572194

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CRESTVIEW VILLAS CONDOMINIUMS

CRESTVIEW ESTATES SUBDIVISION PHASE I

COUNTY OF CAMPBELL

STATE OF WYOMING

THIS DECLARATION is made this 1ST day of October, 1985, by John Bruce Clark, hereinafter referred to as "DECLARANT" with reference to the following:

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in the County of Campbell, State of Wyoming, which is more particularly described as follows:

> Block 12, Lots 12, Crestview Estate Subdivision Phase I, County of Campbell, State of Wyoming, according to the official plat thereof filed in the records of the County Clerk for Campbell County.

WHEREAS, there has been constructed on the land certain improvements including one (1) building containing separate designated living unit apartments and Declarant desires to convert said building into a condominium project under the Condominium Ownership Act of the State of Wyoming.

WHEREAS, Declarant desires to establish by this Declaration a plan for the ownership in fee simple of Real Property estates consisting of the area or space contained in each of the units in the building improvements and the co-ownership by the individual and separate owners thereof, as tenants in common, of all the remaining Real Property which is hereinafter defined and referred to as the General Common Elements.

NOW, THEREFORE, Declarant does hereby publish and declare that the Real Property, Building, and Improvements constructed and located thereon, are hereby submitted and dedicated to condominium use and ownership as set forth herein and the following terms, covenants, conditions, easements, and restrictions, uses, limitations, and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarant, his successors and

assigns, and any person acquiring or owning an interest in the Real Property and Improvements, their grantees, successors, heirs, executors, administrators, devises, or assigns.

ARTICLE I

DEFINITIONS

1.1 An "Individual Air Space Unit" (herein referred to as a "Unit") means that space bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows, and doors thereof, together with all non-bearing walls, fixtures, and improvements therein contained. The interior surface of the perimeter window or door means the position at which such surface is located when such window or door is closed; the physical windows and doors themselves are part of the Limited Common Elements.

1.2 "General Common Elements" means and includes the land on which the building is located; the structural components of the building, including, but not limited to the foundations, columns, girders, beams, supports, main walls, roof; yards, gardens, sidewalks and walkways and driveways; installation of common services, such as tanks, pumps, motors, exhaust fans, compressors and ducts, and all other parts of such land and improvements thereon necessary or convenient to it existence, maintenance and safety which are normally and reasonably in general common use, including the air above such land. The General Common Elements shall be owned, as tenants in common, by the owners of the separate Units, each owner of a Unit having an undivided interest in such General Common Elements as is hereinafter provided.

1.3 "Limited Common Elements" means those parts of the General Common Elements which are either limited to and reserved for the exclusive use of an owner of a Condominium Unit or are limited to and reserved for the common use of more than one but fewer than all of the Condominium Unit owners, which shall include by way of illustration and not limitation, heating units located within the individual

Units, certain designated storage areas and parking spaces, which the Association may specifically designate as being appurtenant to a particular Unit or Units, the concrete patio appurtenant to Unit A and the balcony appurtenant to Unit C.

1.4 "Common Elements" means the entire project excepting all Units.

1.5 "Map" means the Condominium plat, consisting of a Map of the land, a legal description thereof, a floor plan of each typical Individual Air Apace Unit within the Building, horizontal locations of boundaries of each Unit, unit identification numbers together with such other information as may be included thereof in the discretion of the Declarant. Included are typical vertical dimensions.

1.6 "Building" means a single building containing Units as shown on the Map.

1.7 "Condominium Unit" (herein referred to as a "Condominium") means the fee simple interest and title in and to an individual Air Space Unit together with the undivided interest, in common, in the Common Elements appurtenant to such Individual Air Space Unit.

1.8 "Owner" means a person, firm, corporation, partnership, association, or other legal entity, or any combination thereof, who owns one or more Condominium Units but excluding, however, any such person having an interest therein merely as a mortgagee (unless such mortgagee has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof).

1.9 "Association" means Owners Association, not for profit, the By-Laws of which shall govern the adminstration of this condominium property, the members of which shall be all of the owners of the Condominium Units in the entire project.

1.10 "Mortgagee" means any person or other entity, or any successor to the interest of such person or entity, named as the Mortgagee, trust beneficiary, or creditor under any recorded mortgage, deed of trust, of other security instru-

ment by which a Condominium or any part thereof is encumbered.

1.11 "Mortgage Security" means the Land and Building and other improvements located on the land and all rights, easements, and appurtenances belonging thereto.

ARTICLE II

LIMITED COMMON ELEMENTS

2.1 LIMITED COMMON ELEMENTS: Subject to the definition thereof, the Limited Common Elements shall be identified on the Map. Vehicular parking space(s) shall be assigned by the Association and be appurtenant to each Unit, and shall be for the exclusive use of the owner of such Unit. All of the owners of Condominium Units in this condominium project shall have a non-exclusive right in common with all of the other owners to use the General Common Elements located within the condominium project. The driveway necessary for access to the designated parking spaces is subject to the unit owners' rights of ingress and egress as set forth in Paragraph 5.7 hereof. Except as specifically hereinabove required, no reference thereto, whether such Limited Common Elements are exclusive or non-exclusive, need be made in any instrument of conveyance or othe instrument in accordance with Article IV of this Declaration.

ARTICLE III

CONDOMINIUM PLAT

3.1 The plat of the land and of the improvements thereon, shall be filed for record in the office of the Campbell County Clerk and Ex-Officio Register of Deeds of Campbell County, Wyoming. The plat shall be filed of record prior to the conveyance of the Condominium to a purchaser. The plat shall depict and show at least the legal description of the Land and measurement thereof; the location of the buildings and all other improvements built on the Land; typical floor plans and typical floor pland and typical vertical sections; the location of the Units within the

Buildings; the typical thickness of the common walls between or separating the Units or any other portion of the Building; the location of any structural components or supporting elements of the building; and the unit designations.

