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**DECLARATION OF CONDOMINIUM
OF
BROOKSIDE**

A Condominium Project

THIS DECLARATION made this 21st day of October, 2003, by EVERGREEN MANAGEMENT, INC., a Wyoming corporation, hereinafter referred to as the Declarant, pursuant to the provisions of the Condominium Ownership Act of the State of Wyoming (Sections 34-20-101 through 34-20-104, Wyoming Statutes, 2002, as amended), hereinafter called the Condominium Ownership Act.

WITNESSETH:

WHEREAS, Declarant is the record owner of that certain real property described in Article I of this Declaration ("the Property"); and,

WHEREAS, it is the desire and intention of the Declarant to submit the Property to the Condominium Ownership Act.

NOW, THEREFORE, Declarant hereby declares that the Property and each and every condominium unit therein and every part or parcel thereof or pertaining thereto is and shall be owned, held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied, maintained, altered and improved subject to the limitations, covenants, conditions, restrictions, reservations, exceptions and terms hereof ("the Declaration"). The covenants set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of all the Property and each and every condominium unit therein and every part or parcel thereof or pertaining thereto and shall bind and inure to the benefit of Declarant, its successors and assigns, and each and every owner of any condominium unit, and such owner's heirs, executors, administrators, successors and assigns. It is the intention of Declarant that each and all of the covenants shall be covenants running with the Property and mutual and equitable servitudes upon and in favor of each and every condominium unit, part and parcel of or in or pertaining to the Property, all pursuant to the Condominium Ownership Act of the State of Wyoming.

**ARTICLE I
DEFINITIONS**

Definitions. As used herein, the following words and terms shall have the following meanings:

- 1.1. **Association or Condominium Association.** The Association is the Brookside Condominium Association, Inc., a Wyoming non-profit mutual benefit corporation as provided for in this Declaration.
- 1.2. **Act or Condominium Ownership Act.** The Condominium Ownership Act, Wyoming Statute §34-20-101 et seq, as amended.
- 1.3. **Board.** The Board of Directors of the Condominium Association.
- 1.4. **Bylaws.** The Bylaws of the Condominium Association.
- 1.5. **Common Area.** The Common Area shall include Lot 5 of the Brookside Townhouse Addition to the Town of Jackson.
- 1.6. **Condominium.** The condominiums created by this Declaration.
- 1.7. **Condominium Plat.** The plat of Brookside Condominiums First Addition to the Town of Jackson recorded with the Teton County Clerk.
- 1.8. **General Common Elements.** The General Common Elements are those portions of the Property which are described in Article 4.1 below.
- 1.9. **Limited Common Elements.** Those portions of the General Common Elements as described by Wyoming Statute §34-20-103 for the exclusive use of one or more but fewer than all of the Units, and any limited common elements specifically allocated to Units as shown on the Condominium Plat.

Notarized by 113 PJ 1052-1074 K104 at 2:55 on 10/21/03
 Sherry S. Duffie, Teton County Clerk (over: 31,749)
 By: WALT O. ANDERSON Deputy

1.10. **Manager.** The person or organization named by the Board to manage the business and affairs of the Association.

1.11. **Occupant.** Any person or persons in possession of a Unit, including Unit Owners, lessees, guests, agents, employees and invitees of such person or persons.

1.12. **Owner.** The Owner of a Unit as identified on the most recent deed of record filed in the office of the Teton County Clerk.

1.13. **Property.** Lot 1 of the Brookside Addition to the Town of Jackson, according to that plat recorded on June 15, 2003 in the Office of the Teton County Clerk as Plat No. 1088, together with all buildings and improvements constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining thereto.

1.14. **Special Declarant Rights.** The rights reserved herein and in the Bylaws for the benefit of Declarant, including the following: to complete the improvements indicated on the Condominium Plat; to maintain signs advertising the Condominium; to use easements through the General Common Elements; to annex additional property and Units to the Condominium as described in Article 3.8 below; and to elect, appoint or remove members of the Board until seventy-five percent (75%) of all existing and annexed Units are sold.

1.15. **Unit or Condominium Unit.** Those certain individual air spaces as designated and delineated on the Condominium Plat.

1.16. **General.** All capitalized terms used herein, and not defined herein, shall have the meaning given to such terms in the Act, unless the context clearly indicates otherwise.

ARTICLE II SUBMISSION OF PROPERTY TO CONDOMINIUM OWNERSHIP ACT

2.1. **Submission.** Declarant hereby submits the Property to the Act.

2.2. **Name.** The Condominium shall hereafter be known as the "Brookside Condominiums First Addition".

2.3. **Division of Property into Separately Owned Units.** Declarant, pursuant to the Act, and to establish a plan of condominium ownership for the Condominium, does hereby divide the Property into eight (8) Units and does hereby designate all such Units for separate ownership. Each Unit and its boundaries are designated and delineated on the Condominium Plat.

2.4. **Conflicts with Restrictive Covenants.** In the event this Declaration of Condominium should conflict in any manner with any previously recorded Declaration of Covenants, Conditions and Restrictions affecting the Property, then the terms and conditions of this Declaration of Condominium shall prevail and have priority over such previously recorded declarations.

2.5. **Unit Allocations.** The allocations to each Unit of a percentage of undivided interest in the General Common Elements and its responsibility for a percentage of the Common Expenses, are as stated in Exhibit "A".

