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DECLARATION FOR CONDOMINIUM OF NORTHRIDGE PATIO HOMES CONDOMINIUMS

040964

STATE OF WYOMING }
COUNTY OF JENNISON } ss

This instrument was filed for record on 8-8-1996
at 4:00 P.M. and was duly recorded in Book 86A45 page
460-499 Sub 8400
by Deputy Robert Register or Deputy

WILD HORSE LAND CORPORATION
Declarant

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DECLARATION FOR CONDOMINIUM OF NORTHRIDGE PATIO HOMES CONDOMINIUMS

1.

INTRODUCTION

1.1 Northridge Patio Homes Condominiums is a condominium development within the Northridge Subdivision, a residential subdivision in the City of Buffalo, County of Johnson, State of Wyoming, which subdivision is subject to The Northridge Homeowners Association, Residential Guidelines Manual, filed for record on June 30, 1995, in Book 86A-44, on pages 52 through 112, in the office of the County Clerk of Johnson County, Wyoming

1.2 The Declaration of Condominium hereafter set forth is intended to be subject to and in harmony with the requirements of The Northridge Homeowners Association.

2.

DECLARATION

2.1 This Declaration is made August 7, 1996 by WILD HORSE LAND CORPORATION whose address is 184 Rock Creek Road, Buffalo, Wyoming, as Declarant, which intends to submit to the Condominium Ownership Act of the State of Wyoming that real estate located in Johnson County, Wyoming, more particularly described as:

Lots One (1) through Nineteen (19) inclusive, and Lots Sixty (60) through Seventy-five (75) inclusive, in the North Ridge Addition to the City of Buffalo, according to the official plat thereof on file in the office of the County Clerk of Johnson County, Wyoming.

TOGETHER with all improvements situate thereon and all easements and appurtenances belonging thereto.

SUBJECT to all covenants, conditions, reservations, restrictions, and easements of record.

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3.

DEFINITIONS

3.1 Unless the context expressly provides otherwise, the following definitions shall pertain throughout this Declaration and in the interpretation thereof:

- (a) "Act" means the Condominium Ownership Act of the State of Wyoming, W.S. §34-20-101 et seq.
 - (b) "Association" means the Northridge Patio Homes Condominium Association, a nonprofit Wyoming corporation.
 - (c) "Board" means the board of directors of the Association.
 - (d) "Building" means the improvement(s) located on the Property and containing the Units.
 - (e) "Bylaws" means the Bylaws of the Association.
 - (f) "Common Elements" shall mean both general common elements and limited common elements.
- 1) General Common Elements include all those elements which are for the use of all Unit Owners and guests of Unit Owners of NORTHRIDGE PATIO HOMES CONDOMINIUMS. Specifically included are:

grounds surrounding the building, driveways, the land on which the buildings are located, paths sidewalks and walkways, any portion of the parking areas not specifically allocated to a particular unit, any irrigation system placed on the property for landscape maintenance, any portions of the buildings designated on the Plat as common to all Units, electrical, gas, telephone, water and sewer lines and connections serving all of the units, landscaping, plants and other materials and improvements separate from and outside of the buildings containing the units, and other elements necessary for the safety, maintenance and existence of NORTHRIDGE PATIO HOME CONDOMINIUMS

in which each Unit Owner shall have a designated percentage of interest, as set forth in paragraph 7 below.

- (g) "Limited Common Elements" as used in this Declaration shall mean those common elements which are reserved for the use of fewer than all of the owners and guests of Unit Owners of NORTHRIDGE PATIO HOMES CONDOMINIUMS, to the exclusion of other such owners and guests. As to any given Unit Owner or Owners, limited common elements shall mean the common elements which are located within or affixed to the building containing his unit, and which are for the use of the Unit Owners and guests of that Unit in which the elements are located or situated on the real property known as NORTHRIDGE PATIO HOMES CONDOMINIUMS. Specifically included are:

Flues, chimneys, ducts, cables, conduits, public utility lines, water, sewer, electrical, gas, cable television lines, hot and cold water pipes (all such utility pipes and lines are limited common elements where they service only one or two units, where they service all units, they shall be general common elements), stairways, balconies, entrances, stoops, furnaces, patios, decks, boilers, hot water tanks, and fixtures, or other portions of the building servicing only a particular unit or less than all of the units. The percentage of the separate unit's interest in the limited common elements shall be computed by determining the number of units that have use of the limited common elements and dividing that number into the total value of those limited common elements.

- (h) "Common expenses" shall mean expenses of administration, maintenance, repair or replacement of general common elements, expenses agreed upon as common by the Association of all Unit Owners, and expenses declared common by the Unit Ownership Act.
- (i) "Limited Expenses" shall mean the expenses attributable to the maintenance, repair and replacement of limited common elements, and are expenses only for owners of units within the respective building for which the expenses are accrued.





- (j) "Condominium" or "Condominium Unit" means the fee simple title in and to a unit together with the appurtenant general common elements and the appurtenant limited common elements thereto.
- (k) "Declarant" means WILD HORSE LAND CORPORATION, its successors and assigns.
- (l) "Declaration" means this document, as it may be amended from time to time.
- (m) "Majority" means the owners of more than 50 percent of the undivided ownership of the Common Elements. Any percentages of Unit Owners specified in this document similarly means the percentage of the undivided ownership of the Common Elements.
- (n) "Manager" shall mean the manager, the Board of Directors, management corporation, or any other person or group of persons retained or appointed by the Association of Unit Owners for the purpose of conducting the day-to-day operations of Northridge Patio Homes Condominiums.
- (o) "Occupant" means the person(s) in possession of a Unit, whether or not he is the Unit Owner.
- (p) "Parcel" means the parcel of real estate described above.
- (q) "Person" means any natural individual, corporation, partnership, or legal entity which may hold legal title to real estate.
- (r) "Phase" means any condominium which has been or shall be developed as a portion of Northridge Patio Homes on the real property described in paragraph 2.1 of this declaration and operated by the Association, as heretofore defined, and shall be designated and identified, respectively, by successive Roman numerals, commencing with "I".
- (s) "Phase I" means the condominium created by this Declaration of Condominium, together with the plat filed concurrently herewith on August 8, 1996, in Plat Book No. 2 at page 14 in the office of the County Clerk of Johnson County, Wyoming, and the exhibits and amendments hereto, with a maximum of nine (9) units.
- (t) "Phase II" means the condominium which may be created in the future, by virtue of the rights reserved to Declarant on the parcel of real property set forth in the plat filed concurrently with this

Declaration on August 8, 1996, in Plat Book No. 2, at page 146 in the office of the County Clerk of Johnson County, Wyoming, with a maximum of four (4) units.