3.2 In interpreting the plat, the existing physical boundaries of each separate Unit as constructed shall be conclusively presumed to be its boundaries.

3.3 Declarant reseres the right to amend the plat, from time to time, to conform the same according to the actual location of any of the constructed improvements and to establish, vacate, and replace outside the building, utility easements, access road easements, and parking area.

ARTICLE IV

DESCRIPTION OF CONDOUMINIUM UNIT

4.1 Every contract for the sale of a Condominium Unit written prior to the recordation of the Map and this Declaration may legally describe a Condominium Unit by its identifying unit designation. The location of such Condominium Unit shall be depicted on the Map subsequently recorded. Upon recordation of the Condominium Map in the County of Campbell, Wyoming, such description shall be conclusively presumed to relate to the thereon described Condominium Units.

4.2 After the Condominium Map and this Declaration have been recorded in the office of the County Clerk and Ex-Officio Register of Deeds, of Campbell County, Wyoming, every contract, deed, lease, mortgage, trust deed, will, or other instrument shall legally describe a Condominium Unit as follows:

> Crestview Villas Condominium Unit No. _____ Condominiums, in accordance with the Declaration recorded on _____, 19_____, in Book _____ at Page _____ and Condominium Map recorded on _____, 19_____, in Book _____ at Page _____ of the Campbell County Records.

4.3 Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect not only the Unit, but also the undivided

interest in the Common Elements appurtenant to said Unit and all other appurtenant properties and property rights, and incorporate all of the rights and burdens incident to ownership of a Condominium Unit and all of the limitations thereon as described in this Declaration and Condominium Map. Each such description shall be construed to include a non-exclusive easement for ingress and egress to and from the Owner's Unit and the use of all of the Limited Common Elements appurtenant to said Unit as well as all of the General Common Elements.

ARTICLE V

NATURE OF OWNERSHIP

5.1 DIVISION: The real property described hereinabove, which has been submitted to Condominium ownership, including the improvements thereon, is hereby divided into fee simple estates (Condominium Units). Each such estate shall consist of a separately designated Unit and an undivided interest in and to the Common Elements appurtenant to such Unit as described hereinabove. Title to each Condominium is hereby made subject to the terms and conditions hereof, which shall 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.

5.2 TAXATION: Declarant shall give written notice to the assessor of Campbell County, Wyoming, of the creation of Condominium ownership of the Project, as is provided by law, so that each Unit the undivided interest in the Common Elements appurtenant thereto, shall be deemed separate parcels and subject to separate assessment and taxation.

5.3 OWNING ENTITY: A Condominium may be held and owned by more than one (1) person or entity as joint tenants or as tenants in common or in any other form of ownership recognized under the laws of the State of Wyoming.

5.4 INSEPARABILITY: No part of a Unit or of the legal rights comprising ownership of a Condominium 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 must be conveyed rented, or emcumbered only as a Condominium Unit.

5.5 PARTITION: Neither an Owner, a Group of Owners, nor the Association shall have the rights to combine, divide, or partition any Unit or Units, and in taking title to any Unit the Owner thereof shall be deemed to have waived any and all rights to combine, divide, or partition. The Common Elements shall be owned in common by all of the Owners and shall remain undivided and neither an Owner, a group of Owners, nor the Association shall bring an action for partitiion or division of the General Common Elements. A violation of the provisions of this Section shall entitle the Association to personally collect, jointly and severally, from the parties violating the same, the actual attorney's fees, costs and other damages the Association incurs in connection therewith.

5.6 USE-OF-COMMON-ELEMENTS: Subject to the limitations contained in this Declaration, each Owner shall have the non-exclusive right to use and enjoy the General Common Elements and shall have the exclusive right to use and enjoy the Limited Common Elements designated for exclusive use by such Owner. There shall be no obstruction of the General Common Elements, nor shall anything be kept or stored on any part of the General Common Elements without the prior written consent of the Association, except as specifically provided herein. No restriction, impairment, or interference with any right of ingress or egress provided for in this Declaration shall be permitted at any time without the prior written consent of the Owner thereof. Regarding the General Common Elements and Limited Common Elements, nothing shall be altered, constructed, or removed except upon the prior written consent of the Association. Notwithstanding the foregoing, any Owner may delegate, in accordance with the Association By-Laws, his right of use and enjoyment of the Common Elements to the members of his family, his tenants, or contract purchasers

who reside on the property.

5.7 INGRESS AND EGRESS AND-SUPPORT: Each Owner shall have the right to ingress and egress over, upon, and across the General Common Elements necessary for access to his Unit, and to the Limited Common Elements designated for use in connection with his unit, and shall have the right to the horizontal and lateral support of his Unit. Such rights shall be appurtenant to and pass with the title to each Unit.

ARTICLE VI

EASEMENTS

6.1 ASSOCIATION USE: The Association shall have a non-exclusive easement to make such use of the General 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 General Common Elements maintenance and storage facilities for use by the Association or for use by the Owners of particular Units.

6.2 ACCESS FOR MAINTENANCE: Some of the Common Elements may be located within the Units or may be conveniently assessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, 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 at any time as may be necessary for making emergency repairs to prevent damage to the Common Elements or to another Unit. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Elements or as a result of emergency repairs within another Unit, at the instance of the Association or of an Owner, shall be an expense of all of the Owners. In the event that the need for

maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject under Article XII.