2.6. **Annexation of Additional Property.** Declarant hereby reserves the right to annex Lots 2, 3 and 4 of the Brookside Townhouse Addition to the Town of Jackson, Teton County, Wyoming into the Association and make such lots subject to the terms and conditions of this Declaration of Condominium. Upon such annexation, those portions of annexed lots other than Condominium Units or Limited Common shall become a General Common Elements of all of the Brookside Condominiums and Owners of newly created and annexed Units shall be members of the Condominium Association. The Unit Allocations for undivided interests in the General Common Elements and percentages of common expenses shall be amended to reflect the addition of the additional Units and Common Elements, based upon the floor area of all Units. Each Owner hereby irrevocably appoints the Declarant or its successor as its attorney in-fact with a Limited Power of Attorney to amend Exhibit "A" attached hereto setting forth Unit Allocations to conform to the appropriate percentages of the increased General Common Elements based upon floor area of all Units subject to this Declaration.

2.7. **Apportionment and Assessment of Taxes.** The real estate taxes, assessments and other charges of the State of Wyoming or other political subdivision or any special improvement district or any other taxing or assessing authority shall be assessed against and

collected on each Unit, each of which shall be carried on the tax books of the Teton County Assessor as separate and distinct parcel for such purpose, and not on the building or the Property as a whole. The valuation of the General Common Elements shall be assessed proportionately upon each individual air space Unit in accordance with Exhibit "A". Appropriate written notice shall be delivered to the Teton County Assessor for these purposes and such other action shall be taken to effectuate the foregoing purposes to tax the Units separately including their proportionate share of the General Common Elements.

**ARTICLE III
RESTRICTIONS
GENERAL COMMON ELEMENTS AND UNITS AND COMMON AREA**

3.1. Description. Except as otherwise in this Declaration provided, the General Common Elements shall consist of all portions of the Property, except the Units and the Limited Common Elements. Without limiting the generality of the foregoing, the General Common Elements shall include (i) the land, all stairways, elevators and halls; (ii) all pipes, ducts, flues, chutes, conduits, wires and other utility installations to (but not at) the outlets; and (iii) such component parts of walls, floors, ceilings, and other structures and installations as are outside of the Unit boundaries as delineated or described on the Condominium Plat. Each owner shall own an undivided interest in the General Common Elements as a tenant in common with all the other owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the General Common Elements for all purposes incident to the use and occupancy of such owner's Unit which right shall be appurtenant to the Unit.

3.2. No Severance of Ownership. No owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the General Common Elements, it being the intention hereof to prevent any severance of such combined ownership.

3.3. Easements.

(a) Encroachments. In the event that, by reason of the construction, reconstruction, settlement or shifting of the building, or the design or construction of any Unit, any part of the General Common Elements encroaches or shall hereafter encroach or shall hereafter encroach upon any part of the Limited Common Elements or any other Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts, or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space shall exist for the benefit of such Unit and the General Common Elements, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the General Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

(b) Easements for Certain Utilities. The Board may hereafter grant easements for utility purposes for the benefit of the Units and the Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, and wires over, under, along and on any portion of the General Common Elements; and each Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge, and record, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing.

(c) Easements Through Walls Within Units. Easements are hereby declared and granted to install, lay, maintain, repair, and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the Units, whether or not such walls lie in whole or in part within the Unit boundaries.

(d) Easements to Run With Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successor and assigns, and any owner, purchaser, mortgagee and other person having an interest in the Property or any part of portion thereof.

3.4. Use of General Common Elements.

(a) Regulation by Board. No person shall use the General Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be adopted by the Board.

(b) Management, Maintenance, Repairs, Alterations, and Improvements. Except as otherwise provided herein, the management, repair, alteration and improvement of the General Common Elements shall be the responsibility of the Board. The Board may delegate all or any portions of this authority to discharge such responsibility to a manager or managing agent.

(c) Use of General Common Elements. Subject to the rules and regulations from time to time promulgated by the Board, all Owners may use the General Common Elements in such manner as will not restrict, interfere with, or impede the use thereof by the other Owners, except as follows:

(1) Appurtenances. Each owner is hereby granted an exclusive and irrevocable license to use and enjoy the appurtenances to his Unit.

3.5. Maintenance of Units.

(a) By the Board. The Board, at the Condominium Association's expense, shall be responsible for the maintenance, repair and replacement of those portions of each Unit, which contribute to the support of the building, excluding, however, interior walls, ceiling and floor surfaces. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner.

(b) By Each Owner. The responsibility of each Owner shall be as follows:

(1) to maintain, repair, and replace at his expense all portions of his Unit, and all internal installations of such Unit such as appliances, heating, plumbing, electrical, and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries.

(2) to maintain, repair and replace at his expense such portions of the appurtenances to his Unit and of any exclusive use area licensed, granted or otherwise assigned to such Owner. Each Owner shall be responsible for the repair, maintenance and appearance of all patios, balconies, windows, doors, vestibules and entry-ways, and of all associated structures and fixtures therein, which are Appurtenances to his Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such Appurtenances;

(3) to perform his responsibilities in such a manner as not to unreasonably disturb other persons occupying the building;

(4) not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the Unit, unless the written consent of the Board is obtained;

(5) to promptly report to the Board or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Board; and

(6) not to make any alterations in the portions of the Unit or the building which are to be maintained by the Board or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the directors of the Board, nor shall any Owner impair any easement without first obtaining the written consents of the Board and of the Owner or Owners for whose benefit such easements exist.

(c) No Contractual Liability of Board. Nothing herein contained however, shall be construed so as to impose a contractual liability upon the Board for maintenance, repair and replacement; the Board's liability shall be limited to damages resulting from gross negligence.

3.6. Repairs to General Common Elements Necessitated by Owner's Acts.

Each Owner agrees to maintain, repair and replace at his expense all portions of the General Common Elements which may be damaged or destroyed by reason of his own or any Occupant's act or neglect, or by the act or neglect of any invitee, licensee or guest of such Owner or Occupant.

3.7. **Shared Utilities.** Although it is intended that all utility services for each Unit will be separately metered, in the event of utilities shared by more than one Unit, the Condominium Association shall pay the utility charge and pro-rate it against the applicable Units. Such payments may be collected by Condominium Association as assessments under Article VII.

