

AIRPORT ESTATES CONDOMINIUMS ADDITION

IN THE TOWN OF TORRINGTON, GOSHEN COUNTY, WYOMING
AMENDED

709244

BOOKED INDEXED
ABSTRACTED MICROFILMED
Goshen County

STATE OF WYOMING
COUNTY OF GOSHEN
FILED 8-28-85
BOOK 141 PAGE 14
Wanda L. Goshen, Clerk
9:00AM

- LEGEND**
- G.C.E. ALL AREAS NOT CROSS-HATCHED ARE DESIGNATED AS "GENERAL COMMON ELEMENTS"
 - L.C.E. ALL AREAS MARKED WITH THIS ARE DESIGNATED AS "LIMITED COMMON ELEMENTS" FOR THE ENJOYMENT OF THE SPECIFIC REFERENCED UNIT.
 - [Hatched] ALL AREAS MARKED THIS ARE THE UNITS
 - [Dashed] OUTLINES PERIMETER OF UNITS WITH ALL UNIT DIMENSIONS BEING PERIMETER DIMENSIONS ON THIS MAP.

SURVEYOR'S CERTIFICATE
STATE OF WYOMING
COUNTY OF GOSHEN

I, ROBERT W. TAYLOR, OF ² ENGINEERING AND LAND SURVEYING, OF TORRINGTON, WYOMING, HEREBY CERTIFY THAT THIS PLAT OF "AIRPORT ESTATES CONDOMINIUMS ADDITION" WAS MADE UNDER MY DIRECT SUPERVISION FROM NOTES TAKEN DURING AN ACTUAL FIELD SURVEY MADE BY ME ON FEBRUARY 23, 1984 AND FROM THE ARCHITECTURAL DRAWINGS BY WHICH THE CONDOMINIUM UNITS WERE CONSTRUCTED AND THAT IT ACCURATELY REPRESENTS THE LOCATION AND ALL DIMENSIONS, ELEVATIONS AND DETAILS OF THE CONDOMINIUM UNITS AND THAT THE MAP WAS PREPARED FOLLOWING SUBSTANTIAL COMPLETION OF THE IMPROVEMENTS.

IN ADDITION, I HEREBY CERTIFY THAT THE REAL PROPERTY SHOWN HEREON AS "AIRPORT ESTATES CONDOMINIUMS ADDITION" IN THE TOWN OF TORRINGTON, GOSHEN COUNTY, WYOMING, IS EXACTLY THE SAME PROPERTY THAT WAS ANNEXED INTO THE TOWN OF TORRINGTON BY ORDINANCE 62 WHICH WAS PASSED ON MAY 27, 1981 AS "AIRPORT ESTATES" WHICH IS ALSO THE EXACT SAME PROPERTY THAT WAS SOLD BY THE JORDAN-WYOMING COMPANY TO RADFORD C. SMITH BY WARRANTY DEED DATED JUNE 13, 1976 AND RECORDED IN BOOK 306, PAGE 333 OF THE GOSHEN COUNTY CLERK'S RECORDS. I FURTHER CERTIFY THAT I WAS PERSONALLY EMPLOYED BY DONALD R. HORTON, WYOMING P.E.S. #677 FROM MAY, 1973 TO MAY, 1980 AND I CERTIFY THAT DONALD R. HORTON ORIGINALLY SURVEYED THE PROPERTY TO BE SOLD AND THAT I HAVE PERSONAL REMEMBRANCE AND KNOWLEDGE THAT THE ORIGINAL INTENT OF THE SALE OF THE LAND FROM JORDAN-WYOMING COMPANY TO RADFORD C. SMITH WAS TO SELL THAT PART OF THE NE 1/4 SE 1/4 OF SECTION 10, T42N, R61W, OF THE 6TH P.M., GOSHEN COUNTY, WYOMING, WHICH WAS BOUNDED ON THE SOUTH BY THE EXTENSION EAST BOUNDARY OF A FUTURE ALLEY AS PLANNED FOR THE DEVELOPMENT OF THE TOWN OF TORRINGTON, WYOMING; BOUNDED ON THE WEST BY THE EAST BOUNDARY OF EAST 22ND AVENUE AS EXISTED IN THE TOWN OF TORRINGTON, WYOMING; BOUNDED ON THE NORTH AND EAST BY THE SOUTHERLY BOUNDARY OF EAST "H" STREET AS EXISTED IN THE TOWN OF TORRINGTON; AND BOUNDED ON THE NORTH AND EAST BY THE SOUTHERLY BOUNDARY OF THE NEW NORTH PLATTE DITCH AS MONUMENTED AND PHYSICALLY EXISTED AT THE TIME OF THE ORIGINAL SURVEY BY DONALD R. HORTON. I FURTHER CERTIFY THAT CHANGES IN THE METES OF "AIRPORT ESTATES" IN THE TOWN OF TORRINGTON FROM THE METES AS CALLED FOR IN THE ORIGINAL WARRANTY DEED FROM JORDAN-WYOMING COMPANY TO RADFORD C. SMITH DO NOT CHANGE THE ORIGINAL PHYSICAL LOCATION OF THE PROPERTY ON THE GROUND BUT ARE MERELY THE RESULT OF MINOR ERRORS IN MEASUREMENTS TO THE ORIGINAL PHYSICAL BOUNDARIES AND THE ADJUSTMENTS OF ASSUMED BEARINGS TO BEARINGS BEING RELATIVE TO TRUE ASTRONOMIC NORTH AS DETERMINED BY SOLAR OBSERVATION AT THE NORTHEAST CORNER OF SECTION 10, T42N, R61W.

WYOMING P.L.S. # 3891

Robert W. Taylor
ROBERT W. TAYLOR

OWNER'S CERTIFICATE

I, OTTO YORK AND BESSIE YORK, THE OWNERS IN FEE SIMPLE OF THE LANDS EMBRACED ON THIS PLAT AND REFERENCED IN THE ABOVE DESCRIPTION OF "AIRPORT ESTATES CONDOMINIUMS ADDITION" IN THE TOWN OF TORRINGTON, GOSHEN COUNTY, WYOMING, AS APPEARS ON THIS PLAT TO BE THEIR FREE ACT AND DEED AND IN ACCORDANCE WITH THEIR DESIRES AND THEY DO HEREBY CERTIFY THAT "AIRPORT ESTATES CONDOMINIUMS ADDITION" AS SHOWN ON THIS PLAT IS SUBJECT TO CONDOMINIUM OWNERSHIP PURSUANT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN BOOK 466, PAGE 208 AT THE GOSHEN COUNTY COURTHOUSE.

Otto York
OTTO YORK
Bessie York
BESSIE YORK

ACKNOWLEDGEMENT
STATE OF WYOMING
COUNTY OF GOSHEN

THE FOREGOING OWNER'S CERTIFICATE FOR "AIRPORT ESTATES CONDOMINIUMS ADDITION" WAS ACKNOWLEDGED BEFORE ME BY OTTO YORK AND BESSIE YORK THIS 22ND DAY OF August, 1985.