6.3 EASEMENTS FOR ENCROACHMENTS: In the event that any portion of the General Common Elements encroaches upon any Unit or Units or in the event that any portion of a Unit encroaches upon any other Units or upon any portion of the General Common Elements or in the event any encroachment shall occur in the future as a result of: (i) settling of a building; or (ii) alteration or repair to the General Common Elements; or (iii) repair or restoration of a building or buildings on a Unit or Units after damage by fire or other casualty, or condemnation or eminent domain proceedings; a valid easement shall exist for the encroachment and for the maintenance of the same so long as the building(s) stand(s). In the event that any one or more of the Units or buildings or other improvements comprising part of the General Common Elements are partially or totally destroyed and are then rebuilt or reconstructed in substantially the same location, and as a result of such rebuilding any portion thereof shall encroach as provided in the preceding sentence, a valid easement for such encroachment does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the General Common Elements or on the Units for the purposes of marketability of title or other purposes.

ARTICLE VII

USE OF UNITS

7.1 RESIDENTIAL: Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Unit for lodging or residential purposes shall not be considered to be a violation of this covenant.

7.2 PROHIBITIONS: 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 of the Project or any part thereof or increase the rate of the insurance on the Project or any part thereof ver what the Association, but for such activity, would pay, without the prior written consent of the Association. No operation or activity shall be permitted by an Owner or another within or upon any portion of the Project which will violate the provisions of any applicable statute rule, ordinance, regulations, permit, or other validly imposed requirement of any governmental body or the By-Laws or the reasonable rules and regulations of the Association or any applicable protective restrictions and covenants. No damage to or waste of the Common Elements or any part thereof shall be committed by an 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.

7.3 MAINTENANCE: Each Owner shall have the right and the obligation to keep the interior of his Unit, including without limitation, the personal property, permanent fixtures, appliances therein; the interior nonsupporting walls; and the interior finished surfaces of the perimeter walls, ceilings, and floors of the Unit in a clean, sanitary, and attractive condition and in good state of repair and shall keep the Limited Common Elements designated for use in connection with his Unit, in clean, sanitary, and attractive condition. The Owner shall not be responsible for lines, pipes, wires, conduits, or systems running through his Unit which serve one (1) or more other Units except as tenant in common with the other Owners. The right to repair, alter, and remodel shall carry the obligation to replace any finishing or other materials removed with similar types or kinds of materials.

7.4 STRUCTURAL ALTERATIONS: No structural alterations to any Unit shall be made, and no plumbing, electrical, or

similar work within or upon the Common Elements shall be done by an Owner without the prior written consent of the Association. An Owner may do such work as may be appropriate to maintain and repair Limited Common Elements appurtenant to such Owner's Unit without violating this provision.

ARTICLE VIII

MECHANIC'S LIENS

8.1 No labor performed or services or materials furnished in or for a Unit with the consent of or at the request of an Owner of his agent or his contractor or sub-contractor shall be the basis for the filing of a lien against the Unit of any other Owner, against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the same, or against the Common Element. Such express consent shall be deemed to have been given by the Owner of any Unit in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. An Owner may remove his Unit from a lien against two (2) or more Units or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his Unit. Notwithstanding the foregoing, any mortgagee of a Condominium Unit who shall become the owner of such Unit pursuant to a lawful foreclosure sale of the taking of a deed in lieu of foreclosure shall not be under any obligation to indemnify and hold harmless any other Owner against liability for claims arising prior to the date such mortgage becomes an owner, but shall be under such obligation for any claims thereafter.

ARTICLE IX

ASSOCIATION ORGANIZATION

9.1 ESTABLISHMENT: There is hereby created an

unincorporated association to be called CRESTVIEW VILLA CONDOMINIUM CONTROL COMMITTEE (referred to hereinafter as the Association). The Association shall have as its members all of the owners of Units in the Project and shall be governed by a Board of Directors consisting of three (3) Directors elected by the members at an organizational meeting of the Association to be held two (2) months after the closing of the sale of the first Unit and on the same day of the same month of each year thereafter. Prior to the organizational meeting the three Directors of the Association named below by Declarant shall manage the affairs of the Association:

Name:	Address:
Karen Kreul	910 South Gillette Avenue Gillette, Wyoming 82716
Kay Howard	P.O. Box 84 Gillette, Wyoming 82716
Dorothy Clark	8190 Chuchar Gillette, Wyoming 82716

SECTION 2 - VOTING: With the exception of the initial Directors named by Declarant, the Directors shall be owners of a Unit. Each owner shall have one (1) vote for every Unit owned. The vote for each such Unit may be cast only as a unit and fractional votes shall not be permitted. In the event joint owners are unable to agree among themselves as to how their vote(s) shall be cast, they shall lose their right to vote on the matter in question.

SECTION 3. ELECTION AND REMOVAL OF BOARD OF DIRECTORS CUMULATIVE VOTING FEATURES. Every owner entitled to vote at any election of the Board may cumulate his vote and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which his unit(s) are entitled, or may distribute his vote on the same principle among as many candidates as he desires. The entire Board or any undividual Director may be removed from office by affirmative vote of 51% of the members entitled to vote at an election of the Board.

SECTION 4. VOTING PROXIES. Voting may be carried out

either in person or by proxy.