3.8. **Common Area.** The Common Area shall consist of Lot 5 of the Brookside Townhouse Addition to the Town of Jackson. Rights of use of and obligations to maintain Lot 5 shall be shared by the Association and Lots 2, 3 and 4 of the Brookside Townhouse Addition. Maintenance obligations shall be allocated in accordance with the Declaration of Covenants, Conditions and Restrictions for Brookside Townhouses. When and if Lots 2, 3 and 4 of the Brookside Townhouse Addition have all been annexed into the Association and have become subject to the Declaration, Lot 5 shall become part of the Common Elements.

ARTICLE IV UNIT OWNERS

4.1. **Voting Rights.** There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "voting member." Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. Each Unit shall be entitled to one vote.

4.2. **Cumulative Voting.** In all elections for members of the Board each voting member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

4.3. **Annual Meetings.** The initial meeting of the non-Declarant voting members shall be held on the date set forth in a written notice given by Declarant, after Lots 2, 3 and 4 have been annexed into the Association and made subject to this Declaration, and after 75% of the total Units have been sold, unless Declarant elects not to annex any or all of said lots 2, 3 and 4, and records an instrument confirming this election. Thereafter, there shall be an annual meeting of the voting members on the first Tuesday of November of each succeeding year thereafter at 7:30 p.m. or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members (not less than twenty (20) days prior to the date fixed for said meeting).

4.4. **Special Meetings.** Special meetings of the voting members 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 voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members having one-fourth (1/4) of the total votes, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

4.5. **Notice of Meeting.** The notice of meeting required to be given herein may be delivered either personally, by mail, e-mail or facsimile to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of serving of such notice.

4.6. **Place of Meeting.** Meetings of the voting members shall be held at the Property or at such other place in Teton County, Wyoming as may be designated in the notice of meeting.

4.7. **Quorum; Majority Vote.** The presence in person or by proxy of any meeting of the voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

4.8. **Adjournment of Meeting.** If any meeting of the voting members cannot be held because a quorum has not attended, a majority of the voting members who are present at such meeting, either in person or by proxy, may adjourn the meeting from time to time for a period not exceeding seven (7) days in any one case.

**ARTICLE V
BOARD OF CONDOMINIUM ASSOCIATION**

5.1. General; Number; Qualifications. The administration of the Property shall be vested in a Board, (hereinafter sometimes called the "Board") consisting of three (3) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Owners or a spouse of an Owner; provided, however, that in the event an Owner is a corporation, partnership, trust, limited liability company or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, beneficiary of such trust, member or manager, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

5.2. Interim Board. Until the initial meeting of the voting non-Declarant members as provided in Article 5.3, Declarant shall appoint the directors who shall constitute and function as the Board of Directors. Such appointees need not be owners. Prior to the election held at the initial meeting, Declarant may, from time to time, remove directors, fill vacancies and exercise all of the rights with respect to the Board which are by the Covenants reserved or delegated to the owners. The Interim Board, and Declarant's powers with respect thereto (except those powers that Declarant possesses by virtue of being an owner) shall cease when the new Board is elected at the initial meeting.

5.3. Organization Meeting. The organization meeting of a newly-elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Board at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

5.4. Election; Term of Office. ~~The voting members at the initial meeting shall elect the members of the Board in accordance with the Bylaws.~~

5.5. Officers. The Board shall elect from among its members a President, vice President, and secretary-treasurer who shall serve, respectively, as the president, vice president and secretary-treasurer of the Association. The Board may from time to time create other offices for the Association and shall elect persons to fill such offices from among the members of the Association.

5.6. Removals. Any board member may be removed from office by affirmative vote of the voting members having at least a majority of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

5.7. Vacancies. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by election by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose.

5.8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board. Notice of regular meetings shall be given to each member, personally or by mail, telephone, e-mail, facsimile or teletype at least three (3) days prior to the day named for such meeting.

5.9. Special Meetings. Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of one-third of the members. Notice of the meeting shall be given personally or by mail, telephone, e-mail, facsimile or teletype at least three days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

5.10. Waiver of Notice. Any member of the Board may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

5.11. Quorum; Majority Vote. A quorum at meetings of the Board shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except where approval by a greater number is required.

5.12. Minutes. The Board shall keep minutes of its proceedings.

5.13. Compensation of Board. Members of the Board shall receive no compensation for their services as Board members.

5.14. Liability of the Board. The members of the Board shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each member of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Condominium.

5.16. Powers and Duties of the Board.

(a). The Board shall have the authority and responsibility to enforce the Covenants, to administer and operate the project, and to conduct the business and affairs of the Association on behalf of and for the benefit of the owners.

(b). The Board for the benefit of all the Owners shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

(1) Services. Waste removal, snow removal, electricity, gas and other necessary utility service for the General Common Elements.

(2) Property Insurance. A policy or policies of insurance insuring the General Common Elements and the Units against loss or damage by the perils of fires, lightning, earth quakes and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the General Common Elements and the Units.

(3) Liability Insurance. Comprehensive public liability and property damage insurance in such limits as the Board shall deem desirable insuring the members of the Board, their agents and employees and the Owners from any liability in connection with the General Common Elements or the street and sidewalks adjoining the Property. Such insurance coverage shall also cover cross liability claims of one insured against another.

(4) Maintenance of General Common Elements. Landscaping, gardening and replacement of plants when necessary, snow removal, painting, clearing, maintenance, decorating, repair and replacement of the General Common Elements, and such furnishings and equipment for the General Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the General Common Elements.

(5) Maintenance of Limited Common Elements. Maintenance of Limited Common Elements as the Board shall determine as necessary and proper, and the collection of all costs and expenses associated therewith from the Owners of the benefited Units.