- (u) "Phase III" means the condominium which may be created in the future, by virtue of the right to reserve to the Declarant on the parcel of real property described in the plat filed concurrently with this Declaration on August 8, 1996, in Plat Book No. 2, at page 146 in the office of the County Clerk of Johnson County, Wyoming, with a maximum of four (4) units.
- (v) "Plat" means the plat of survey of the Parcel and the Units submitted to the provisions of the Act, filed concurrently with this Declaration on August 8, 1996, in Plat Book No. 2, at page 146 in the office of the County Clerk of Johnson County, Wyoming. (Hereinafter referred to as the "PLAT".)
- (w) "Property" means the Parcel, all easements, rights and appurtenances belonging to it, and all improvements, fixtures, equipment, and personality intended for the mutual use and benefit of Unit Owners.
- (x) "Residential Unit" means any Unit designated as a residential unit on the Plat.
- (y) "Unit" means a unit as defined in the Condominium Act, referring hereto to each of the separate and identified units delineated in the PLAT. Each Unit consists of the space bounded by the horizontal and vertical plane as shown on the PLAT, and all appliances, plumbing and electrical, and other fixtures located within the Unit. However, no structural parts of the Building in which a Unit is located, and no pipes, wires, conduits, ducts, flues, shafts, or utility lines located within a Unit but being part of a system which serves the Common Elements or one or more other Units, are part of a Unit.
- (z) "Unit Owner" means the person(s) who have fee simple title or one who is a co-owner in any real estate tenancy relationship that is recognized under the laws of the State of Wyoming, in one or more units and the undivided interest in the Common Elements appurtenant to it. Declarant is deemed a Unit Owner as long as declarant has legal title to any Unit.



the bylaws shall be construed to be covenants running with the land, and shall include every unit and shall be binding upon the Unit Owners, their heirs, successors, personal representatives and assigns for as long as this Northridge Patio Homes Condominiums Declaration is in effect.

4.6 If, as shown on the survey comprising the PLAT, any portion of the General Common Elements or Limited Common Elements encroaches upon a Unit or Units, or if a Unit or Units encroaches on any part of the General Common Elements or Limited Common Elements or other Unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the General Common Elements, the Limited Common Elements, or on the Units for the purpose of marketability of title. However, no easement shall be deemed to exist for:

- (a) Any Unit Owner creating an encroachment by his intentional or willful conduct, or
- (b) Any Unit Owner if the encroachment interferes with the structural integrity of the Common Elements or Limited Common Elements, or the use and enjoyment of them by other Unit Owners.

4.7 The common elements include parking areas for automobiles of Unit Owners. These areas will be initially laid out by the Declarant and may be assigned to each unit and may be changed from time to time by Declarant or by the Association. The right to use one parking space shall be an appurtenance to each unit. The original assignment of such space shall be made by Declarant until such time as Declarant no longer owns any of the units and Declarant reserves the right to assign or reassign all parking spaces if such assignment or reassignment becomes necessary. Thereafter, subsequent use and assignment of parking space shall be pursuant to regulation of the Association; provided that no change in designation of parking space shall be made for the benefit of the Unit Owner which discriminates against another Unit Owner without the latter's consent.

4.8 Each unit shall include the part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

- (a) Upper and Lower Boundaries: the upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundary:
 - (1) Upper Boundary: the plane of the lowest surface of the ceiling joists for all units.





- (2) **Lower Boundary:** the plane of the highest surface of the floor joists.
- (b) **Perimetrical boundaries:** the perimetrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries;
 - (1) **Exterior Building Walls:** the plane formed by the outside face of the innermost layer of sheetrock of the exterior walls of the buildings except that such boundary shall be extended so as to include within it all windows in the Unit.
 - (2) **Interior Building Walls:** the vertical plane of the outermost face of the layer of sheetrock of the interior wall of each Unit.

4.9 Any other provision of this Declaration to the contrary notwithstanding, the following provisions and terms shall apply to the adding of additional Phases to this Condominium:

- (a) **Addition of Phases.** The Declarant expressly reserves the right to amend this Declaration so as to submit to condominium ownership the additional Phases as set forth in this Declaration, together with improvements thereon, as a part of this condominium without consent thereto by the Association, or unit owners, other than the Declarant.
- (b) **Declaration Amendments.** The Declarant may amend this Declaration as aforescribed by filing an amendment of this Declaration among the public records of Johnson County, Wyoming, which amendment shall describe and submit the land being submitted to condominium ownership, and which amendment shall have attached thereto such certificates, surveys, plans and sketches as may be required to describe said amendment. Such amendments need be executed and acknowledged only by Declarant and need not be approved by the Association, unit owners, or lienor or mortgagees of units of the Condominium whether or not elsewhere required for amendments, save and except that so long as any recognized lending institution has any interim and permanent financing on any of the properties of the Declarant which hereby have been submitted to condominium ownership, then only in that event shall it be

mandatory for the Declarant to obtain a joinder from said recognized lending institution to amendments as provided for herein.

- (c) **Additional Phases Not Mandatory.** Nothing contained in this Declaration shall require the Declarant to submit any additional Phases to condominium ownership.
- (d) **Declarant's Right to Modify Phases.** The Declarant retains the right to modify the legal descriptions, as set forth in the **PLAT** and any Certificates of Survey, when and if recorded, and any plot plans therefor, of the additional Phases prior to submitting the same to condominium ownership. In the event modification of the legal description or plot plan of the additional Phases becomes necessary, in the Declarant's sole opinion, the Declarant shall have the right to amend the Declaration to correspond with the modified plot plans or legal descriptions and any such modifications shall be binding upon the owners of all units previously submitted to condominium ownership.
- (e) **Limitations on Declarant.** Notwithstanding the foregoing provisions of this paragraph 4.9, the Declarant shall not modify or alter any present or proposed Phases of this Condominium which would:
- (1) Increase the square footage of the entire premises as described in the **PLAT** to this Declaration by more than twenty-five (25%) of that originally set forth in the **PLAT**.
 - (2) Increase the aggregate number of condominium units within all Phases of this Condominium beyond the maximum of seventeen (17) units.

5.

COMMON ELEMENT AND UTILITY EASEMENTS

5.1 A nonexclusive right of ingress, egress and support through the limited common elements within the buildings is appurtenant to each unit, and all of the general common elements are subject to such rights.