SECTION 5. QUORUM REQUIREMENTS FOR ASSOCIATION MEETINGS. At all meetings of the owners, 51% of owners present in person or by proxy shall constitute a quorum. And a majority of owners present and entitled to vote, either in person or by proxy, shall be sufficient for the passage of any motion or the adoption of any resolution, except in connection with amendment or repeal of this Declaration. If the required quorum is not present, another meeting may be called subjct to the requirement of written notice sent to all members, at least 10 days in advance of such meeting, and the required quorum at the subsequent meeting shall be 1/2 of the required quorum for the preceding meeting. In the absence of a quorum at a members' meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than 5 nor more than 30 days from the original meeting date.

SECTION 6. WRITTEN NOTICE OF MEETINGS. Written notice of regular and special meetings shall be given to members by the Board at least 10 days in advance of any such meeting. The notice shall specify the date, time and place of the meeting and in the cae of a special meeting, the nature of business to be undertaken. A special meeting of members of the Association shall be promptly called by the Board upon: (a) the vote for such a meeting by a majority of a quorum of the Board; or (b) receipt of a written request therefor signed by members representing 25% of the total voting power of the Association. Regular meetings of the Board shall be held at least as often as semi-annually.

SECTION 7. NON-LIABILITY OF DIRECTORS. No director of the Association shall be liable for acts or defaults of any other member thereof, or for any loss sustained by the Association, or any member thereof, unless the same has resulted from his own willful and wanton misconduct or negligence.

SECTION 8. INDEMNIFICATION FOR PERFORMANCE OF DUTIES. Every Director and member of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including attorney's fees) actually or necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceedings, investigation or inquiry or whatever nature in which he may be involved as a part, or otherwise by reason of his having been a member of the Association, whether or not he continues in such capacity at the time of the incurring or imposition of such costs, expenses or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such person may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

ARTICLE X

DUTIES

SECTION 1. Each Owner of a Unit shall maintain the following portion of his property in a good clean, attractive and sanitary condition, and shall maintain a and b herein in accordance with architectural standards established by the Association.

(a) The interior of the Building.

(b) Any part of the Lot enclosed by a wall or fence.

SECTION 2. The Association, through its Board of Directors, shall have the following duties:

(a) To employ a professional management firm to collect and administer the Association assessments and expenditures, and to carry out the property maintenance

obligations of the Association.

(b) To maintain all portions of the property in a good, clean attractive and sanitary condition (except those portions which the Owners are to maintain as described in Section 1 above), including but not limited to the exterior of the Building, including painted surfaces and roof and exteriors of walls and fences.

(c) To establish architectural standards to govern the maintenance to be performed by the Owners described in Section 1 above.

(d) In the event any Owner fails to carry out the duties set forth in Section 1, above, then the Association shall perform such maintenance, and shall have an easement to do so. If the Association so acts, it may levy a special assessment against such Lot to recover the expenses incurred.

(e) To enforce the applicable provisions of the Declaration for the management and control of the Project.

(f) To contract for materials and/or services to carry out its responsibilities provided herein.

(g) Any professional management body selected by Declarant or by the intitial Board prior to the organizational meeting, shall be employed to manage only until the first annual owners meeting, at which time the continuance of the same or the selection of another body or agent shall be determined by majority vote of the owners; neither Declarant nor its agent nor the Board shall enter into any contract which binds the Association for a period in excess of one year, unless voting power of the Association residing in members, other than Declarant, impose a regular annual assessment per unit which is more than 20% greater than the regular assessment for the immediately preceding fiscal said contract is approved by a majority of members of the Association.

(h) To enter upon any privately owned Lot or Building where necessary in connection with its duties herunder.

(i) To prepare or cause to be prepared, a balance sheet and an operating (income) statement for the Association, copies of which shall be distributed to each of the owners as follows: (1) a balance sheet as of an accounting date which is the last day of the month closest in time to 6 months from the date of closing of the first sale of a Lot in the Project and which shall be distributed within 30 days of the accounting date; and (2) an operating statement for the period from the date of the first closing to the said accountng date, which shall be distributed within 30 days after the accounting date. This operating statement shall include a schedule of assessments received and receivable, identified by the number of the Lot and the name of the owner so assessed; (3) a balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year, which shall be distributed within 90 days after the close of the fiscal year. Ordinarily, an external audit by an independent public accountant shall be required for fiscal year financial statements (other than budgets) for any fiscal year in which the gross income to the Association exceeds $15,000.00.

(j) To establish and collect regular monthly assessments to defray expenses attributable to carrying out its duties hereunder.

(k) To contract for trash collection for the Unit if such is not provided by a government agency.

ARTICLE XI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF LIEN - PERSONAL OBLIGATION OF ASSESSMENTS. Declarant, for each Lot owned by it on the propery, hereby covenants and each owner of any Building on the property, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) regular monthly assessments or charges; (2) special assessments; and (3) emergency assessments; such

assessments to be fixed, established and collected from time to time as hereinafter provided. The regular, special and emergency assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be charge on the land and a continuing lien upon the Unit against which each such assessment is made, which lien shall be created and enforced in accordance with the provisions of this Article III. Each such assessment (and all other assessments levied in accordance with this Declaration) together with late charges, interest, costs, penalties, shall also be the joint and several personal obligations of each person who was an owner of such Lot at the time the assessment fell due.

Section 2. BASIC MAXIMUM AMOUNT OF REGULAR MONTHLY ASSESSMENT.

(a) INITIAL REGULAR MONTHLY ASSESSMENT. Each owner of a unit constructed upon a lot shall be obligated to pay to the Board an initial monthly maintenance charge in the sum of $300.00 and shall pay a monthly fee of $50.00 per month. As the Association's budget shall increase or decrease, as herein provided, such assessments shall be adjusted so that the owners of each Unit pays an equal amount.