(6) Maintenance of Property. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board 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 maintenance and operation of the Property as a first class condominium building or for the enforcement of these restrictions.

(7) Maintenance of Individual Units. Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the General Common Elements or any other portion of the building, and an Owner of any Unit has 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 Board to said Owner, provided that the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair.

(c) Right of Inspection. The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board 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 Board at the expense of the Condominium Association.

(d) Execution of Contracts. All agreements, contracts, deeds, leases, and vouchers for payment of expenditures and other instruments shall be signed by such officer or

officers, agent or agents of the Board and in such manner as from time to time shall be determined by resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer or by the President of the Board.

(e) **Rules and Regulations.** The Board, at the direction of the voting members having a majority of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, and beautification of the Property, and for the health, comfort, safety, and general welfare of the Owners and Occupants of the Property

ARTICLE VI DETERMINATION AND PAYMENT OF ASSESSMENTS

6.1. Obligation of Owners to Pay Assessments. It shall be the duty of every Unit Owner to pay his proportionate share of the expenses of administration, maintenance and repair of the General Common Elements and of the other expenses provided for herein. Such proportionate share will be, except as otherwise provided for herein in this Declaration, in the same ratio as his percentage of ownership in the General Common Elements as set forth in Exhibit "A". Payment thereof shall be in such amounts and at such times as may be determined by the Board, as hereinafter provided.

6.2. Preparation of Annual Budget / General Assessments. Each year on or before December first, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the General Common Elements as set forth in Exhibit "A". On or before January 1 of the ensuing year, and the first of each and every month of said year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth of the assessment made pursuant to this paragraph. From time to time, the Board may change the frequency of the payments (e.g., quarterly or annually). On or before the date of the annual meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves.

6.3. Special Assessments. ~~One or more special assessments may be levied by the Board upon all owners in the same manner as general assessments whenever the general assessment shall appear to the Board to be insufficient to enable the Board to carry out its obligations in connection with the operation of the project or whenever the Board is required to make an expenditure under or in connection with the Covenants for which there are not sufficient funds available.~~

One or more special assessments may be levied by the Board upon less than all owners when permitted by the Covenants. Unless the Board otherwise notifies the owner or owners against whom a special assessment has been levied, the special assessment is payable in full on the date specified in the notice of the levy thereof.

6.4. Reserve for Contingencies and Replacements. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment which shall be assessed to the Owners according to each Owner's percentage of ownership in the General Common Elements. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All owners shall be obligated to pay the adjusted monthly account.

6.5. Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly

maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

6.6. Books and Records of Condominium Association. The Board shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representatives of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

6.7. Status of Funds Collected by Board. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit, and account of all of the Owners in the proportions set forth in Exhibit "A".

6.8. Remedies for Failure to Pay Assessments. If any owner is in default in the payment of the assessed charges or assessments for thirty (30) days, the members of the Board may bring suit to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due, the costs of said suit, together with interest at eighteen percent (18%) per annum and reasonable attorney's fees. The amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit of the Owner involved when payable, and may be foreclosed by an action brought by the members of the Board as in the case of foreclosure of liens against real estate. The Board shall have the power to bid on the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit covered by his encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance.

ARTICLE VII OBLIGATIONS OF OWNERS

7.1. Compliance with Declaration. Each owner shall fully comply with this Declaration of Condominium, the bylaws, decisions and resolutions of the Association or its representative, and the Regulatory Agreement, as lawfully amended from time to time.

7.2. Maintenance. Each owner shall maintain and keep in a state of good repair and attractive condition his condominium unit, to and including the interior finished surfaces of all walls, floors and ceilings therein as well as all nonbearing and perimeter walls therein, and all patios, porches, balconies and storage areas, which are part of his unit.

7.3. Storage. No owner shall allow any storage of toys, boats, bicycles or like items in the Common Area or on patios. The Association may make further rules governing the storage of items to prevent such storage from becoming a nuisance.

7.4. Negligence. Any owner whose negligence or fault, or that of his guests, invitees or permittees, results in the necessity of repair or rebuilding of any part of the project shall bear the cost thereof, which cost shall be made a special assessment (assessed in the manner provided for in Article VI above) against such owner.

7.5. Maintenance of Units. Every owner must perform promptly all maintenance, replacement and repair work within his Unit which, if omitted, would adversely affect either the project in its entirety or any part thereof belonging to any other owner, and every owner shall be liable and responsible for any and all damages and liabilities that his failure so to do may engender. All repairs of, internal and interior installations in the Unit, such as water, light, gas, power, sewerage, telephones, sanitary installations, doors, windows, lamps and all other accessories or parts thereof used exclusively by one unit owner shall be made at such owner's expense. An owner shall reimburse the Board for any expenditure incurred by the Board in repairing or replacing any and all General Common Elements or Common Area facilities and utilities damaged through his negligence or other fault, whether of commission or omission, by

payment of the amount of such expenditure to the Board for deposit in the Maintenance Fund, the Board hereby being given the authority, but not the duty, to make such repairs or replacements.

7.6. **Trash.** All refuse and trash placed outside of any unit shall be neatly contained in a uniform canister, the type of which shall be specified by the Board. Such canisters shall be placed only in areas designated by the Board.

7.7. **Execution of Documents.** Each owner shall, within thirty (30) days after receiving written request therefor, execute and acknowledge any and all documents and instruments reasonably required by the Board for the implementation of the Covenants or any of them, including but not limited to applications for insurance policies and powers of attorney.