WITNESS MY HAND AND OFFICIAL SEAL
Jack D. Schmechel
-NOTARY PUBLIC-

Jack D. Schmechel - Notary Public
COUNTY OF GOSHEN STATE OF WYOMING
My Commission Expires May 24, 1989

MY COMMISSION EXPIRES:
May 24, 1989

APPROVAL - TOWN OF TORRINGTON

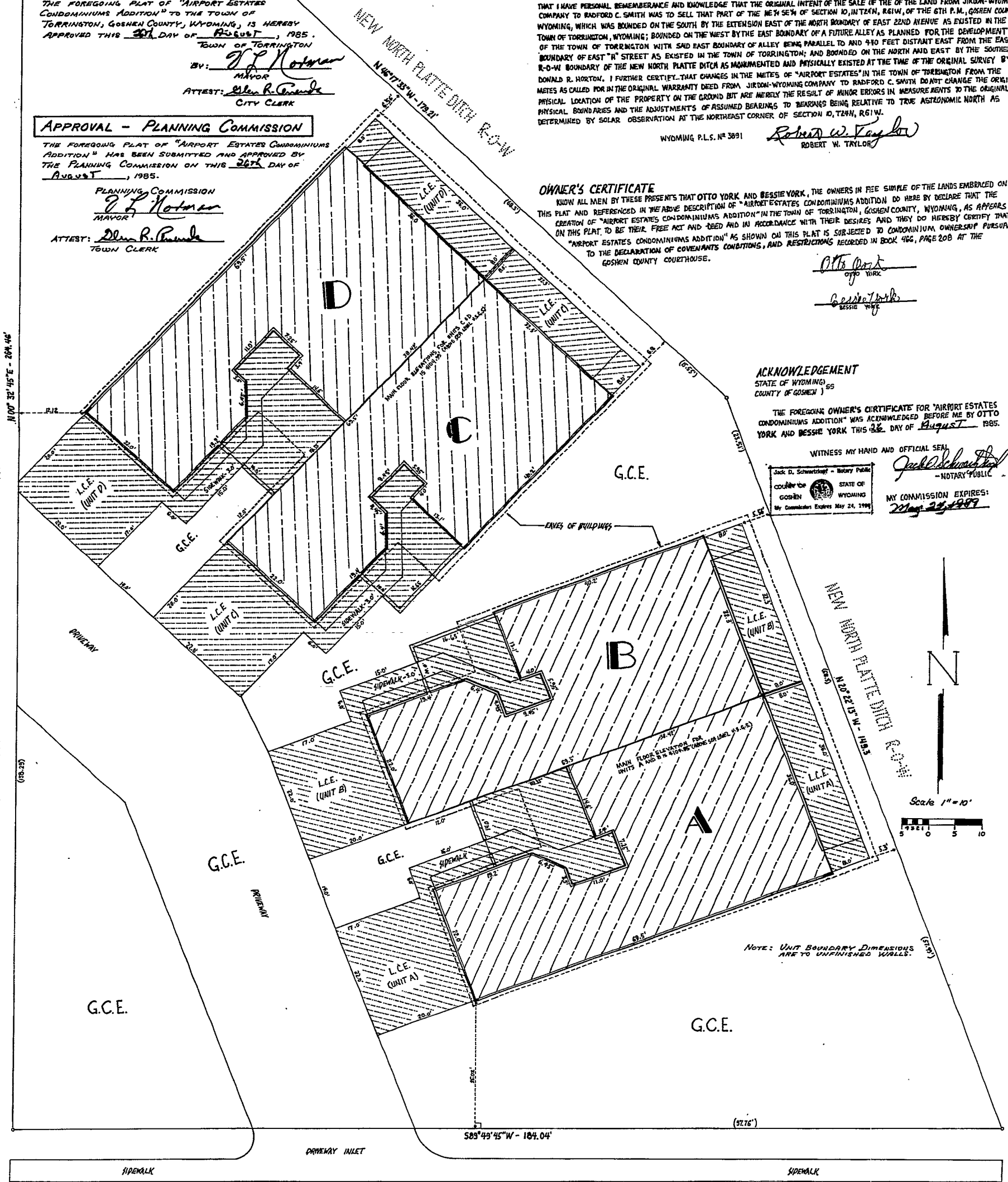
THE FOREGOING PLAT OF "AIRPORT ESTATES CONDOMINIUMS ADDITION" TO THE TOWN OF TORRINGTON, GOSHEN COUNTY, WYOMING, IS HEREBY APPROVED THIS 21ST DAY OF August, 1985.

TOWN OF TORRINGTON
BY: *J. L. Notman*
MAYOR
ATTEST: *Oliver R. Brundage*
CITY CLERK