(b) INCREASE OF MONTHLY ASSESSMENT BY BOARD. The Board may not, without the vote or written assent of a majority of the voting power of the Association residing in members, other than Declarant, impose a regular annual assessment per unit which is more than 20% greater than the regular assessment for the immediately preceding fiscal year.

(c) CERTIFICATE OF PAYMENT. The Association shall, upon demand, furnish to any owner liable for assessments, a certificate in writing signed by a member of the Board, setting forth whether the assessments on a specified unit have been paid and the amount of delinquency, if any. A charge of $10.00 per certificate may be made by the Board of issuance of said certificates. Such

certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 3. SPECIAL ASSESSMENTS FOR EMERGENCY NEEDS. In case the regular monthly maintenance charge, described in Section 2(a) hereof, is insufficient for any reason the Board shall have authority to levy a special assessment to make up the deficiency in the maintenance fund on the same basis as a regular assessment. However, on any proposed special assessment in any fiscal year, the Board may not, without the vote or written assent of a majority of the voting power residing in members, other than Declarant, levy special assessments to defray the costs of any action or undertaking on behalf of the Association which in the aggregate exceeds 5% of the budgeted gross expenses of the Association for that fiscal year. The provisions herein with respect to special assessments do not apply in the case where the special assessment against a member is a remedy utilized by the Board to reimburse the Association for costs incurred in bringing the member and his Building and/or Unit into compliance with the provisions of this Declaration.

Section 4. PAYMENT OF ASSESSSMENT BY DECLARANT. Upon the close of escrow of the first Unit in the project, Declarant shall be obligated to pay the monthly maintenance charges and assessments hereinbefore provided, for each unsold Unit.

Section 5. DATE OF COMMENCEMENT OF ASSESSMENT - DUE DATES: Regular assessments shall be paid by each owner in equal monthly installments in advance, on the first day of each month, beginning on the close of the sales escrow for each particular lot and prorated through escrow to the date of close of escrow for the month in which escrow closes. Special and emergency assessments shall be paid within 30 days of receipt of a request to pay same. Declarant shall pay assessments for all unsold Lots commencing immediately following the date of recordation of a deed to the first purchaser of a Unit.

Section 6. MAINTENANCE FUND. Assessment charges so collected shall be prompty deposited in a commercial bank account selected by the Board of Directors, which account shall be clearly designated in the name of the Association. The Board shall have exclusive control of said account and shall be responsible to the owners for maintenance of accurate records thereof at all times. No withdrawal shall be made from said account except to pay for the charges and expenses for the common benefit of all owners.

Section 7 EFFECT OF NON-PAYMENT OF ASSESSMENTS - LIEN RIGHTS - REMEDIES OF THE ASSOCIATION. Every owner, including Declarant, shall be deemed to covenant and agree to pay the assessments provided for in this Declaration, and further, agree to the enforcement of such assessments in the manner provided for in this Declaration.

(a) DELINQUENCY. The assessment charge which each owner is obligated to pay, shall be a debt of each owner at the time each monthly installment becomes due. In the event of default by any owner in the payment of any such installment, such amounts as may be in default, together with interest thereon at the rate of seven (7%) percent per annum, and all costs which may be incurred by the Board of the collection of such charges, including reasonable attorney fees, shall be and become a lien upon the Lot and Building of the defaulting owner upon the recording in the Office of the County Recorder of a Notice of Assessment.

(b) NOTICE OF CREATION OF ASSESSMENT LIEN. The Notice of Assessment shall not be filed in record unless and until the Board or a person designated by it, shall have delivered to said defaulting owner, not less than fifteen (15) days prior to the recordation of such Notice of Assessment, a written Notice of Default and a demand upon the defaulting owner to cure same within said fifteen (15) day period and shall expire and be null and void, unless within thirty (30) days after recordation of said Notice of Assessment, the Board records a Notice of Default, as hereinabove

provided.

(c) FORECLOSURE SALE. Not less than ten (10) days nor more than thirty (30) days from the filing of said Notice of Assessment, the Board shall begin proceedings to cause the property of said defaulting owner to be sold in the same manner as a sale as provided in the applicable laws governing power of sale foreclosures or through judicial foreclosure.

(d) ENFORCEMENT OF LIEN BY SUIT. If any action is filed by the Board to enforce the provisions of this Article, any judgment rendered against the defaulting owner shall include all costs and expenses and reasonable attorney fees, necessarily incurred in prosecuting such action.

Section 8. HOMESTEAD WAIVER. Each owner does hereby waive to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption law in effect at the time any installment of maintenance charges becomes delinquent or any lien is imposed; pursuant to the terms hereof.

Section 9. CURING OF DEFAULT. Upon the timely payment or other satisfaction of all delinquent assessments set forth in the Notice of Assessment filed and recorded in accordance with his Article, and all other assessments which have become due and payable with respect to the Lot as to which such Notice of Assessment was filed and recorded, following the date of such recordation, together with all costs (including reasonable attorney fees) and all late charges and interest which have accrued thereon, the Board shall file and record a satisfactin and release of the lien created by the Notice of Assessment. A fee of $10.00 covering the cost of preparation and recordation shall be paid to the Association prior to such action. The satisfaction of the lien created by the Notice of Assessment, shall be executed by any Director of the Association or by any authorized representative of the Board. For the purposes of this paragraph, the term, costs, shall include costs and expenses actually incurred or expended by the Association in connection with the cost of

preparation and recordation of the Notice of Assessment and in efforts to collect the delinquent assessments secured by the lien and a reasonable sum for attorney fees.