5.2 Each Unit may have its air space penetrated by electrical wires and lines,





gas lines, mechanical equipment including air handling ducts, hot and cold water lines, waste water lines and vents and other utility and mechanical lines, pipes or equipment. A non-exclusive easement shall exist through, over and across each unit for inspection, installation, maintenance, replacement and repair of such utility lines and mechanical equipment for the use of all of the Unit Owners or the Unit Owners being serviced by the air space being penetrated by such lines and/or equipment to a minimum, ingress and egress for the purpose of such inspection, installation, maintenance, replacement or repair of such easement rights shall only be done under the direction and approval and with the authority of the Association and/or the Manager unless an emergency exists in which event any action may reasonably be taken which is justified under the circumstances to minimize damage which would otherwise occur as a consequence of such emergency.

6.

INTERIOR REMODELING

6.1 Each Unit Owner shall have the exclusive right to paint, repaint, tile, wax, paper, panel, carpet, brick or otherwise maintain, refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his own Unit, and the interior thereof, so long as such owner does not affect the structural integrity of the building in which his Unit is located.

7.

OWNERSHIP

7.1 Each Unit Owner shall be entitled to the exclusive ownership, use and possession of the Unit. Additionally, each Unit Owner shall have a percentage of undivided interest in the general common elements of NORTHTRIDGE PATIO HOMES CONDOMINIUMS. Such percentage represents the Unit Owner's ownership interest in the general common elements, and the Unit Owner's liability for common expenses. The percentage of interest in the general common elements for the respective owners shall be computed by dividing the number of Units owned into the total number of Units constructed in NORTHTRIDGE PATIO HOMES CONDOMINIUMS. Such percentage of interest owned in the general common elements by each of the Units in NORTHTRIDGE PATIO HOMES CONDOMINIUMS shall be recalculated upon the completion of each Unit and shall at no time be less than 5.8824%).

USE

8.1 The use of all of the units in Northridge Patio Homes Condominiums shall be for residential purposes only and there shall be no commercial use whatsoever, except that nothing shall prohibit a Unit Owner from leasing or renting his Unit to third persons or holding it out for lease or rental, or entering into an Agreement or contract with others for the lease or rental of his unit for residential use. However, the respective unit shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days; or any rental if the units occupants are provided customary hotel services, such as room service for food and beverage, maid service, laundry and linen service or bell boy service. The use of the general common areas shall be for the recreation and enjoyment of the Unit Owners, their guests, tenants, lessees and invites. The units and common elements shall be limited as follows:

- (a) There shall be no obstruction of the common elements, nor shall anything be stored in or on the common elements without the prior written consent of the Association. Each Owner shall be obligated to maintain and keep in good order and repair the interior of his own Unit.
- (b) Nothing shall be done or kept in any Unit or in the common elements which will increase the rate of insurance on the building or contents thereof, without the prior written consent of the Association. No owner shall permit anything to be done or except in his Unit or in the common elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste will be permitted on the common elements.
- (c) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building, and no sign, awning, canopy, radio or television antenna shall be affixed to or placed upon the exterior walls or roof of any part thereof, without the prior written consent of the Association.
- (d) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to Unit Owners or which interferes with the peaceful possession and proper use of the property by its residents. No offensive or unlawful use shall be made of the property nor any part thereof, and all valid laws, zoning ordinances and regulations of all





governmental bodies having jurisdiction thereof shall be observed.

- (e) Nothing shall be done in any unit or in, on or to the common elements which will impair the structural integrity of the building or which would structurally change the building, except as otherwise provided herein.
- (f) No animals of any kind shall be raised, bred, or kept in any Unit, except that dogs, cats, and other household pets may be kept subject to rules and regulations from time to time adopted or amended by the Association.
- (g) Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Association.
- (h) No firewood may be stored anywhere but in the Owner's own garage. However, all garages are to be primarily used for storage of Owner's vehicles.

9.

OWNERS' ASSOCIATION

9.1 Any Owner of a Unit in NORTHRIDGE PATIO HOMES CONDOMINIUMS shall automatically, upon becoming the Owner of said Unit, be a member of the NORTHRIDGE PATIO HOMES CONDOMINIUM ASSOCIATION, hereinafter referred to as the Association, and shall remain a member of said Association until such time as his membership in said Association shall automatically cease. The membership shall be limited to Unit Owners as defined in this Declaration.

9.2 It shall be the function of the Association to:

- (a) Adopt Bylaws for the governance of the Association.
- (b) Make provisions for the general management; and/or repairs and maintenance of Northridge Patio Homes Condominiums.
- (c) Levy assessments as provided for in the Declaration, Bylaws and Unit Ownership Act.
- (d) Adopt and implement a policy for the affairs of the condominium.

- (e) Enter into contracts or hire personnel for the management of the affairs of the Association and the maintenance and repair of the common areas.

9.3 The Association shall be incorporated in the State of Wyoming as a nonprofit, domestic corporation under the name of Northridge Patio Homes Condominium Association. The Association is the governing body for Unit Owners, with regard to the operation and maintenance of the Property as provided in the Declaration, the Bylaws, and the Act.

9.4 The Board of Directors constitutes the governing body of the Association. Board of Directors is to be elected and will serve in accordance with the Bylaws of the Association.

9.5 The Association will not conduct a business of any kind. The Association's activities are for the sole benefit of the Unit Owners. All funds received by the Association are to be held and applied for the use and benefit of the Unit Owners, pursuant to the Declaration and Bylaws.

9.6 The Board of Directors of the Association shall have the power to act as follows:

- (a) *Fiscal Year.* The Board is to establish the fiscal year of the Association, and may change it.
- (b) *Managing Agent.* The Board may employ a managing agent to operate and maintain the Property. The cost of employment of the managing agent is a common expense.
- (c) *Initial Management Agreement.* The initial Board shall designate Robert R. Huff as the initial managing agent.
- (d) *Disputes Between Unit Owners.* The determination of the Board with regard to any dispute between Unit Owners relating to the Property or any question concerning the interpretation or application of this Declaration of the Bylaws is final and binding on all Unit Owners.

9.7 The Board and its members, the officers of the Association, and Declarant will not be personally liable to the Unit Owners for any acts or omissions while acting in such capacity except for acts or omissions constituting gross negligence or fraud.





9.8 The Unit Owners will indemnify and hold harmless the Board and its members, the officers, and Declarant (and each of their heirs, executors, administrators, successors, and assigns) as provided in the Bylaws.