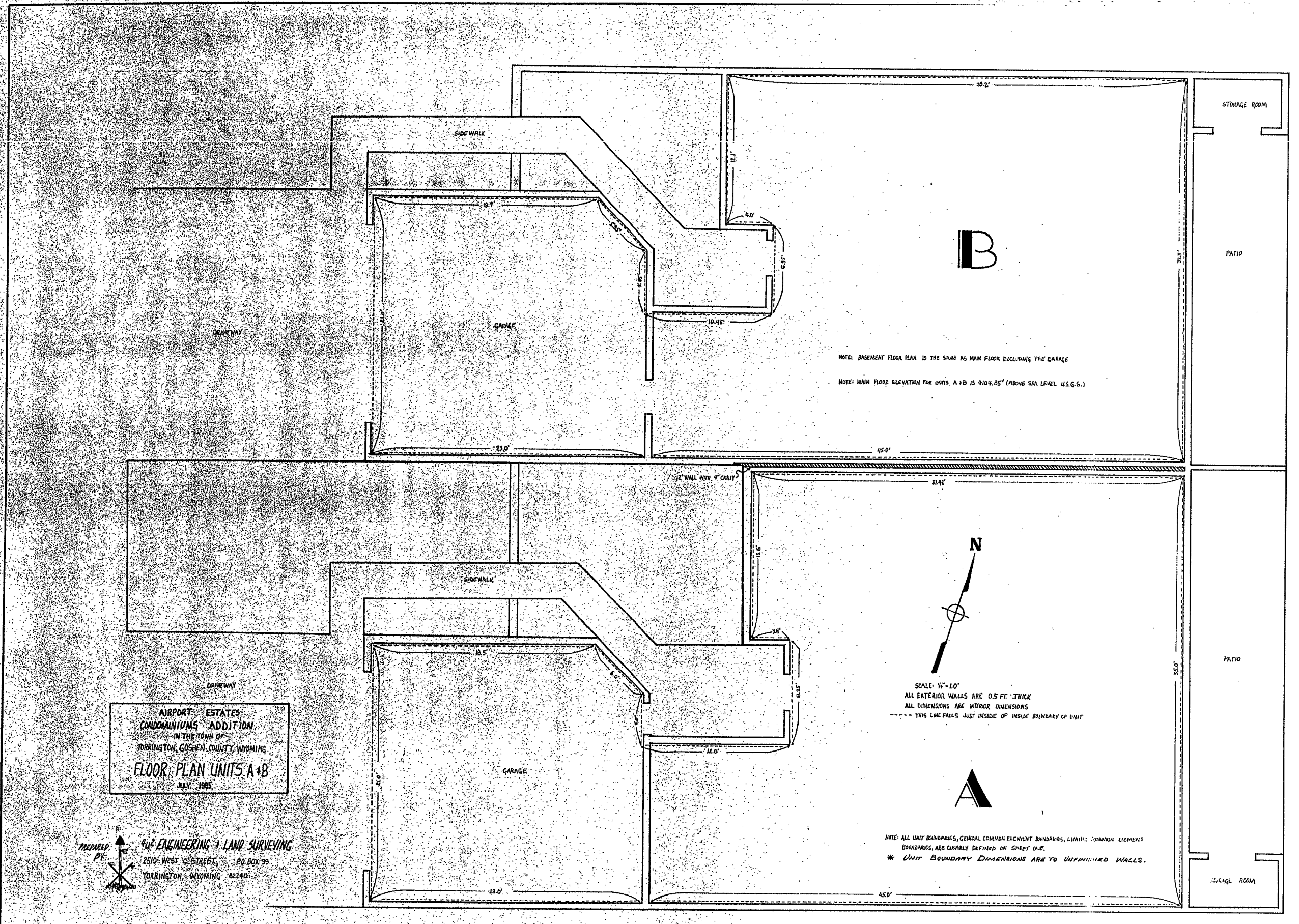
APPROVAL - PLANNING COMMISSION

THE FOREGOING PLAT OF "AIRPORT ESTATES CONDOMINIUMS ADDITION" HAS BEEN SUBMITTED AND APPROVED BY THE PLANNING COMMISSION ON THIS 26TH DAY OF August, 1985.

PLANNING COMMISSION
J. L. Notman
MAYOR
ATTEST: *Oliver R. Brundage*
TOWN CLERK



PREPARED BY:
41/2 ENGINEERING AND LAND SURVEYING
2510 WEST "C" STREET P.O. BOX 99
TORRINGTON, WYOMING 82240
JULY 1985



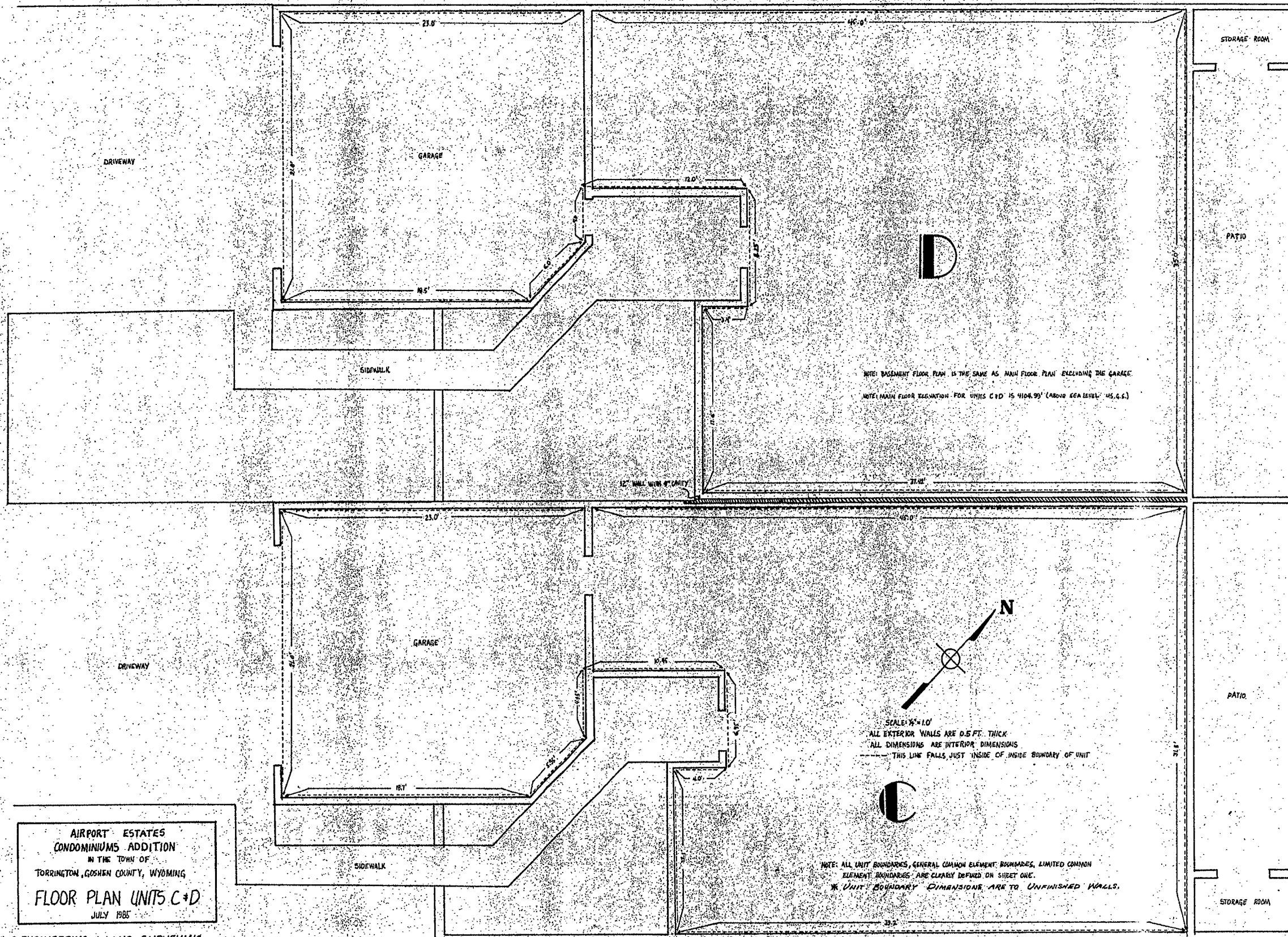
AIRPORT ESTATES
 CONDOMINIUMS ADDITION
 IN THE TOWN OF
 TORRINGTON, GOSHEEN COUNTY, WYOMING
FLOOR PLAN UNITS A+B
 JULY, 1985

PREPARED BY:
402 ENGINEERING & LAND SURVEYING
 2510 WEST 40 STREET, P.O. BOX 99
 TORRINGTON, WYOMING 82240

NOTE: BASEMENT FLOOR PLAN IS THE SAME AS MAIN FLOOR EXCLUDING THE GARAGE
 NOTE: MAIN FLOOR ELEVATION FOR UNITS A+B IS 9104.85' (ABOVE SEA LEVEL U.S.G.S.)