ARTICLE VII GENERAL RESTRICTIONS

8.1. **Compliance with Declaration, Bylaws and Rules and Regulations.** Each Unit Owner and Occupant shall comply with all applicable provisions of the Act, this Declaration, the Bylaws, the Articles of Incorporation of the Condominium Association, and rules and regulations promulgated by the Board or the Condominium Association, as amended. Failure to comply shall be grounds for an action by the Condominium Association, an aggrieved Unit Owner, or any person adversely affected, for recovery of damages, injunction or other relief. The common area, limited common area and units shall remain undivided; and no owner or other interested person shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners and other interested persons with respect to the operation and management of the condominium project.

8.2. **Single Family Purposes.** Each and every condominium unit shall be occupied and used only for residential and for no other purpose whatsoever. No activity shall be carried on in any condominium unit, nor shall any condition be permitted to exist, which would result in the impairment of the structural integrity of a condominium building. This prohibition shall not be deemed to prohibit the use of a unit by the Declarant, the manager or the association for the purpose of an office used for management functions and sales of the condominium units.

8.3. **No Alterations of General Common Elements or Common Area.** No Unit Owner or Occupant, except Declarant during the Declarant Control Period, shall alter, construct anything upon, or remove anything from, the General Common Elements, or paint, decorate, landscape or adorn any portion of the General Common Elements, without the prior written consent of the Board.

8.4. **Insurance.** Without the prior written consent of the Board, nothing shall be done, kept or permitted to exist in any unit, condominium building or in the Common Area which will result in an increase of the rate of insurance therein. No owner shall permit anything to be done or kept in his unit which will result in the cancellation of insurance covering the project or any part thereof or which would be in violation of any law. The owners shall not permit or suffer waste to exist in any condominium unit.

8.5. **Nuisances.** No noxious or other offensive activity shall be carried on, in or upon any part of the project, nor shall anything be done therein or thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals or fowl, including generally recognized domestic house or yard pets, shall be raised or kept in any unit. There shall be no exterior fires whatsoever except barbecue fires and incinerator fires contained within receptacles therefor in those portions of the Common Area so designated by the Board. No waterbeds shall be permitted in any Unit.

8.6. **Parking.** The use of any driveway, parking area, or any part of the General Common Elements or Common Areas as an habitual parking place for commercial vehicles is prohibited, and the Board may by resolution or bylaw prohibit commercial vehicles from being parked on the property, unless an individual vehicle is the personal transport of an Owner or tenant of an Owner. The term "commercial vehicles" shall include all automobiles, station wagons, trucks, and other vehicular equipment which shall bear signs or have printed on the side same any reference to any commercial undertaking or enterprise. Each Unit owner shall have the right to the exclusive use of the parking space assigned to such Owner's Unit as designated on Exhibit B, attached hereto and made a part hereof.

8.7. **Plant Diseases or Noxious Insects.** Nothing shall be placed or permitted to exist in or upon the project and no owner shall permit any thing or condition to exist in or upon his

condominium unit which shall induce, breed, or harbor infectious plant diseases or noxious insects.

8.8. Pets. No dogs shall be permitted on the Property or the Common Area. House pets kept indoors, such as birds, fish and cats, may be kept in any Unit provided that they are kept and maintained so as not to cause a nuisance to any other Owner or tenant of another Owner. The Board shall have the sole right and discretion to determine whether pets are causing a nuisance to other Owners or tenants and shall have the right to require immediate removal of any pet or pets determined by the Board to be causing a nuisance to other Owner(s) or tenant(s).



8.9 Nameplates, Antennae and Towers, Drying Facilities and Flag Poles. There shall be not more than one nameplate on or about each unit. Said nameplate shall be not more than seventy-two (72) square inches in area, and shall contain the name of the occupant and the address of the unit or both. It may be located on the door of the unit or the wall adjacent thereto. No television or radio antennae or towers, no laundry drying equipment, and no flag poles shall be erected or used outdoors, whether attached to condominium building or a structure or otherwise, unless first approved in writing by the Board.

8.10. No Alteration of Utilities in General Common Elements or Common Area. Nothing, including, but not limited to pipes, conduits, lines, wires, equipment or facilities for the communication, transmission or metering of electricity, gas, water, telephonic current, or any other utility, shall be altered or constructed in or removed from or upon the General Common Elements or Common Areas except upon the prior written consent of the Board and the approval of the appropriate authorities of the utility companies, the approval of which shall be necessary.

8.11. Signs. No sign of any kind and no advertising device of any nature whatsoever shall be displayed on or from any unit, Limited Common Element, General Common Element or the Common Area, or upon any portion of the real property without the prior written consent of the Board. Declarant, however, may erect and maintain upon the Property such signs and other advertising devices as it deems desirable in connection with its operations relating to the development and sale of the Property. Nothing in this Paragraph 11 shall prevent any owner from maintaining on his unit a sign of customary and reasonable size advertising his condominium unit for sale.

8.12. Oil and Mining Operations. The project shall not be used for the purpose of boring, mining, quarrying, exploring for or removing water, oil or other hydrocarbons, minerals of any kind, gravel or earth. No machinery shall be placed, operated or maintained in or upon the project except such machinery as is and customary in connection with maintenance of a private residence.

8.13. Home Occupations. No occupation, profession, trade or other non-residential use, shall be conducted in any unit, in the Limited Common Elements, General Common Elements or Common Areas.

8.14 Vehicle Restrictions. Operation of motorized or non-motorized vehicles is prohibited on walkways, lawns and landscaped areas. Operation of snow machines and other off-road vehicles is prohibited anywhere on the Property. Repairing of vehicles and changing of motor oil or similar maintenance is not permitted on the Property.

8.15 Attachments to Buildings. No thermometers, bird feeders, plant containers or other apparatus or equipment may be attached to exterior surfaces of buildings without the written approval of the Association.