9.9 On all matters, unless excluded by this Declaration, to be decided by the Association, each Unit shall be entitled to one vote. Except as otherwise provided in the Unit Ownership Act, this Declaration or the Bylaws, a majority of the aggregate interest present at any meeting or by proxy shall be sufficient to act on matters brought before the Association. Meetings of the Association shall only be conducted when a quorum is present, as defined in the Association Bylaws.

9.10 Each owner shall comply strictly with the provisions of this Declaration, the Bylaws of the Association, and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all costs, including attorney fees incurred in connection therewith, which action shall be maintainable by the Manager in the name of the Association, on behalf of the owner, or in the proper case, by an aggrieved owner.

9.11 All assessments shall be due ten (10) days from the date of mailing such assessment following the meeting at which time assessments are levied by the Association, and shall be payable monthly, at the option of the Unit Owner, in advance in one annual payment. The amount of the common expenses assessed against each Unit, and the amount of limited common expenses assessed against each Unit shall be the personal and individual debt of the owner thereof. No owner may exempt himself from liability for this contribution toward the common expenses and the limited expenses by waiver of the use of enjoyment of any of the general common elements or limited common elements or by abandonment of his Unit. All assessments which are not paid within thirty (30) days from the date they are due and payable become delinquent and are subject to interest and penalty charges. The Association or Manager shall have the responsibility of taking prompt action to collect any unpaid assessment which becomes delinquent. In the event of delinquency in the payment of the assessment, the Unit Owner shall be obligated to pay interest at the rate of 15% per annum on the amount of the assessment from the due date thereof, together with all expenses, including attorney fees incurred, together with such late charges as are provided in the Bylaws of the Association. Suit to recover a money judgment for unpaid common expenses and limited expenses may be maintainable without foreclosing or waiving the lien securing the same.

9.12 The Association of Unit Owners shall levy assessments upon the Unit Owners in the following manner and for the following reasons:



- (a) Assessments shall be made as a part of the regular business of the Association at any regular or special meeting thereof as provided in the bylaws of the Association. Notice of the assessment, amount thereof, and the purpose for which it is made whether regular or special, including an annual budget for expenditures and operation, shall be served on all Unit Owners affected by delivering a copy of the same to the Owners personally or by mailing a copy of the notice to the Owners at their addresses of record at least ten (10) days prior to the date for such meeting.
- (b) Assessments shall be made for the repair, replacement, general maintenance, management and administration of common elements, fees, costs and expenses of the manager, taxes for common areas if any, and for the Unit Owner's percentage share of any Special Improvement District Assessments. Assessments shall be based upon and computed by using the percentage of interest that each Unit Owner has in the general common elements.
- (c) Assessments may also be made for the payment of limited common element expenses such that the Unit Owners are chargeable only for the expenses relating to their respective units or building. Unit Owners shall share in the payment for limited expenses for the repair, maintenance and replacement of limited common elements of their respective Units in accordance with the percentage the Unit or Units have in the limited common elements for which the assessment is being made. If only one unit is associated with the limited common elements involved, then the entire cost of such repair, maintenance or replacement shall be borne by that Unit.
- (d) Assessments may also be made for any purpose contemplated by this Declaration and for any purpose set out in the Condominium Ownership Act.
- (e) Common expenses and profits, if any, of the condominiums shall be distributed among and charged to, the Unit Owners according to the percentage of undivided interest of each in the common elements.
- (f) In a voluntary conveyance of a Unit, the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid



assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the Manager or Board of Directors of the Association, as the case may be, setting forth the amount of said unpaid assessments against the Grantor due the Association and such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the Grantor in excess of the amount therein set forth.

- (g) At the time the Association holds its first meeting, a reserve account shall be set up to which initial assessments shall then be deposited, and which assessment shall be a sum that is equal to two times the monthly assessment fee for that year multiplied by the number of Units in the project. Said total amount shall then be divided equally among all Unit Owners. If the Declarant still holds title to one or more Units, he shall pay the amount assessed against each Unit so owned.

10.

DECLARANTS' RIGHT TO CHANGE

10.1 Declarant reserves the right to establish easements, reservations, exceptions and exclusions consistent with the condominium ownership project and the site plan and floor plans filed herewith.

10.2 Notwithstanding any other provisions expressly or impliedly to the contrary contained in this Declaration, the Articles of Incorporation or Bylaws of the Association, Declarant reserves the right to exercise the rights, duties and functions of the Board of Directors of the Association until 75% of the condominium units have been sold. During such period of development and sale, any monthly assessment for common expenses shall be based upon the estimate of the actual cost thereof, excluding therefrom any estimated amount for contingencies, reserves or sinking funds, and Declarant shall pay his pro rata share thereof only for those condominium units which have been completed. During the period when fewer than all of the Units have been erected, the common expenses shall be allocated among the Owners of such existing Units, and during such period, Declarant shall pay the real estate taxes and assessments on that part of the land described herein which remains undeveloped but on which condominium units will be subsequently constructed.

AMENDMENT**11.1 Amendment of this Declaration shall be made in the following manner:**

- (a) At any regular or special meeting of the Association of Unit Owners, such amendment may be proposed as a resolution by any Unit Owner, the Board or Manager. Upon adoption of the resolution by a majority vote of those present, the amendment shall be made a subject for consideration at the next succeeding meeting of the Association with notice thereof, together with a copy of the amendment, to be furnished to each owner no later than thirty (30) days in advance of such meeting. At such meeting, the amendment shall be approved upon receiving the favorable vote of seventy-five percent (75%) of the total percentage vote of all the Unit Owners. If so approved, it shall be the responsibility of the Association to record the amendment in the office of the County Clerk of Johnson County, Wyoming.

11.2 Notwithstanding the procedure set forth above, the Declarant may amend this Declaration, or any other project document, prior to any sale or lease of a Unit or interest thereof.

CHANGES TO UNITS

12.1 The interior plan of a Unit may be changed by the Unit Owner, at said Unit Owner's sole expense. The boundaries between Units may be changed only by the filing of an amended plat in accordance with all requirements of this declaration. No change in the boundaries of Units shall encroach upon the boundaries of the Common Elements. Each Unit Owner is responsible for any damages caused to other Units or the Common Elements by his alterations or additions.

12.2 Boundary walls must be equal in quality of design and construction to the existing boundary walls. A change in the boundaries between Units shall be set forth in an amendment to this Declaration. In addition to compliance with the provisions of paragraph VII above, such amendment must further set forth and contain plans for the Units concerned showing the Units after the change in boundaries, which plans shall be drawn by an architect licensed to practice in





Wyoming, and attached to the amendment as exhibits, together with the certificate of architect or engineer required by the Unit Ownership Act. Such an amendment shall be signed and acknowledged by the owners of the Units concerned, as well as those owners with an interest in any common element affected. The amendment shall also be approved by the Board of Directors of the Association, and signed and acknowledged by all lienors and mortgagees of the Units concerned.