Section 10. PRIORITY OF ASSESSMENT LIEN - SUBORDINATION OF LIEN. Any lien created or claimed under the provisions of this Declaration, is expressly made subject and subordinate to the rights of the beneficiary of any first deed of trust upon the entire project or upon any Lot therein, made in good faith and for value and no such lien shall, in any way, defeat, invalidate or impair the obligation or the priority of such first deed of trust unless the beneficiary thereof shall expressly subordinate his interest, in writing, to such lien.

Section 11. RIGHTS OF BOARD - WAIVER OF OWNERS. Each owner hereby vests in and delegates to the Board or its duly authorized representatives, the right and power to bring all actions at law or lien foreclosures, whether judicially or by power of sale, or otherwise against any owner(s) for the collection of delinquent assessments in accordance herewith and hereby expressly waives any objection to the enforcement in accordance with this Declaration, of the obligation to pay assessments as set forth herein.

Section 12. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members thereof, their guests and invitees, and in particular, shall be used for the purpose of improving, protecting operating and maintaining the Project, improvements, landscaping and structures located thereon and providing for the performance by the Board of each and every of the powers and duties of the Board.

ARTICLE XII

INSURANCE

12.1 Comprehensive General Liability and Property Damage Insurance: Comprehensive general liability and property damage insurance shall be purchased by the Board on

behalf of the Association and shall be maintained in force at all times, the premiums thereon to be paid by the Association, as a Common Expense. The insurance shall be carried with reputable companies authorized to do business in the State in such amounts as the Board may determine. The policy or policies shall name as insured all of the Owners and the Association. The policy or policies shall insure against loss arising from perils in both the Common Areas and the Units and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposure of the Association or the Board of Directors.

12.2 Fire and Hazard Insurance: Fire and other hazard insurance shall be purchased by the Board on behalf of the Association and shall thereafter be maintained in force at all times, the premiums thereon to be paid by the Association as a Common Expense. Policies shall provide for a standard noncontributory mortgageee clause in favor of each First Mortgagee whether or not named therein, and shall provide that the policy cannot be cancelled by either the insured or the insurance company until after 30 days prior written notice to each Owner and each First Mortgagee. No portion of the insurance proceeds shall be applied to payments of any unit owner's mortgage indebtedness unless after extensive damage to the structure, the Association determines not to repair or rebuild the structure. The policies shall also provide that interest of each First Morgagee in the insurance shall not be invalidated by any action or neglect of the Association, its Board of Directors, Owners, or their tenants or agents. The policies shall further provide for waiver by the insurer of any policy provisions which would render the mortgagee clause invalid by reason of failure of the mortgagee to notify the insurer of any hazardous use or vacancy in any Condominium Unit and any requirement that the mortgagee pay the premium thereon. Such policy or policies shall contain no provision relieving the insurer from

liability for loss concurring while the hazard to such buildling is increased, whether or not within the knowledge or control of the Board, or because of any breach of warranty or condition or any other act or neglect by the Board of any apartment owner or any other persons under either of them. The policy or policies shall insure against loss from perils therein covered to all of the improvements in the Project, except such as may be separately insured. Such policy or policies shall provide that the liability of the insurer shall not claim any right of set-off, counterclaim, apportionment, proration or contribution by reason of any other insurance obtained by or for any Unit owner. Such policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. The improvements to be insured under this clause shall be continually insured to value, and the policy or policies shall contain replacement cost insurance. it shall be the duty of unit owners to notify the Association of all significant in-Unit improvements which may be construed to have become a part of the structure. Further periodic reappraisals shall be made by the Board to insure against adequate coverage. If reasonably available, the policy or policies shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction, and decision not to rebuild. The policy or policies shall name as insured all of the owners and he Association. The policy or policies shall also cover personal property owned in common and shall further contain a waiver of subrogation rights by the carrier as to negligent owners.

12.3 Owner's Personal Liability and Property Insurance: An Owner may carry such personal liability insurance, in addition to that herein covered, as he may desire. In addition, any improvements made by an Owner to the real property within a Unit, as well as the personal property of

the Owner, may be separately insured by such Owner, such insurance to be limited to the type and nature of coverage often referred to as "Tenant's Improvements and Betterments". All such insurance separately carried shall contain waiver of subrogation rights by the carriers as to negligent Owners.

12.4 Other Insurance: The Board may purchase and maintain in force as a Common Expense, debris removal insurance, fidelity bonds, and other insurance or bonds that it deems necessary. The Board shall purchase and maintain Workmen's Compensation Insurance to the extent that the same be required by law respecting employees of the Association.

12.5 Attorney-in-Fact: The Board is hereby appointed the attorney-in-fact for all owners to negotiate loss and adjustment on the policy or policies carried under Paragraphs 12.1, 12.2, 12.3, and 12.4.

12.6 Proceeds: The Board shall receive the proceeds of any casualty insurance payments received on the policies obtained and maintained pursuant to this Article. In case of loss or damage, the insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing, or otherwise reinstating the same buildings in a good and substantial manner according to the original plan and elevation thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved as herein provided and the Association at its common expense shall make up any deficiency in such insurance proceeds.

12.7 Decision not to rebuild: If all Owners and all Mortgagees unanimously agree not to rebuild, the Project shall be sold and the proceeds shall be apportioned amount the Owners in proportion to the respective interests of the Owners in the Common Elements and such apportioned proceeds shall be paid into separate accounts, each such account representing one (1) Condominium. Each such account shall remain in 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 (1) account to the other, first to Mortgagees and other lienors in the order or priority of their mortgages and other liens and the balance remaining to each respective owner.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. CONTINUING LIABILITY FOR ASSESSMENTS. No owner may exempt himself from liability for his specified contribution to the maintenance fund, by abandonment of his property.