N
 SCALE: 1/4" = 1.0'
 ALL EXTERIOR WALLS ARE 0.5 FT. THICK
 ALL DIMENSIONS ARE INTERIOR DIMENSIONS
 --- THIS LINE FALLS JUST INSIDE OF INSIDE BOUNDARY OF UNIT

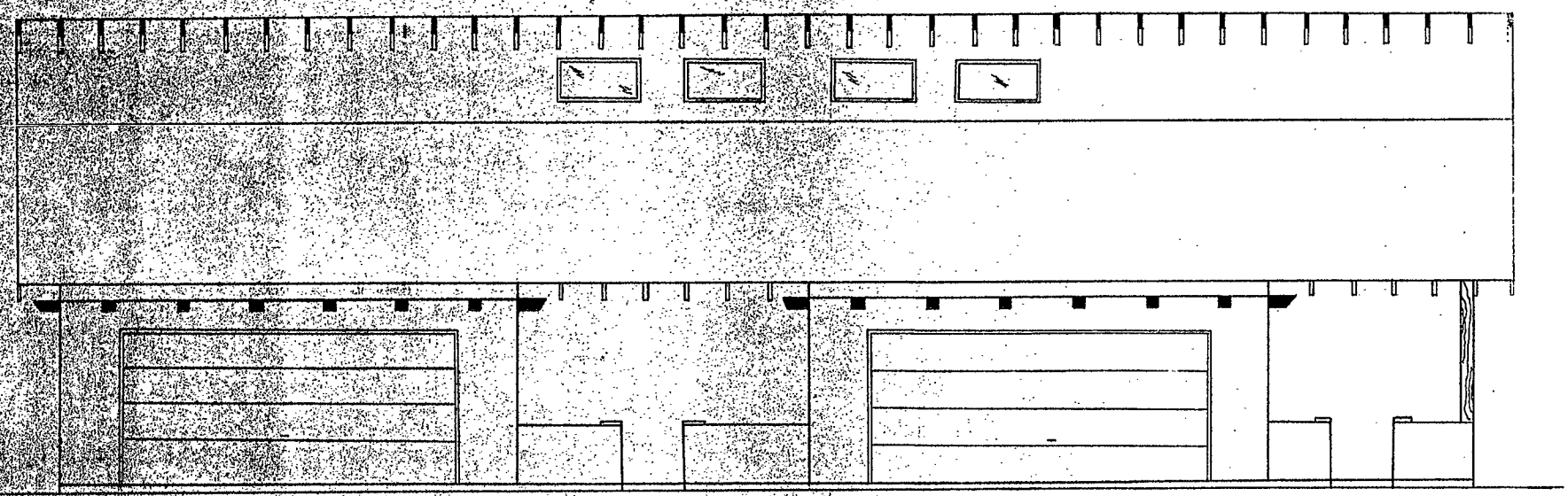
A
 NOTE: ALL UNIT BOUNDARIES, GENERAL COMMON ELEMENT BOUNDARIES, LIMITED COMMON ELEMENT BOUNDARIES, ARE CLEARLY DEFINED ON SHEET ONE.
 * UNIT BOUNDARY DIMENSIONS ARE TO UNFINISHED WALLS.



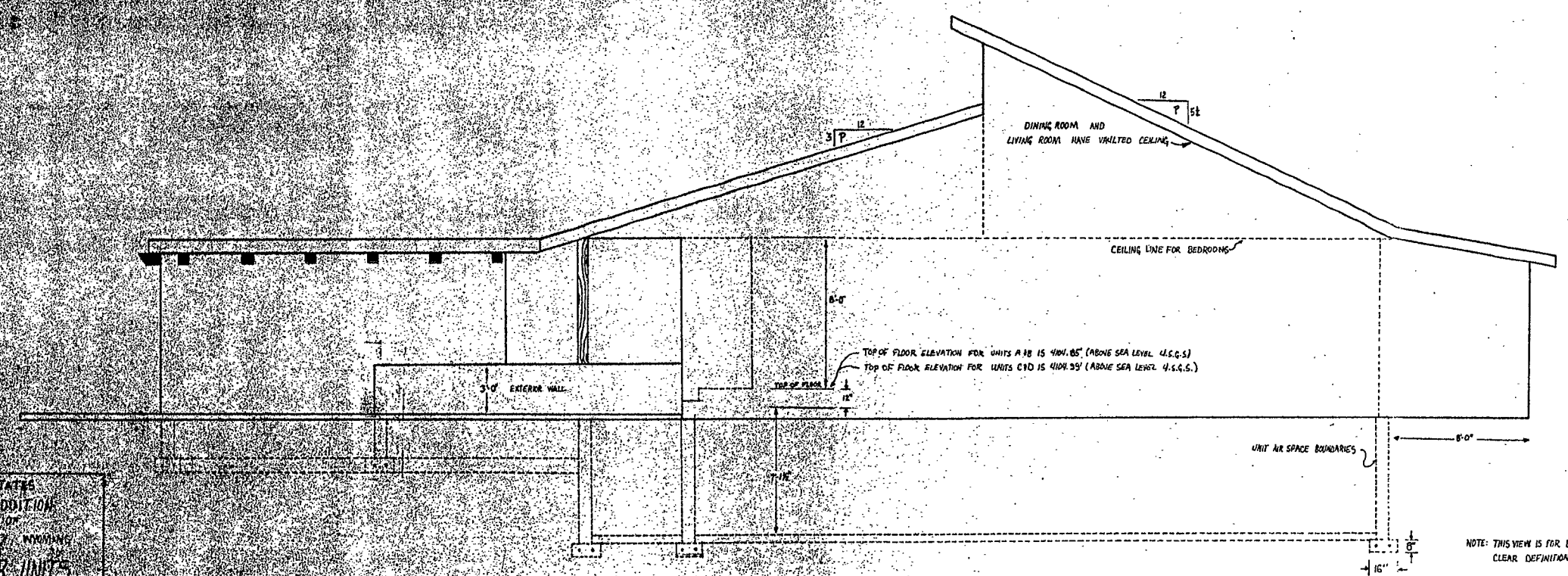
AIRPORT ESTATES
 CONDOMINIUMS ADDITION
 IN THE TOWN OF
 TORRINGTON, GOSHEN COUNTY, WYOMING
FLOOR PLAN UNITS C+D
 JULY 1985

PREPARED BY: **4U2 ENGINEERING & LAND SURVEYING**
 2510 WEST 'C' STREET P.O. BOX 99
 TORRINGTON, WYOMING 82240

274-C



FRONT ELEVATION
SCALE: 1/4" = 1'-0"



SIDE ELEVATION
SCALE: 1/4" = 1'-0"

AIRPORT COTTAGES
CONDOMINIUMS ADDITION
IN THE TOWN OF
TERRINGTON, CHEROKEE COUNTY, WYOMING
ELEVATIONS FOR UNITS
J.L.V. 2005

PREPARED BY
J.L.V. ENGINEERING & LAND SURVEYING
210 WEST 30th STREET
TERRINGTON, WYOMING 82530

NOTE: THIS VIEW IS FOR DEFINITION OF CEILING AND FLOORS ONLY - FOR CLEAR DEFINITION OF INTERIOR WALLS SEE SHEETS 213.