12.3 No Unit Owner may, except as provided in paragraph 20, make any alterations or additions to the Common Elements without the Board's prior written consent.

12.4 Alterations and additions to the Common Elements may be authorized by the Board and charged as common expenses, as provided in the Bylaws.

13.

MAINTENANCE BY UNIT OWNERS

13.1 Each owner shall maintain and keep in repair the interior of his own Unit, including the fixtures thereof. All fixtures and equipment installed in the Unit, commencing at a point where the utilities enter the Unit, shall be maintained and kept in repair by the owner thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement.

13.2 Each owner shall also keep any balcony, entrance or deck area appurtenant to his Unit in a clean and sanitary condition. The right of the each owner to repair, alter, and remodel is coupled with the obligation to replace any finishing or other materials removed with similar type or kinds of materials. All glass replacement shall be with similar quality, shade and design. No act or alteration, repairing or remodeling by any Unit Owner shall impair in any way the integrity of the adjoining Units or the integrity of limited common elements or general common elements.

13.3 No Owner may change, alter or remodel the exterior of his Unit without the prior written approval of the Association.

13.4 Labor performed and materials furnished and incorporated into a Unit with the consent of or at the request of the Unit Owner, his agent, his contractor or subcontractor shall be the basis for the filing of a lien against the Unit of the Unit Owner consenting to or requesting the same. Each Unit Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Unit or any other Owner or against the general or limited common elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at Such Owner's request.

LIENS AND FORECLOSURE

14.1 All sums assessed but unpaid for the share of general common expenses and limited common expenses chargeable to any Unit shall constitute a lien on such Unit, superior to all other liens and encumbrances, except only for tax and special assessment liens on the Unit in favor of any assessing authority, and all sums unpaid on a first mortgage, a first trust indenture, or contract for deed, of record. To evidence such lien, the Association shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of accrued interest and late charges thereon, the name of the Unit Owner, and a description of the Unit. Such notice shall be signed and verified by one of the officers of the Association or by the Manager, or his authorized agent, and shall be recorded in the office of the County Clerk of Johnson County, Wyoming. Such lien shall attach from the date of recording such notice. Such lien may be enforced by the foreclosure of the defaulting Owner's Unit by the Association as provided in the Condominium Ownership Act in like manner as foreclosure of a mortgage on real property. In any foreclosure, the Unit Owner shall be required to pay a reasonable rental for the unit, if so provided in the Bylaws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgement for unpaid common expenses shall be maintainable without foreclosure or waiving the lien securing the same. In any such proceeding the Owner may be required to pay the costs, expenses and attorney's fees incurred in filing a lien, and in the event of foreclosure proceedings, additional costs, expenses and attorney's fees incurred.

14.2 The Association shall have the power to bid on the Unit at a foreclosure or other legal sale, and to acquire and hold, lease, mortgage and vote the votes appurtenant to, convey or otherwise deal with the same. Any lienholder holding a lien on a the Unit may pay, but shall not be required to pay, any unpaid general common expenses, or limited common expenses payable with respect to any such Unit, and upon such payment such lienholder shall have a lien on said Unit for the amounts paid of the same priority as the lien of his encumbrance without the necessity of having to file a notice or claim of such lien.

INSURANCE

15.1 All insurance policies upon Northridge Patio Homes Condominiums property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Wyoming.





- (a) **Named Insured:** The named insured shall be the Association individually and as agent for the Unit Owners without naming them. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the insurance Trustee. Unit Owners may obtain insurance coverage, at their own expense, upon their own personal property and for their personal liability and living expense.
- (b) **Copies to Mortgagees:** One copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee of a Unit Owner on request.

15.2 Types of coverage shall include:

- (a) **Casualty:** All buildings and improvements upon the land shall be insured in an amount equal to the full insurable replacement value, and all personal property included in the common elements shall be fully insured, With all such insurance to be based on current replacement value, as determined annually by the Board of Directors, but subject to such deductible clauses as are required in order to obtain coverage at reasonable costs. Such coverage shall afford protection against:
 - (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
 - (2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including, but not limited to, vandalism and malicious mischief.
 - (3) Errors and omissions insurance and such other insurance as it seems desirable to insure the Property, directors, and officers of the Association, and members of any committee appointed under the Bylaws, from liability arising from the fact a person was a director or officer of the Association or a Committee member.

- (4) A fidelity bond, in an amount not less than 100 percent of the total annual budget, indemnifying the Association, Board, and Unit Owners for loss of funds arising from fraud or dishonesty of the Association's employees, the managing agent, and any other person handling funds of the Association, Board, or Unit Owners;

The policies shall state whether air handling or service equipment, interior fixtures and carpets are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association.

- (b) **Public Liability:** In such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverage, if applicable, and with cross-liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.
- (c) **Other Insurance:** Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable and as may be required by the Federal and State laws.

15.3 Each Unit Owner is responsible for obtaining, at his option,

- (a) Insurance for the contents of his Unit (and the Limited Common Elements serving it), improvements to it, and personalty stored on the Property, and
- (b) Additional hazard or liability insurance above the coverage obtained for all Unit Owners by the Board

15.4 Premiums for insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the common elements by a Unit Owner shall be assessed against the Owner. Not less than ten (10) days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

15.5 All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests





may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Wyoming with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is herein referred to as the insurance trustee. The insurance trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated in this instrument and for the benefit of the Unit Owners, and their mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

- (a) Unit Owners - an undivided share for each Unit Owner, such share being the same as the undivided share in the common elements appurtenant to his Unit.
- (b) Mortgagees - In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear: provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right: to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit owner and mortgagee pursuant to the provision of this Declaration.

15.6 Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

- (a) Miscellaneous: Expenses of administration, the insurance trustee, and construction or remodeling supervision shall be considered as part of the cost of construction, replacement or repair.
- (b) Reconstruction or Repair - If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.
- (c) Failure to Reconstruct or Repair - If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining

proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

- (d) Certificate - In making distribution to Unit Owners and their mortgagees, the insurance trustee may rely upon a certificate from the Association made by its representative or Manager as to the names of the Unit Owners and their respective shares of the distribution.

15.7 The Association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each Owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

15.8 Certain provisions in this paragraph entitled "Insurance" are for the benefit of mortgagees or trust indenture beneficiaries of condominium units, and such provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee or beneficiary.