8.16 Parking and Storage. The Association shall have full power and authority to establish and maintain rules and regulations for the parking lots and roadways within the Property. Rules and regulations for parking lots and roadways within the Property may include, among other things, prohibitions against the parking and storage of motor homes, recreational vehicles, boats, motorcycles, snowmobiles, trailers and other similar vehicles and equipment.

1) No vehicles incapable of movement under its own power or otherwise not in normal use may be parked on the Property nor may vehicles leaking oil or other fluids.

2) No boats, trailers, motor homes, snow machines or similar equipment may be stored on the Property.

3) Bicycles and similar non-motorized conveyances must be stored either in outside racks provided by the Association or within a Unit.

4) Grills and similar cooking equipment can be used only on lawns and must be stored within Units.

5) Gasoline and similar highly inflammable materials may not be stored on the Property nor placed in refuse containers.

6) No refuse, garbage, trash, furniture, tires or similar materials may be stored in the General Limited Common Areas or the Common Area. All household trash shall be placed in refuse containers provided by the Association.

8.17. **No Violation.** There shall be no violation of any of the rules and regulations governing the use of the General Common Elements and/or Common Areas which may be adopted by the Board and furnished in writing to the owners or posted in accordance with the bylaws adopted by the Board.

8.18. **Application to Declarant.** Declarant shall use the Property only for the purposes of erecting, establishing and selling condominium units within Brookside and for such other purposes as Declarant may deem reasonably incidental to such purposes, and such use of the Property by Declarant shall not constitute a violation of the Covenants.

8.19. **Impairment of Structural Integrity of Building.** Nothing shall be done in any Unit or in, on, or to the General Common Elements which will impair the structural integrity of the building or which would structurally change the buildings except as is otherwise provided herein.

8.20. **Rules and Regulations.** ~~In addition to the foregoing restrictions, conditions and covenants concerning the use of the Condominium, reasonable rules and regulations not in conflict herewith and supplementary thereto may be promulgated and amended from time to time by the Board or the Condominium Association. All Owners shall comply with the rules and regulations adopted by the Board, which shall be specifically enforceable by the Board as part of this Declaration.~~

8.21. **Restrictions, Conditions and Covenants To Run With Land.** Each Unit Owner and Occupant shall be subject to all restrictions, conditions and covenants of this Declaration, and all such restrictions, conditions and covenants shall be deemed to be covenants running with the land, and shall bind every person having any interest in the Property, and shall inure to the benefit of every Unit Owner.

ARTICLE IX DAMAGE AND DESTRUCTION

9.1 **Sufficient Insurance Proceeds.** In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the condominium units, Limited Common Elements, General Common Elements and Common Area shall be applied to such reconstruction. The construction of the units, Limited Common Elements, General Common Elements and Common Area, as used in this paragraph, means restoring the same 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 Board of Directors or under their direction.

10.2 **Insufficient Insurance Proceeds.** If the insurance proceeds are insufficient to reconstruct the units, Limited Common Areas and Common Areas, damage to or destruction of the same shall be promptly repaired and restored by the manager or BOARD OF DIRECTORS, using proceeds of insurance, if any, on the units, Limited Common Areas and Common Areas for that purpose, and all unit owners shall be liable for assessment of any deficiency. However, if three-fourths (3/4ths) or more of the Units are destroyed or substantially damaged, the unit owners, by a vote of at least three-fourths (3/4ths) of the owners may determine to terminate this condominium regime within one hundred (100) days after such destruction or damage, in which case the Board of Directors shall record, with the County Clerk, a notice setting forth such fact, and upon the recording of such notice:

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

(b) 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 General Common Elements;

(c) Any liens affecting any of the condominium units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the owner in the property; and

(d) The property shall be subject to an act 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 General Common Elements, 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 such owner.

ARTICLE X MORTGAGE PROTECTION

10.1 Mortgage Protection. Notwithstanding all other provisions hereof:

(a) The liens created hereunder upon any condominium unit shall be subject and subordinate to, and shall not affect, the rights of the holder of the indebtedness secured by any recorded first mortgage upon such condominium unit made in good faith and for value, provided that after the foreclosure of any such first mortgage there may be a lien created on the interest of the purchaser at such foreclosure sale to secure the payment of all assessments, whether regular or special, assessed under the Covenants against such purchaser as an owner after the date of such foreclosure sale, and all installments or any assessments, whenever assessed and whether regular or special, falling due after the date of such foreclosure sale, which said lien, if claimed, shall have the same effect and be enforced in the same manner as provided in said Declaration;

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

(c) No breach of said Declaration shall defeat or render invalid the lien of any mortgage upon any condominium unit made in good faith and for value, but all of the covenants of said Declaration shall be binding upon and effective against any owner whose title is derived through foreclosure, trustee's sale or otherwise.

ARTICLE XI CONDEMNATION

In the event of a taking by eminent domain, or by a conveyance in lieu thereof, of all or any part of the Property, the same shall be repaired or restored, and the awards paid on account thereof shall be used and applied, in accordance with applicable law.

ARTICLE XII LIMITATION UPON THE RIGHT OF PARTITION AND SEVERANCE

12.1 **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 or any part thereof seek any such judicial partition except as expressly permitted by Article XIII hereof.

12.2 **No Severance.** The undivided interest established and to be conveyed with the respective units cannot be changed, and each owner covenants and agrees that the undivided interest in the common areas and the fee title to the respective units conveyed therewith, shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective condominium unit even though the description in the instrument of conveyance or encumbrances may refer only to the fee title to the condominium unit. Each owner agrees that he shall not make any separate transfer, conveyance or alienation of his membership in the homeowners association or of any of his appurtenant rights granted to him by the deed. Any conveyance made in contravention of the provisions of this Article shall be ipso facto void. This Paragraph 12.2 of Article XIII shall terminate on the date that any judicial partition of the project is decreed by a final judgment of a Court of competent jurisdiction.