Section 2. LIBERAL INTERPRETAION OF DECLARATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the project for the mutual benefit of all owners.

Section 3. SEVERABILITY OF PROVISIONS. The provisions herein shall be deemed independent and severable and the invalidity or partial invalidity of unenforceability of any of the provisions herein, shall not affect the validity of the remaining provisions.

Section 4. CUMULATIVE REMEDIES. Each and all legal or equitable remedies provided for herein, shall be deemed to be cumulative, whether so expressly provided for or not.

Section 5. SUCCESSORS AND ASSIGNS. This Declaration shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Declarant, and the heirs, personal representatives, grantees, lessees, sublessees and assignees of the owners.

Section 6. WAIVER OR BREACH OF DECLARATION. No waiver or any breach of any of the covenants or conditions of this Declaration shall constitute a waiver of any succeeding or preceding breach of the same, or any other covenant or condition contained herein.

Section 7. DELIVERY OF NOTICES AND DOCUMENTS. Any written notice, or other document as required by this Declaration, may be delivered personally or by mail. If by mail, such notices unless expressly provided for herein to

the contrary with regard to the type of notice being given, shall be deemed to have been delivered and received 48 hours after a copy thereof has been deposited in the United States mail, postage prepaid, addressed as follows:

(a) If to an owner, other than Declarant, to the address of any unit in the project owned by him in whole or in part, or to the address last furnished by such owner to the Board for the purpose of giving notice and delivering documents. Each owner, other than Declarant, shall file in writing with the Board promptly upon becoming an owner, his address for the purpose of giving notice and delivering documents and shall promptly notify the Board in writing of any subsequent change of address.

(b) If to Declarant, whether in its capacity as an owner, or in any other capacity:

(c) Prior to the organizational meeting, notices to the Board shall be addressed to the address set forth in (b) above. Thereafter, notices to the Board shall be addressed to an address to be posted by the Board at all times in a conspicuous place. In addition, from and after the organizational meeting, notice of the address of the Association shall be given by the Board of each owner, within a reasonable time after the Board has received actual notice of such owner's purchase of a Lot.

Section 8. NOTIFICATION OF SALE OF LOT. Concurrently with the consumation of the sale of any Lot under circumstances whereby the transferee becomes an owner thereof, or within five (5) business days thereafter, the transferee shall notify the Board, in writing, of such sale. Such notification shall set forth: (1) the name of the transferee and his transferor; (2) the street address or number of the Lot purchased by the transferee; (3) the transferee's mailing address; and (4) the date of sale. Prior to receipt of such notification, any and all communications required or permitted to be given by Declarant, the Board or any agent or representative thereof, shall be deemed to be duly made and

given to the transferee, if duly and timely made and given to said transferee's transferor.

Section 9. JOINT AND SEVERAL LIABILITY. In the case of joint ownership of a Lot, the liability of each of the owners thereof in connectin with the liabilities and obligations of owners, set forth in or imposed by this Declaration, shall be joint and several.

Section 10. SUBORDINATION OF ASSESSMENT LIEN TO MORTGAGES. Any holder of a first mortgage or any third party purchaser who comes into possession of a Lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage (or by deed in lieu of foreclosure), shall take the property free of any claim for unpaid assessments or charges against the mortgaged Lot, which accrue prior to the time such holder comes into possession of the Lot. The lien assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed on the properties subject to assessment; provided however that, such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property by foreclosure or deed in lieu. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment. The Board by resolution, may extend the rights set forth herein to mortgagees not described herein.

Section 11. POWER OF ASSOCIATION. In addition to the duties of the Association as specified in Article II herein or elsewhere, and the powers of the Association stated elsewhere in this Declaration, the Association, acting through its Board, shall have the power to do all other things which may be deemed reasonably necessary to carry out its duties and the purposes of this Declaration, including but not limited to, obtaining of appropriate insurance and bonds, and adoption of additional by-laws and rules and regulations governing the association and members. In the

event of conflict between this Declaration and any such additional by-laws or rules and regulations, the provisions of this Declaration shall prevail.

ARTICLE V

TERM OF DECLARATION - COMPLIANCE WITH RULE AGAINST PERPETUITIES AND RESTRAINTS OF ALLIENATION

The covenants contained herein shall run with the land and shall be binding upon all parties and all persons claiming under them until December 31, 2015 after which time the covenants shall be automatically extended for successive periods of 10 years, unless an instrument executed in accordance with Article VII herein shall be recorded, cancelling or terminating this Declaration.

ARTICLE XIV

BREACH

Section 1. RIGHT TO ENTRY. Violation of any of the provisions, conditions, restrictions, covenants, reservations or easements contained herein, shall give to Declarant, its successors, or the Association, the right to enter upon the property upon or as to which such violation exists and to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent of the provisions hereof. Such entry shall be made only after three (3) days notice to said owner and with as little inconvenience to the owner as possible, and any damage caused thereby shall be repaired by the Association. Declarant or its successors shall not thereby be deemed guilty of any manner of trespass by such entry, abatement or removal.

Section 2. RIGHT OF LIEN HOLDER. A breach of any of the provisions, conditions, restrictions, covenants, easements or reservations herein contained, shall not affect or impair the lien or charge of any bona fide first mortgage or first deed of trust made in good faith and for value on any Lots; provided however, that any subsequent owner of the Lot shall

be bound by these provisions whether such owner's title was acquired by foreclosure or trustee's sale or otherwise.