214D

6-28-85
468, P294

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

AIRPORT ESTATES

This Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration," is made and executed in Goshen County, State of Wyoming, this 24TH day of MAY, 1985, by Otto York and Bessie York, hereinafter called "Declarants," pursuant to the provisions of the Wyoming Condominium Ownership Act,

WITNESSETH:

WHEREAS, Declarants are the owners of certain real property described as: AIRPORT ESTATES

and

WHEREAS, Declarants are the owners of certain buildings and certain other improvements heretofore constructed upon the aforesaid premises which property constitutes a "Condominium Project" under the terms of the provisions of the Wyoming Condominium Ownership Act, (§34-20-101 to 104 (WYO. STATS. 1977), and it is the desire and the intention of the Declarants to divide the buildings into condominiums and to sell and convey the same to various purchasers, subject to the covenants, conditions and restrictions herein reserved to be kept and observed; and

WHEREAS, on the 27TH day of NOVEMBER, 1984, Declarants filed for record in the office of the County Clerk of Goshen County, State of Wyoming, a map properly locating the condominium units, hereinafter referred to as "Map," which Map is filed of record herewith; and

WHEREAS, Declarants desire and intend by filing this Declaration and the aforesaid Map to submit the above described property and the buildings and other improvements constructed thereon, together with all appurtenances thereto, to the provisions of the aforesaid act as a condominium project and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said condominiums and the owners thereof,

NOW, THEREFORE, the Declarants do hereby publish and declare that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominiums, and shall be deemed to run with the land and shall be a burden and a benefit to Declarants, their successors and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Definitions: Certain terms as used in this Declaration shall be defined as follows, unless the context clearly indicates a different meaning therefor:

707133

STATE OF WYOMING
COUNTY OF GOSHEN

FILED 5-24, 1985

BOOK 466 PAGE 208
Wardell E. Grapes, County Clerk

1:35 PM

BOOKED	<input checked="" type="checkbox"/>	-1-
INDEXED	<input checked="" type="checkbox"/>	
ABSTRACTED	<input type="checkbox"/>	
MICROFILMED	<input type="checkbox"/>	
Goshen County		

(a) "Declarants" shall mean Otto York and Bessie York, who have made and executed this Declaration;

(b) "Declaration" shall mean this instrument by which the Airport Estates is established as provided for under the Wyoming Condominium Ownership Act;

(c) "Project" shall mean the entire parcel of real property referred to in this Declaration to be divided into condominiums, including all structures thereon;

(d) "Map" shall mean the Record of Map of Airport Estates filed for record herewith by Declarants;

(e) "Unit" shall mean the elements of a condominium which are not owned in common with the Owners of other condominiums in the project as shown on the Map. The boundary lines of each Unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, trim, garages or parking areas and includes both the portions of the building so described and the air space so encompassed;

(f) "Common Area" shall mean all land and all portions of the property not located within any Unit; and also includes, but not by way of limitation, roofs, foundations, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, bearing walls, perimeter walls, columns and griders, to the interior surfaces thereof, regardless of location, greens, gardens, service streets, driveways, recreational green and facilities, all installations of power, lights, gas, hot and cold water and heating existing for common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use;

(g) "Condominium" shall mean the entire estate in the real property owned by any Owner, consisting of an undivided interest in the Common Area and ownership of a separate interest in a Unit;

(h) "Owner" shall mean any person with an ownership interest in a condominium in the project. A unit may be held and owned by more than one person as joint tenants or as tenant in common, or in any real property relationship recognized under the laws of the State of Wyoming;

(i) "Management Committee" shall mean the governing body of the Project, elected pursuant to Paragraph 5 hereof;

(j) "Manager" shall mean the person or firm designated by the Management Committee to manage the affairs of the Project;

(k) "Mortgage" shall mean a deed of trust as well as a mortgage;

(l) "Mortgagee" shall mean a beneficiary under or holder of a deed of trust as well as a mortgagee;

(m) "Record" means to file of record with the office of the County Clerk of Goshen County, State of Wyoming;

(n) "Condominium Act" shall mean the Wyoming Condominium Ownership Act (Sections 34-20-101 to 104).

2. Voting.

(a) There shall be two classes of voting membership.

(b) Class A members shall be all Owners, with the exception of the Declarants. At any meeting of the Owners, each Owner, including Declarants, shall be entitled to cast a number of votes as shown on Exhibit A, attached hereto and incorporated herein by reference thereto. Any Owner may attend and vote at such meeting in person, or by an agent duly appointed by an instrument in writing signed by the Owner and filed with the Management Committee or the Manager. Any designation of an agent to act for an Owner may be revoked at any time by written notice to the Management Committee or Manager, and shall be deemed revoked when the Management Committee or the Manager shall receive actual notice of the death or judicially declared incompetence of such Owner or of the conveyance by such Owner of his condominium. Where there is more than one record Owner, any or all of such persons may attend any meeting of the Owners, but it shall be necessary for those present to act unanimously in order to cast the votes to which they are entitled. Any designation of an agent to act for such persons must be signed by all such persons. Declarant shall be entitled to vote with respect to any condominium owned by Declarant. In the event that more than one person or entity owns one unit, said multiple owners shall each be entitled to a fraction of the vote set forth in Exhibit A it being understood that no owners of a single unit shall be entitled to more than one total vote collectively.

(c) Class B members shall be the Declarants and shall be entitled to four (4) votes for each Unit owned. The Class B membership shall cease when the last unit is sold by the Declarants.

In the event that a notice of default is recorded by any mortgagee who holds a mortgage which is a first lien on a condominium against the Owner of the condominium covered by the mortgage, then and in that event and until the default is cured, the right of the Owner of such condominium to vote shall be transferred to the mortgagee recording the notice of default.

3. Meeting. The presence at any meeting of Owners having a majority of the total votes shall constitute a quorum. In the event that a quorum is not present at any meeting, the Owners present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the Owners in accordance with the provisions of Paragraph 4 hereof, and at that meeting the presence of Owners holding an excess of 49% of the total votes shall constitute a quorum for the transaction of business. Unless otherwise expressly provided in this Declaration, any action may be taken at any meeting of the Owners upon the affirmative vote of a majority of the voting power of the Owners present and voting provided that a quorum is present as provided for above.

(a) Annual Meeting. There shall be a meeting of the Owners on the 1st of September of each year at 8:00 P.M. upon the Common Area or at such other reasonable place or time (not more than thirty (30) days before or after such date) as may be designated by written notice of the Management Committee delivered to the Owners not less than ten (10)

days prior to the date fixed for said meeting. At the annual meeting, the Management Committee shall present an audit of the common expenses, itemizing receipts and disbursements for the preceding calendar year, the allocation thereof to each Owner, and the estimated common expenses for the coming calendar year. Within ten (10) days after the annual meeting, said statement shall be delivered to the Owners not present at said meeting.