**ARTICLE XIII
AMENDMENT**

~~13.1 Amendment and Termination. The Covenants may only be modified, amended, terminated or supplemented, in whole or in part, upon the written and recorded consent and approval of seventy-five percent (75%) or more of the owners of Units in the Brookside Condominiums and seventy-five percent (75%) or more of the owners of Lots in the Brookside Townhouses, as the same may exist of record from time to time.~~

**ARTICLE XIV
GENERAL PROVISIONS**

14.1. Violation of Declaration and Covenants / Enforcement.

(a) The Board or its agents may enter any unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the condominium owners as practicable, and any damage caused thereby shall be repaired by the Board out of the common maintenance fund.

(b) Violation of any of the Covenants may be enjoined, abated, restrained or otherwise remedied by any lawful means or proceedings. Proceedings to restrain violation of the Covenants may be brought at any time that such violation is occurring or appears reasonably likely to occur in the future. In the event that any action, suit or proceedings are brought by Declarant or by the Board or by an owner to enforce or to restrain violation of any of the Covenants, or to determine the rights or duties of any person under or in connection with the Covenants, and if Declarant or the Board or the owner prevails in such action, suit or proceedings, Declarant or the Board or the owner shall recover its reasonable attorneys' fees in the amount fixed by the Court in such action, suit or proceedings. In the event of any violation of the Covenants by an owner which is remedied by the Board without judicial proceedings, the Board shall be entitled to recover its costs and reasonable attorneys' fees, and shall have the right to file and enforce a lien against the unit of the violating owner as provided for assessments in the Covenants.

(c) The Covenants shall bind and inure to the benefit of and be enforceable by Declarant and the owner or owners of any condominium unit, not at the time in default hereunder, and the respective heirs, executors, administrators, successors and assigns of each of them, and the Covenants shall also be enforceable by the Board. The failure of Declarant or the Board, or any such owner, or of any other person entitled to enforce any of the Covenants, to enforce the same shall in no event be deemed a waiver of the right of such person or entity or of any other person or entity entitled to enforce the Covenants to enforce the same thereafter or with respect to a concurrent or prior violation breach of the same or any other of the Covenants against the same or any other person.

(d) Waiver or attempted waiver of any of the Covenants with respect to any condominium unit or any part of the Common Area shall not be deemed a waiver thereof as to any other unit or any other part of the Common Area, nor shall the violation of any of the Covenants upon or in any condominium unit or any part of the Common Area affect the applicability or enforceability of the same or any other of the Covenants with respect to any other condominium unit or any other part of the Common Area.

14.2 Effective Date / Term. This Declaration shall be effective upon the date of recordation in the Teton County Clerk's Office. Unless sooner terminated in accordance with the provisions herein, this Declaration and all of the Covenants set forth herein shall for an initial period of thirty (30) years from the date of recordation hereof and thereafter for successive periods of twenty-five (25) years each.

14.3 Declaration and Covenants To Run with the Land. This Declaration and each of the Covenants shall run with the Property, and each and every condominium unit and every interest therein or pertaining thereto, including all units annexed into the Project, and shall bind Declarant, its successors, grantees and assigns and all parties claiming by, through or under Declarant. Each purchaser of any condominium unit, shall, by acceptance of the deed or other conveyance of any such condominium unit, be conclusively deemed to have consented to and agreed to each and all of the Covenants for himself and his heirs, executors, administrators, successors and assigns, and does, by said acceptance, covenant for himself and his heirs, executors, administrators, successors and assigns to observe, perform and be bound by each and all of the Covenants.

14.4. Severability. The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Declaration, or of any part of the same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, or the application of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstances.

14.5. Encroachments. None of the rights and obligations of the owners created herein shall be altered in any way by encroachments due to settlement or shifting of structures of any other cause. There shall be and there are hereby granted valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for such an encroachment be granted or deemed in favor of an owner or owners if such encroachment occurred due to the willful conduct of said owner or owners.

14.6. Audits. Any owner may, at any reasonable time and at his own expense, cause an audit or inspection to be made of the books and records of the Board or the Manager, if any, insofar as those of the latter relate to the management of the project.

14.7. Interpretation of Declaration. Whenever appropriate singular may be read as plural, plural may be read as singular, and the masculine gender may read as the feminine or neuter gender. Compound words beginning with the prefix "here" shall refer to this entire Declaration and not merely to the part in which they appear. Provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class Condominium project.

14.8. Captions. The captions herein are only for convenience and reference and do not define, limit or describe the scope of this Declaration, or the intent of any provision.

14.9. Declarant's Obligations. Until the first original sale of each unit of the Property, and the transfer of title thereto, Declarant shall be responsible for and make all payments for which unsold units are responsible, including but not limited to, all general and special assessments levied against such condominium unit. Anything to the contrary herein notwithstanding, Declarant reserves and shall have, as to each condominium unit, the right to exercise full rights of ownership therein and thereto until the first original sale thereof.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above written.

EVERGREEN MANAGEMENT, INC.,
a Wyoming corporation,

By: *[Signature]*

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this 26 day of OCT, 2003, before me personally appeared David K. Thulin, to me personally known, who, being by me duly sworn, did say that he is the President of Evergreen Management, Inc., a Wyoming corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors.

Witness my hand and official seal.