Section 3. ENFORCEMENT. In the event of a breach of any of the provisions hereby established, which is continued for thirty (30) days, the Board may enforce any and all of the terms and conditions of this Declaration. The restrictions provided for herein shall be enforceable servitudes and shall inure to and bind all owners of the Lots.

Section 4. ENFORCEMENT OF DECLARATION. The owners, or any one of them, or the first mortgagee of any owner, or any member of the Board, or the Board acting on behalf of the owners, shall be entitled to bring appropriate legal action to enforce this Declaration or rules and regulations promulgated by the Board for the protection of the project.

ARTICLE XV

AMENDMENT

Section 1. SUBSEQUENT TO CLOSE OF FIRST ESCROW. Subsequent to the close of the first sales escrow, this Declaration may be modified, amended, augmented or deleted in the following manner and not otherwise by the execution of either an amended Declaration or an amendment to this Declaration, duly executed and acknowledged by not less than seventy-five (75%) percent of the owners of Lots and the holders of seventy-five (75%) percent of first mortgages encumbering Lots in the project. Said amended Declaration or amendment to Declara-tion shall not be effective for any purpose, unless and until recorded in the office of the County Recorder, but shall thereafter be conclusive and presumed to be valid as to anyone relying thereon in good faith. The written approval endorsed on any such amendment and acknowledged by a notary shall be sufficient compliance with the provisions of this paragraph.

Section 2. PRIOR TO CLOSE OF FIRST ESCROW. Prior to the close of the first sales escrow, Declarant shall have the right to amend this Declaration by executing and recording

with the consent of all mortgagees then of record, the desired amendment thereto, and the recording of said amendment shall be presumed to be valid as to anyone relying thereon in good faith.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first hereinabove written.

Dorothy Clark
Dorothy Clark
Attorney in Fact for
John Bruce Clark, Declarant

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 1st day of October, 1985 by Dorothy Clark, attorney in fact for John Bruce Clark.

WITNESS my hand and official seal.

[illegible] Notary Public
[illegible] County of Campbell
[illegible] Commission Expires: Mar. 7, 1987

Dyte Bruce
NOTARY PUBLIC

My Commission Expires: 3/7/87

STATE OF WYOMING } ss. 572194
Campbell County }
Filed for record this 8th day of October
A.D., 19 85 at 3:04 o'clock P M. and recorded
in Book 841 of Photos RECORDED ✓
on page 24 Fees $ 62.00 ABSTRACTED
INDEXED
CHECKED ✓
Susan E. Addison
County Clerk and Ex-Officio Register of Deeds
By Deputy Diane Hackett

OCT 8 1985

587055

ADDENDUM

DECLARATION OF COVENANTS, CONDITION AND RESTRICTIONS

CRESTVIEW VILLAS CONDOMINIMUS

THIS ADDENDUM is made this 28th day of August, 1986, by John Bruce Clark, hereinafter referred to as 'DECLARANT", with reference to the following:

WITNESSETH:

WHEREAS, Declarant filed with the County Clerk, of Campbell County, Wyoming a Declaration of Covenants, Conditions and Restrictions with regard to the following described property to wit:

> Crestview Villas Condominium Unit No. A, B, C, & D Condominiums, in accordance with the Declaration recorded on October 8th, 1985, in Book 841 of photos on page 24 of the Campbell County Records.

WHEREAS, Article IV, Description of Condominimum Unit, Section 4.2 provides:

> After the Condominium Map and this Declaration have been recorded in the office of the County Clerk and Ex-Officio Register of Deeds, of Campbell County, Wyoming, every contract, deed, lease, mortgage, trust deed, will, or other instrument shall legally describe a Condominium Unit as follows:
>
> Crestview Villas Condominium Unit No. _____ Condominiums, in accordance with the Declaration recorded on October 8, 1985, in Book 841 at Page 24 and Condominium Map recorded on October 1, 1985, in Book 4 Plats at Page 230 of the Campbell County Records.

NOW THEREFORE, Article IV, Section 4.2 is hereby amended to read as follows:

> After the Condominium Map and this Declaration have been recorded in the office of the County Clerk and Ex-Officio

STATE OF WYOMING } ss.
Campbell County }

Filed for record this 29th day of Aug. A.D. 1986 at 8:00 o'clock A M. and recorded in Book 902 of Photos on page 492 Fees $ 6.00 587055

Vivian E. Addison
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED ✓
INDEXED ✓
CHECKED ✓

By Deputy Margaret Sweetman

Register of Deeds, of Campbell County, Wyoming, every contract, deed, lease, mortgage, trust deed, will, or other instrument shall legally describe a Condominium Unit as follows:

Crestview Villas Condominium Unit No. _____ Condominiums and Crestview Estates, Phase I - Lot 12, Block 12, in accordance with the Declaration recorded on October 8, 1985, in Book 841 at Page 24 and Condominium Map recorded on October 1, 1985, in Book 4 Plats at Page 230 of the Campbell County Records.

IN WITNESS WHEREOF, Declarant has executed this Addendum the day and year first hereinabove written.

Dorothy Clark
Dorothy Clark
Attorney in fact for
John Bruce Clark, Declarant

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 28th day of August, 1986 by Dorothy Clark, attorney in fact for John Bruce Clark.

WITNESS my hand and officaial seal.

Dwight Kramer Notary Public County of Campbell State of Wyoming My Commission Expires: Mar. 7, 1987

NOTARY PUBLIC

My commission expires: 3/7/87

AUG 29 1986