(b) Special Meetings. Special Meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of this Declaration require the approval of all or some of the Owners, or for any other reasonable purpose. Said meeting shall be called by written notice, signed by a majority of the Management Committee, or by the Owners having 50% of the total votes and delivered not less than fifteen (15) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

4. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Management Committee or Manager for the purpose of service of such notice or to the Unit of such person if no address has been given to the Manager. Such address may be changed from time to time by notice in writing to the Management Committee or the Manager.

5. Election and Proceedings of the Management Committee.

(a) Election. At each annual meeting, subject to the provisions of Sub-paragraph 5(e) hereof, the Owners shall elect a Management Committee for the forthcoming year, consisting of four (4) Owners.

(b) Term. Members of the Management Committee shall serve for a term of one (1) year. The members of the Management Committee shall serve until their respective successors are elected, or until their death, resignation or removal; provided that if any member ceases to be an Owner, his membership on the Management Committee shall thereupon terminate.

(c) Resignation and Removal. Any member may resign at any time by giving written notice to the Management Committee Chairman.

(d) Proceedings. Three (3) members of the Management Committee shall constitute a quorum and, if a quorum is present, the decision of a majority of those present shall be the act of the Management Committee. The Management Committee shall elect a chairman, who shall preside over both its meetings and those of the Owners. Meeting of the Management Committee may be called, held and conducted in accordance with such regulations as the Management Committee may adopt. The Management Committee may also act without a meeting by unanimous written consent of its members.

(e) Declarant Performs Functions. Until all units have been sold, the rights, duties and functions of the Management Committee shall at Declarants' option be exercised by Declarants.

6. Authority of the Management Committee. The Management Committee, for the benefit of the condominiums and the Owners, shall enforce the provisions hereof and shall acquire and shall pay for out of the common expense fund hereinafter provided for, the following:

(a) Taxes, water, sewer, garbage collection, electrical, and other necessary utility service for the Common Area (and to the extent not separately metered or charged, for the Units);

(b) A policy or policies of fire insurance as the same are more fully set forth in Paragraph 24 of this Declaration, with extended coverage endorsement, for the full insurable replacement value of the Units and Common Area, payable as provided in Paragraph 26, or such other fire and casualty insurance as the Management Committee shall determine gives substantially equal or greater protection to the Owners, and their mortgagees, as their respective interests may appear, which said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each condominium if any;

(c) A policy or policies as the same are more fully set forth in Paragraph 24 of this Declaration insuring the Management Committee, and the Owners against any liability to the public or to the Owners (of Units and of the Common Area, and their invitees, or tenants), incident to the ownership and/or use of the project, and including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than Three Hundred Thousand Dollars (\$300,000.00) for any one person injured, for any one accident, and shall not be less than One Hundred Thousand Dollars (\$100,000.00) for property damage each occurrence (such limits and coverage to be reviewed at least annually by the Management Committee and increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their actions against another named insured;

(d) Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(e) The services of a person or firm to manage its affairs (herein called "the Manager") to the extent deemed advisable by the Management Committee as well as such other personnel as the Management Committee shall determine shall be necessary or proper for the operation of the Common Area, whether such personnel are employed directly by the Management Committee or are furnished by the Manager;

(f) Legal and accounting services necessary or proper in the operation of the Common Area or the enforcement of this Declaration;

(g) Painting, maintenance, repair and all landscaping of the Common Area, and such furnishings and equipment

for the common Area as the Management Committee shall determine are necessary and proper, and the Management Committee shall have the exclusive right and duty to acquire the same for the Common Area; provided, however, that the interior surfaces of each Unit shall be painted, maintained and repaired by the Owners thereof, all such maintenance to be at the sole cost and expense of the particular Owner;

(h) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Management Committee is required to secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation of the Common Area or for the enforcement of this Declaration, provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular Units, the cost thereof shall be specially assessed to the Owners of such Units.

(i) Maintenance and repair of any Unit, if such maintenance or repair is reasonably necessary in the discretion of the Management Committee to protect the Common Area or preserve the appearance and value of the project, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Management Committee to said Owner or Owners, provided that the Management Committee shall levy a special assessment against the condominium of such Owner or Owners for the cost of said maintenance or repair.

7. Management Committee Powers, Exclusive. The Management Committee shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the common expense fund and to set forth and enforce the Community Rules, a copy of which is attached hereto as Exhibit B.

8. Alterations, Additions and Improvements of Common Area. There shall be no structural alterations, capital additions to, or capital improvements of the Common Area without the prior approval of Owners holding a majority of the total votes.

9. Common Expenses: Assessments.

(a) Within thirty (30) days prior to the beginning of each calendar year the Management Committee shall estimate the net charges to be paid during such year (including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior year's fund). Said "estimated cash requirement" shall be assessed to the Owners pursuant to the percentages set forth in the schedule attached hereto and marked Exhibit A. Declarants will be liable for the amount of any assessment against completed Units owned by Declarants. If said sum estimated proves inadequate for any reason, including nonpayment of any Owner's assessment, the Management Committee may at any time levy a further assessment, which shall be assessed to the Owners in like proportions, unless otherwise provided herein. Each Owner shall be obligated to pay assessments made pursuant to this paragraph to the Management Committee in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Management Committee shall designate;

(b) All funds collected hereunder shall be expended for the purposes designated herein.

(c) The omission by the Management Committee, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this paragraph shall be effective only upon unanimous written consent of the Owners. No Owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Unit.

(d) The Manager or Management Committee shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by the Owner at convenient hours of week days.

10. Default in Payment of Assessments. Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the Owner of any condominium plus interest at twenty per cent (20%), and costs, including reasonable attorneys' fees, shall become a lien upon such condominium upon recordation of a notice of assessment as provided in Wyo. Stat. 30-20-104 (1977). The said lien for nonpayment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only

(1) Tax and special assessment liens on the unit in favor of any assessment unit, and special district, and

(2) Encumbrances on the Owner's condominium recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

A certificate executed and acknowledged by a majority of the Management Committee stating the indebtedness secured by the lien upon any condominium created hereunder, shall be conclusive upon the Management Committee and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith.

Upon payment of a delinquent assessment concerning which such a certificate has been so recorded, or other satisfaction thereof, the Management Committee shall cause to be recorded in the same manner as the certificate of indebtedness a further certificate stating the satisfaction and the release of the lien thereof. Such lien for nonpayment of assessment may be enforced by sale by the Management

Committee or by a bank or trust company or title insurance company authorized by the Management Committee, such sale to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the Owner shall be required to pay the costs and expenses of such proceedings and reasonable attorney's fees.