15.9 Reconstruction shall be as follows:

- (a) **Repair After Casualty.** If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:
 - (1) Lesser Damage - If a Unit or Units are found by the Board of Directors of the Association to be tenantable after the casualty, the damaged property shall be repaired.
 - (2) Greater Damage - If a Unit or Units are found by the Board of Directors to be not tenantable after the casualty, the damaged property shall be reconstructed or rebuilt.
 - (3) Certificate - The insurance trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.





- (b) **Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans for specifications and the original improvements, or if not, then according to plans and specifications approved by the Board of Directors and by more than seventy-five percent (75%) of the Unit Owners, including the Owners of all Units the plans for which are to be altered. Any such reconstruction not in accordance with the original plans and specifications must be set forth in an amendment to the Declaration, which amendment shall be prepared and filed of record in accordance with the provisions of such amended filing, more particularly set forth in Paragraph 11 hereinabove.
- (c) **Responsibility.** The responsibility for reconstruction or repair after casualty shall be the same as for maintenance and repair of the condominium property, and the Association shall work with the insurance trustee to carry out the provisions of this Article.
- (d) **Assessments.** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair for which the Association is responsible, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds to the payment of such costs. Such assessments shall be in proportion to the Owner's percentage of interest in the general common elements.
- (e) **Construction Funds.** The funds for payment of costs of reconstruction or repair after casualty, which shall consist of proceeds of insurance held by the insurance trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in the sound discretion of the trustee and according to the contract of reconstruction or repair, which contract must have the approval of the Board and the Unit Owners involved.
- (f) **Surplus.** It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from the insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be paid to the Association for the use and benefit of the Unit Owners.

REMOVAL OR PARTITION - SUBDIVISION

16.1 Northridge Patio Homes Condominiums may only be removed from condominium ownership, and may only be partitioned or sold, upon compliance with each of the conditions hereof:

- (a) The Board of Directors of the Association must approve the plans of removal, partition or sale, including the details of how any partition or sale, and the distribution of property or funds, shall be accomplished.
- (b) The plan of removal, partition, or sale must be approved as provided in the Condominium Ownership Act. If approval for any of the foregoing is not required by the Condominium Ownership Act, then approval shall be required from at least seventy five percent (75%) of the Owners. Upon obtaining such approval, the Board shall be empowered to implement and carry out the plan of removal, partition, or sale.
- (c) This section shall not apply to the sale of individual Units and shall not be considered as a right of first refusal.
- (d) The common elements of Northridge Patio Homes Condominiums shall not be abandoned, partitioned, subdivided, encumbered, sold or transferred without compliance with all of the above requirements.

ACCESS TO PROPERTY

17.1 The Association shall have the irrevocable right, to be exercised by the Manager or Board of Directors, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the limited common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the general or limited common elements or to any other Unit.

17.2 Damage to the interior or any part of the Unit resulting from maintenance, repair, emergency repair or replacement of any of the general or limited





common elements, or as a result of an emergency repair within another Unit at the instance of the Association, shall be designated either limited or general common expenses by the Association and assessed in accordance with such designation.

17.3 Declarant and its agents, employees, contractors, and subcontractors (and their agent and employees) are granted access to the Property during the period of sale of any Units, as is necessary or desirable for such sale. Declarant may use one or more unsold Units as a model unit and/or sales office and may maintain customary signs for the sale of the Units.

18.

OWNERSHIP AND USE OF COMMON ELEMENTS

18.1 The Common Elements are owned by the Unit Owners as tenants in common in accordance with each Unit Owner's percentage interest in them. Each Unit Owner is entitled to the percentage ownership of the Common Elements allocated to the owner's Unit as specified in paragraph 7. Each Unit Owner's interest is an undivided interest in the Common Elements.

18.2 Each Unit Owner, and his family, agents, invitees, licensees, and tenants, has the non-exclusive right to use the Common Elements other than

- (a) The Limited Common Elements;
- (b) Parts of the Common Elements subject to leases as provided in herein;
- (c) To interfere with any Owner's right to the use and enjoyment of a Unit. (example: an Owner may not habitually use the common elements adjacent to another Unit for recreation rather than using the common elements adjacent to the Owner's Unit.)

18.3 A Unit Owner's right to use the Common Elements is in common with all other Unit Owners and is for such use as relates to the Unit Owner's use, occupancy, and enjoyment of the owner's Unit.

18.4 The Association may, subject to the Declaration and Bylaws, lease and grant concessions or easements on parts of the Common elements. Income arising from such leases and grants are to be used for the benefit of the members of the Association pursuant to rules, resolutions, or regulations the Board may adopt.

USE OF LIMITED COMMON ELEMENTS

19.1 Each Unit Owner has the right to exclusive use and possession of the Limited Common Elements that are contiguous to and serve solely his Unit, and adjoining Units have sole rights of use and possession of Limited Common Elements serving solely such Units.

19.2 The right to use and/or possess Common Elements or Limited Common Elements are governed by the Act, Declaration, Bylaws, and the Association's rules and regulations.

COMMON EXPENSE

20.1 Each Unit Owner is responsible for the payment of his share of the expenses of administration and operation of the Common Elements (including maintenance, repair, replacements and additions) and other expenses (including, but not limited to, water and sewage charges, insurance, lawn mowing and care, snow removal, outside lamp illuminating units) incurred by the Association in accordance with the Declaration and Bylaws (referred to as the "Common Expenses"). Each Unit Owner's share is equal to his percentage ownership interest in the Common Elements. The time and amounts of payment (including any prepayments) shall be determined as provided in the Bylaws. No Unit Owner is relieved by any obligation to pay for his share of Common Expenses by waiver, lack of use, or enjoyment of the Common Elements (or Limited Common Elements), or abandonment of his Unit.

20.2 The Declarant has no responsibility for maintenance, repair, or replacement of any portion of the Common Elements after recordation of this Declaration, except for its responsibility as a Unit Owner.

20.3 The amount of any Unit's unpaid share of Common Expenses, plus interest at the rate of 10 percent per annum (or such greater rate as may be permitted by law), shall become a lien on such Unit Owner's interest in the Property on the owner's default in making payment on the due date. Such a lien is subordinate to the lien of any prior recorded mortgage held by a financial institution or institutional investor affecting the Unit or the Property, except for expenses due and payable after said mortgagee takes possession of the Unit, accepts transfer of the owner's interest (other than as security), or obtains appointment of a receiver in a foreclosure proceeding.