In case of foreclosure, the Owner shall be required to pay a reasonable rental for the condominium and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Management Committee or Manager shall have the power to bid in the condominium at foreclosure or other sale and to hold, lease, mortgage and convey the condominium.

11. Mortgage Protection. Notwithstanding all other provisions hereof;

(a) The liens created hereunder upon any condominium shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to Paragraph 10 hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein;

(b) No amendment to this paragraph shall affect the rights of the holder of any mortgage recorded prior to recordation of such amendment who does not join in the execution thereof;

(c) By subordination agreement executed by a majority of the Management Committee, the benefits of (a) and (b) above may be extended to mortgages not otherwise entitled thereto.

12. Delegation to Manager. The Management Committee may delegate any of its duties, power or functions, including, but not limited to, the authority to give the certificate provided for in Paragraph 10 hereof, and the authority to give the subordination agreements provided for in Paragraph 11, hereof, to any person or firm, to act as Manager of the project, provided that any such delegation shall be revocable upon notice by the Management Committee. The members of the Management Committee shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated by written instrument executed by a majority of the Management Committee. In the absence of any appointment, the Chairman of the Management Committee shall act as Manager.

Any Manager named or employed by the Declarant shall be employed to manage only until the first election of a Management Committee at which time, the new Management Committee shall have the right to retain or discharge said Manager as it determines desirable in its discretion.

13. Exclusive Ownership and Possession by Owner. Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner shall be entitled to an undivided interest in the Common Area in the percentage expressed in Exhibit A of this Declaration. The percentage of the undivided interest of each Owner in the Common Area as expressed in Exhibit A shall have a permanent character and shall not be altered without the consent of all owners expressed in an amended declaration duly recorded. The percentage of the undivided interest in the Common Area shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Area in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners. The Management Committee shall give written notice to the assessor of Goshen County, Wyoming, of the creation of condominium ownership of this property as is provided in section 34-20-104 (Wyo. Stats 1977), so that each unit and the undivided interest in the general common elements appurtenant thereto shall be deemed a parcel and subject to separate assessment and taxation.

An Owner shall not be deemed to own the utilities running through his Unit which are utilized for, or serve more than one Unit, except as a tenant in common with the other Owners. An Owner, however, shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, windows and doors bounding his Unit.

14. Owner's Obligation to Repair. Except for the portions which the Management Committee is required to maintain and repair hereunder (if any), each Owner shall at the Owner's expense keep the interior of this Unit and its equipment and appurtenances in good order, condition and repair in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of this Unit. In addition to decorating and keeping the interior of the Unit in good repair, the Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals or ranges that may be in, or connect with the Unit.

The Owner shall also, at the Owner's own expense, keep the balcony and the interiors of the patio and garage which have been assigned to his Unit in a clean and sanitary condition.

The Owner shall promptly discharge any lien which may hereafter be filed against his condominium and shall otherwise abide by the provisions of The Condominium Act.

15. Prohibition Against Structural Changes by Owner. The Owner shall not, without first obtaining written consent of the Management Committee, make or permit to be made any structural alteration, improvements or addition in or to his Unit or in or to the exterior of the buildings or other

Common Area. The Owner shall do no act nor any work that will impair the structural soundness or integrity of the buildings or safety of the property or impair any easement or hereditament without the written consent of all owners. The Owner shall not paint or decorate any portion of the exterior of the buildings or other Common Area or any portion of the patio fences, storage sheds or carports, without first obtaining written consent of the Management Committee.

16. Limitation on Use of Units and Common Area. The Units and Common Area shall be occupied and used as follows:

(a) No Owner shall occupy or use his Unit, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner and the Owner's family or the Owner's Lessees or guests.

(b) There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior consent for the Management Committee.

(c) Nothing shall be done or kept in any Unit or in the Common Area, without the prior written consent of the Management Committee. No Owner shall permit anything to be done or kept in his Unit or in the Common Area which will result in the cancellation of insurance on any Unit or any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Area;

(d) No sign of any kind shall be displayed to the public view on or from any Unit or the Common Area, without the prior consent of the Management Committee;

(e) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Area, except that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adapted by the Management Committee;

(f) No noxious or offensive activity shall be carried on in any Unit or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners;

(g) Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Management Committee;

(h) There shall be no violation of rules for the use of the Common Area adopted by the Management Committee and furnished in writing to the Owners, and the Management Committee is authorized to adopt such rules.

17. Entry for Repairs. The Management Committee or its agents may enter any Unit when necessary in connection with any Maintenance, landscaping or construction for which the Management Committee is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Management Committee out of the common expense fund.

18. Failure of Management Committee to Insist on Strict Performance No Waiver. The failure of the Management Committee or Manager to insist in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition or restriction but such term, covenant, condition or restrictions shall remain in full force and effect. The receipt by the Management Committee or Manager of any assessment from an Owner, with knowledge of the breach of any covenant hereof shall not be deemed as a waiver of such breach, and no waiver by the Management Committee or Manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Management Committee or Manager.

19. Limitation of Management Committee's Liability. The Management Committee shall not be liable for any failure of water supply or other service to be obtained and paid for by the Management Committee hereunder, or for injury or damage to person or property caused by the elements or by another Owner or person in the project, or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless caused by gross negligence of the Management Committee. No diminution or abatement of common expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or from any action taken to comply with any law, ordinance or orders of a governmental authority.

20. Indemnification of Management Committee Members. Each member of the Management Committee shall be indemnified by the Owners against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Management Committee, or any settlement thereof, whether or not he is a member of the Management Committee at the time such expenses are incurred, except in such cases wherein the member of the Management Committee is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Management Committee approves such settlement and reimbursement as being for the best interests of the Management Committee.

21. Insurance. The Management Committee shall obtain and maintain at all times insurance of the type and kind and in at least the amount provided hereinabove, and including insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction design and use which insurance shall be governed by the following provisions:

(a) All policies shall be written with a company licensed to do business in the State of Wyoming;

(b) Exclusive authority to adjust losses under policies hereafter in force in the project shall be vested in the Management Committee or its authorized representative;

(c) In no event shall the insurance coverage obtained and maintained by the Management Committee hereunder, be brought into contribution with insurance purchased by individual owners or their mortgagees;

(d) Each Owner may obtain additional insurance at his own expense provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount with the Management Committee, in behalf of all of the Owners, may realize under any insurance policy with the Management Committee may have in force on the project at any particular time;

(e) Any Owner who obtains individual insurance policies covering any portion of the project other than personal property belonging to such Owner, shall be required to file a copy of such individual policy or policies with the Management Committee within thirty (30) days after purchase of such insurance;

(f) The Management Committee shall be required to make every effort to secure policies that will provide for the following:

(1) A waiver of subrogation by the insurer as to any claims against the Management Committee, the Manager, the Owners and their respective servants, agents, and guests;

(2) That the master policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Owners;

(3) That the master policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Management Committee or Manager without a prior demand in writing that the Management Committee or Manager cure the defect;

(4) That any "no other insurance" clause in the master policy exclude individual owners' policies from consideration;

(g) The annual insurance review with the Management Committee is required to conduct as provided in Paragraph 6 above shall include an appraisal of the improvements in the project by a representative of the insurance carrier writing the master policy.

22. No Partition. There shall be no judicial partition of the project or any part thereof, nor shall Declarant or any person acquiring any interest in the project and any part thereof seek any such judicial partition, until the happening of the conditions set forth in Paragraph 26 hereof in the case of damage or destruction; provided, however, that if any condominium shall be owned by two or more co-tenants as tenant-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. But such partition shall not affect any other condominium.

23. Damage and Destruction. In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the buildings, shall be applied to such reconstruction. Reconstruction of the buildings, as used in this paragraph means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty or other disaster, with each Unit and the Common Area having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished by the Manager or Management Committee.

If the insurance proceeds are insufficient to reconstruct the building, damage to or destruction of the building shall be promptly repaired and restored by the Manager or Management Committee, using proceeds or insurance, if any, on the buildings for that purpose, and the Unit owners shall be liable for assessment for any deficiency. However, if the Owners, by a vote of at least three-fourths of the voting power, do not voluntarily, within one hundred days after such destruction or damage, make provision for reconstruction, the Manager or Management Committee shall record, with the county recorder, a notice setting forth such facts, and upon the recording of such notice:

(1) the property shall be deemed to be owned in common by the owners;

(2) the undivided interest in the property owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Area;

(3) any liens affecting any of the condominiums shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the property; and

(4) the property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Common Area, after first paying out of the respective shares of the Owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by the Owner.

Notwithstanding all other provisions hereof, the owners may, by an affirmative vote of at least three fourths of the voting power, at a meeting of Unit Owners duly called for such purpose, elect to sell or otherwise dispose of the property. Such action shall be binding upon all Unit Owners and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

24. Enforcement. Each Owner shall comply strictly with the provisions of this Declaration and with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration and administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee or Manager on behalf of the Owners, or in a proper case, by an aggrieved Owner.

25. Personal Property. The Management Committee or Manager may acquire and hold, for the benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the Owners in the same proportion as their respective interests in the Common Area, and shall not be transferable except with a transfer of a condominium. A transfer of a condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property.

26. Amendment. Except as otherwise provided herein, the provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by record Owners holding seventy-five per cent (75%) of the total vote hereunder, which amendment shall be effective upon recordation in the Office of the County Clerk of Goshen County, State of Wyoming.

27. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

28. Effective Date. This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 24TH day of May, 1985.

AIRPORT ESTATES

Otto York
Otto York

Bessie York
Bessie York

STATE OF WYOMING)
) SS
COUNTY OF GOSHEN)

The foregoing instrument was acknowledged before me by Otto York and Bessie York this 24TH day of MAY, 1985.

Witness my hand and official seal.

Alice O. Jones
Notary Public

My Commission Expires:

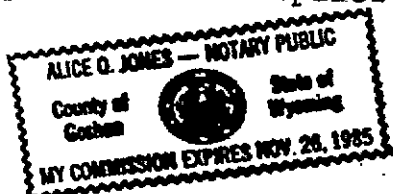


EXHIBIT "A"

<u>UNIT NUMBER</u>	<u>% OWNERSHIP IN COMMON AREA (ALSO DETERMINATION OF PRO RATE SHARE OF COMMON EXPENSES)</u>	<u>NUMBER OF VOTES EACH UNIT OWNER IS ENTITLED TO REGARDLESS OF PERCENTAGE OWNERSHIP OF COMMON AREA</u>
A	25%	1
B	25%	1
C	25%	1
D	25%	1

AIRPORT ESTATES

COMMUNITY RULES

1. The greens and walkways in front of the buildings and the entranceways to the buildings shall not be obstructed or used for any purpose other than ingress to and egress from the condominium.
2. No exterior of any unit shall be decorated by any owner in any manner without prior consent of management.
3. No owner shall make or permit any noises that will disturb or annoy the occupants of any of the units in the development or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.
4. Each owner shall keep such owner's unit in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown, or from the doors or windows thereof, any dirt or other substance.
5. No shades, awnings, window guards, ventilators, fans or air conditioning devices shall be used in or about the building except such as shall have been approved by management.
6. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the condominium, except such as shall have been approved in writing by management, nor shall anything be projected out of any window in the condominium without similar approval.
7. All garbage and refuse from the condominium shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as management may direct.
8. Water-closets and other water apparatus in the building shall not be used for any purposes other than for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus shall be paid for by the owner in whose unit it shall have been caused.
9. In no event shall dogs be permitted in any of the public portions of the development unless carried or on leash. The owner shall indemnify management and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the development. If a dog or other animal becomes obnoxious to other owners by barking or otherwise the owner thereof must cause the problem to be corrected or if it is not corrected, the owner, upon written notice by the management committee will be required to dispose of the animal.
10. No radio or television aerial shall be attached to or hung from the exterior of the condominium without written approval of the management.

11. The agents of management, and any contractor or workman authorized by management, may enter any unit, patio or garage at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Covenants. Except in case of emergency, entry will be made by pre-arrangement with the owner.
12. Management may retain a pass key to each unit. No owner shall alter any lock or install a new lock on any door leading into the unit of such owner without the prior consent of management. If such consent is given, the owner shall provide management with a key for management's use.
13. No vehicle belonging to an owner or to a member of the family or guest, tenant or employee of an owner shall be parked in such manner as to impede or prevent ready access to another owner's garage or parking space. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey the parking regulations posted at the private streets, parking areas, and drives and other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners.
14. The owner shall not cause or permit the blowing of any horn from any vehicle of which his guests or family shall be occupants, approaching or upon any of the driveways or parking areas serving the development.
15. An owner must not permit his guests, tenants or members of his family to use garages or parking spaces owned by other owners.
16. All damage to the units caused by the moving or carrying of any article therein shall be paid by the owner responsible for the presence of such article.
17. Water shall not be left running any unreasonable or unnecessary length of time.
18. No owner shall use or permit to be brought into the unit any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property, without in each case obtaining written consent of management.
19. The owners shall not be allowed to put their names on any entry of the units, except in the proper places provided by management for such purpose.
20. The owners shall close all windows when necessary, to avoid possible damage from storm, rain or freezing.
21. Any owner wishing to plant flowers, trees or shrubs in the common area must obtain written permission from management before doing so.
22. Any damage to the building, recreational facilities or other common areas or equipment caused by children or their guests shall be repaired at the expense of the parents.
23. Parents shall be held responsible for the actions of their children and their guests.

24. Complaints regarding the management of the condominium and grounds or regarding actions of other owners shall be made in writing to management.

25. Any consent or approval given under these Community Rules by management shall be revocable at any time.

26. These Community Rules may be added to, or replaced at anytime by the Management Committee.