20.4 This Paragraph may not be amended or rescinded in any way without the prior written consent of all lien holders of record.

21.

REAL ESTATE TAXES

21.1 Each Unit and the percentage ownership interest in the Common Elements allocated to it will be separately taxed for real estate taxes, as provided in the Act. If real estate taxes for the Property are not separately assessed in any year then such taxes shall be a common expense as defined in Paragraph 20.

22.

MAINTENANCE, REPAIRS, REPLACEMENTS

22.1 The Association is responsible for all maintenance, repairs, and replacements of and within the Common Elements. The Association will decorate Common Elements (other than Limited Common Elements), and redecorate Units if necessitated by damage caused by maintenance, repair, or replacement of the common elements by the Association, and the costs incurred shall be common expenses as defined in Paragraph 20.

22.2 Each Unit Owner is responsible, at his own expense, for all maintenance, repairs, and replacements within the owner's Unit (including perimeter wall, floors, and ceiling). Each Unit Owner is responsible, at the owner's expense, for all decorating within the owner's Unit and of the Limited Common Elements serving the owner's Unit. Each Unit Owner must maintain perimeter walls, ceilings, and floors in good condition. Maintenance and use (other than decoration) of such perimeter surfaces are subject to such reasonable rules as the Association may adopt.

22.3 For the purpose of allocating the maintenance, repair and replacement duties for which the Unit Owners and the Association are responsible in accordance with paragraphs 22.1 and 22.2 hereof, a Maintenance List is attached hereto as Exhibit "A".

22.4 Costs of maintenance, repairs, and replacements of or within the Common Elements shall be common expenses as defined in Paragraph 20. At the Board's discretion, maintenance, repairs, or replacements of or within the Limited Common Elements may be assessed, in whole or in part, to the Unit Owners that benefit. Any maintenance, repair or replacement required of or within the Common

Elements or Limited Common Elements due to the willful action or negligence of Unit Owner (or his family, agent, invitee, licensee) shall be the responsibility of an paid for by such Unit Owner to the extent not covered by insurance. The Board shall have the right to assess such Unit Owner for such costs and such assessment shall constitute a lien on such Unit as provided in paragraph 14.1 hereof.

23.

MORTGAGES

23.1 Each unit owner may subject his Unit and the percentage ownership interest in the Common Elements allocated to it, but only his Unit and such interest to a mortgage or other lien.

24.

REMEDIES OF THE BOARD

24.1 If any Unit Owner violates the provisions of the Act, Declaration, Bylaws or the rules and regulations adopted by the Association or Board, the Association and Board have all the rights and remedies provided in the Act, Declaration, Bylaws, and rules and regulations, and which are available at law or in equity.

24.2 All expenses incurred by the Association or Board regarding any action involving such a violation (including court costs and attorneys' fees) and a consequential damages, as well as interest on such sums at the rate of ten percent (10%) per annum until paid, may be added to the common expenses payable by such Unit Owner. The Association and Board have all rights for nonpayment of such expenses as it has for nonpayment of common expenses.

24.3 If a Unit Owner violates the Act, Declaration, Bylaws, or rules and regulations of the Association or Board, the Board may, on the unit owner's behalf remedy the unit owner's default and all expenses incurred in the connection with the Board's action shall be charged against the Unit Owner as provided in subparagraph (b) above. The Board may, among other things, enter a Unit or Limited Common Elements and abate or remove any condition constituting a default, without being guilty of trespass.

24.4 The rights of the Association and Board are cumulative.





25.

WARRANTIES

25.1 The Declarant expressly makes no warranties or representations concerning the property, the Units, the Declaration, Bylaws, or deeds of conveyance except as specifically set forth therein, and no one may rely upon such warranty or representation not so specifically expressed therein. Estimates of common expenses are deemed accurate, but no warranty or guarantee is made or is intended, nor may one be relied upon.

26.

AMENDMENTS

26.1 This Declaration may be amended by a written instrument, duly acknowledged, enumerating the amendment and signed by Unit Owners owning seventy-five, percent (75%) of the ownership interest in the Common Elements. If the Act, Declaration, or Bylaws require all Unit Owners, or lien holders, to consent, then all Unit Owners, or lien holders, must sign the amendment. All lien holders of record shall be given written notice of any amendment and an affidavit of the notice, certified by the Association's secretary, will be made a part of the signed amendment.

26.2 An amendment of this Declaration is effective upon recording in the office of the County Clerk of Johnson County, Wyoming.

27.

NOTICES

27.1 All notices must be in writing and if addressed to the Association or board shall be sent to WILD HORSE LAND CORPORATION 184 Rock Creek Road, Buffalo, Wyoming 82834 or such other address as Declarants may designate by written notice to all Unit Owners. All notices to a Unit Owner shall be sent to the mailing address of his Unit or to such other address as he may designate by written notice to the Association. Notices are deemed given when mailed or delivered in person. On written request to the Association, it will give a mortgagee of any Unit copy of notices sent to the Unit Owner.

28.

SEVERABILITY

28.1 If any provision of the Declaration, or its application in any circumstance is held to be invalid or unenforceable, the remainder of the Declaration, or application of the provision in question in other circumstances, is not affected and is to be construed as if the invalid or unenforceable provision was not part of the Declaration.

29.

NO WAIVER

29.1 No provision of this Declaration is deemed waived by any failure to enforce it regardless of the number of breaches that may occur.

30.

BINDING EFFECT

30.1 Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of the Declarant, the Association and each Unit Owner, and the heirs, personal representatives, successors and assigns of each.

31.

UTILITY EASEMENTS

31.1 In addition to the easements provided for herein, easements are reserved through the condominium property as may be required for utility services, including heat, air conditioning, water, sewer, power, telephone, natural gas and cable television, in order to serve Northridge Patio Homes adequately. However, such easements through the property or Units shall be only according to the plans and specifications for the Unit building, as set forth in the recorded plat, or as the building is constructed, unless approved in writing by the Unit Owner.

31





32.

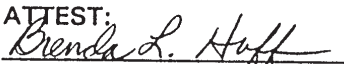
INTERPRETATION

32.1 The provisions of the Declaration and of the bylaws to be promulgated and recorded herewith, shall be liberally construed to effectuate the purpose of the Declaration and Bylaws and to create a building or buildings subject to and under the provisions of the Condominium Ownership Act, and shall be construed and enforced in accordance with the laws of the state of Wyoming.

DATED this 8th day of August, 1996.

DECLARANT:
WILD HORSE LAND CORPORATION:

By 
ROBERT R. HUFF, President

ATTEST:

BRENDA L. HUFF, Secretary

STATE OF WYOMING)
) ss.
County of Johnson)

The foregoing instrument was acknowledged before me by ROBERT R. HUFF, President of WILD HORSE LAND CORPORATION, a Wyoming corporation, who acknowledged said instrument to be the free act and deed of said corporation this 8th day of AUGUST, 1996.

Witness my hand and official seal.


Notary Public

My Commission Expires: 3/10/99

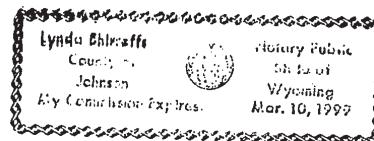


EXHIBIT "A" - MAINTENANCE LIST

The following is a listing of the items within the Project, the maintenance, repair and replacement duty for which Owners and the Association are responsible in accordance with Section 22.1 and 22.2 of the Declaration.

COMPONENT(S)	OWNER	ASSOC.
Appliances - Built-in	✓	
Appliances - Free Standing	✓	
Bearing Walls, Non-bearing Walls, Studs, Frames, Tie-Downs, other structural items		✓
Carpeting - in Units	✓	
Carport/Driveway/Parking Space-Concrete and Asphalt Surfaces	✓	
Caulking - Exterior		✓
Caulking - Interior	✓	
Common Area Improvements		✓
Crawl Spaces in Attic (including personal contents)	✓	
Doorbell - Exterior Components/Button Switch	✓	
Doorbell - Interior Components	✓	
Doors - Entry - Frame & Door		✓
Doors - Entry - Locks and Hardware	✓	
Doors - Entry - Painting - Exterior Surface		✓
Doors - Entry - Painting - Interior Surface	✓	
Doors - Entry - Weather Stripping/Waterproofing	✓	
Doors - Interior	✓	
Doors, Screen/Storm/Security	✓	
Doors, Sliding Glass	✓	
Doors, Sliding Glass Frame and Tracks	✓	
Doors, Sliding Glass - Screen	✓	
Drainage Systems (e.g. ditches, catch basins)		✓





COMPONENT(S)	OWNER	ASSOC.
Drains - Bathtubs, Showers, Sinks	✓	
Drains - Curb		✓
Drains - Yards		✓
Dryer Vents - Cleaning (Personal)	✓	
Dryer Vents - Repair (Personal)	✓	
Drywall - Damage Repairs (e.g. cracks, inside minor localized water damage, dents, holes, etc.)	✓	
Drywall - Interior - Replace	✓	
Electrical Panel/Circuit Breakers/Interior	✓	
Electrical Switches, Sockets, Wall Plates - Interior	✓	
Electrical Wiring - Interior	✓	
Exhaust Fans	✓	
Exterior Building Surfaces		✓
Exterior Faucets, Handles, Washers		✓
Exterior Lighting Fixtures (Common Area)		✓
Fences - Common Area		✓
Fences - Individual	✓	
Fireplace - Chimney - Exterior and Spark Arrestor	✓	
Fireplace - Chimney Flue	✓	
Fireplace - Chimney - Interior - Cleaning	✓	
Fireplace - Fire Brick (fire box) ¹	✓	
Fireplace - Mantlepiece, Trim and Facing	✓	
Floor Coverings - Carpet, Linoleum, Tile and Vinyl	✓	
Front Entry Landings - Surface	✓	
Furnace - Unit Systems - Electric Wall Heaters	✓	

¹Ceramic brick walls of fireplace.



COMPONENT(S)	OWNER	ASSOC.
Garage Door Openers	✓	
Garage Doors - Replacement	✓	
Garbage Disposal	✓	
Gas Lines - Below Ground		✓
Glass	✓	
Gutters & Downspouts (except extensions added by Owner)		✓
Hose Bibs		✓
Insulation		✓
Landscaping		✓
Lighting Fixtures - Common Areas		✓
Lighting Fixtures - Inside Units	✓	
Lighting Fixtures - Outside - Front	✓	
Lighting Fixtures - Outside - Patio	✓	
Linoleum Flooring - Units	✓	
Owner Installed Improvement	✓	
Painting - Interior	✓	
Patio Deck Membranes/Waterproofing	✓	
Patio Deck Railings - Painting (Outside Surfaces)	✓	
Patio Deck Railings - Painting (Inside Surfaces)	✓	
Patio Deck Railings - Replacement		✓
Patio Painting	✓	
Plumbing Fixtures - Interior (Toilets/Tubs/Sinks/Faucets, etc.)	✓	
Plumbing Lines - Inside Unit, if not located behind or within walls, floors or ceilings	✓	
Plumbing Lines - Located within floors, behind or within walls or ceilings, and in Common Area		✓
Roof Decking		✓



COMPONENT(S)	OWNER	ASSOC.
Roof Flashing & Other Roofing Components		✓
Roof - Owner Installed Laundry Vent	✓	
Roof Shingles/Tiles		✓
Roof Underlayment		✓
Roof Vents		✓
Sewer Backups		✓
Sewer Lines - Common Use		✓
Sewer Lines - Single Use		✓
Sidewalks - Common Areas		✓
Sidewalks - Entry		✓
Slab (Excluding Patio Slabs)		✓
Sliding Patio Door Flashing/Waterproofing		✓
Sliding Patio Door Frames & Tracks		✓
Sliding Patio Door Hardware	✓	
Sliding Patio Doors, Glass	✓	
Spraying for Household Pests (Ants, Fleas, etc.)	✓	
Spraying for Landscaping Pests		✓
Streets		✓
Stucco Painting/Coloring		✓
Stucco Repair & Replacement		✓
Toilet - Wax Ring	✓	
Toilets - Fixture & Components	✓	
Trim - Wood - Exterior - Maintenance & Replacement		✓
Trim - Wood- Exterior - Painting		✓
Wallpaper/ Paneling	✓	
Water Heater - Individual	✓	



COMPONENT(S)	OWNER	ASSOC.
Water Heater - Laundry Room	✓	
Water Lines - Inside Unit, if not located behind or within walls or ceilings, and in Common Area	✓	
Water Lines - Located within floors, behind or within walls or ceilings, and in Common Area		✓
Window and Door Glass	✓	
Window and Slider Screens	✓	
Window Flashing/Waterproofing	✓	
Window Frames		✓
Window Hardware	✓	
Wiring - Cable TV		✓
Wiring - Electrical - From Breaker into Unit Interior	✓	
Wiring - Electrical - From Outside to Breaker in Unit		✓
Wiring - Telephone	✓	