My Commission expires:

4/20/2004



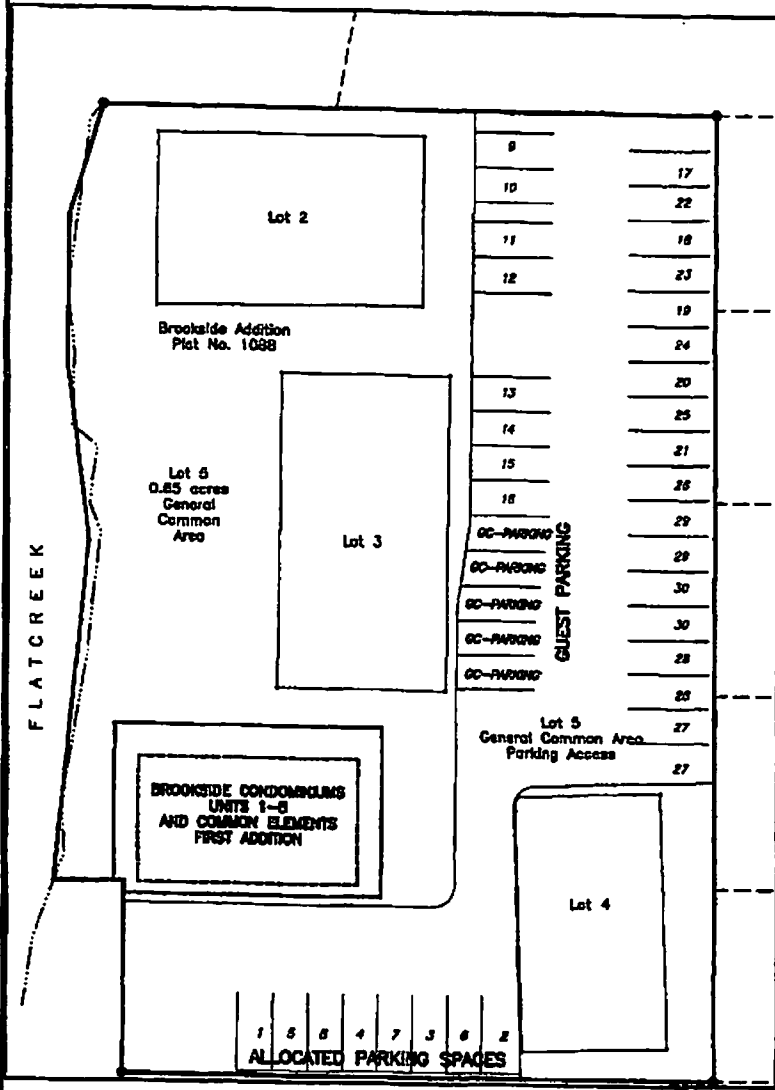
C:\My Documents\Documents\Truth & Evergreen\Brookside Condominium Declaration.doc October 21, 2003

EXHIBIT A
to Declaration of Condominium of Brookside

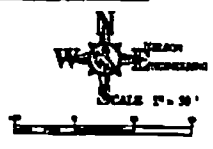
Ownership

Condominium Unit Number	% Ownership
Unit 1	12.5
Unit 2	12.5
Unit 3	12.5
Unit 4	12.5
Unit 5	12.5
Unit 6	12.5
Unit 7	12.5
Unit 8	12.5
TOTAL	100%

EXHIBIT B
ALLOCATED PARKING SPACES
FOR
BROOKSIDE CONDOMINIUMS
FIRST ADDITION



1 5 6 4 7 3 6 2
ALLOCATED PARKING SPACES



SHEET NO. 02-123	TITLE Brookside Condominiums 1st Add Exhibit Illustrating Allocated Parking Spaces	NELSON ENGINEERING P.O. BOX 1098, JACKSON WYOMING (307) 743-3087	DATE 02/12/88	SHEET NO. 02	TOTAL SHEETS 123
	PROJECT NO. 02-123		DRAWN BY J.S.	CHECKED BY J.S.	APPROVED BY J.S.

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM AND ADOPTION OF DECLARATION OF CONDOMINIUM

BROOKSIDE CONDOMINIUMS - SECOND ADDITION

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

Evergreen Management, Inc., a Wyoming corporation, as Declarant, acting pursuant to the Declaration of Condominium of Brookside Condominiums, and specifically acting under and pursuant to the power and authority reserved to Evergreen Management, Inc., in Article 2.6 thereof, hereby annexes Lot 4 of the Brookside Townhouse Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded on June 15, 2003 as Plat No. 1088 in the Office of the Teton County Clerk, to be further subdivided and known as Units 27-30 of Brookside Condominiums - Second Addition to the Town of Jackson, in accordance with the plat thereof to be recorded in the Office of the Teton County Clerk, Teton County, Wyoming, concurrently with the recording of this instrument, into the Brookside Condominium Association, and the owners of the above-described units shall be members of the Brookside Condominium Association, Inc.

Grantor: EVERGREEN MANAGEMENT, INC
 Grantee: THE PUBLIC
 Doc 0615113 dt 539 pg 348-349 Filed at 2:53 on 01/23/04
 Sherry A. Dalgia, Teton County Clerk Emer: 19-00
 By: MARY D. HARRISON, Deputy

Declarant hereby adopts the Declaration of Condominium of Brookside Condominiums, recorded on the 30th day of October, in Book 529 of Photo, pages 1062 to 1078, in the Office of the Teton County Clerk, and declares that the units annexed into the Association are fully subject to said Declaration of Condominium.

Evergreen Management, Inc., in order to complete the annexation of the above-described units into the Association, hereby amends the Declaration of Condominium for Brookside Condominiums as follows:

ARTICLE II - SUBMISSION OF PROPERTY TO CONDOMINIUM OWNERSHIP ACT

2.3. Division of Property into Separately Owned Units. Declarant, pursuant to the Act, and to establish a plan of condominium ownership for the condominium, does hereby divide the Property into four (4) Units and does hereby designate all such Units for separate ownership. Each Unit and its boundaries are designated and delineated on the Condominium Plat.

2.5. Allocation of Units. The allocations to each unit of a percentage of undivided interest in the General Common Elements and its responsibility for a percentage of the Common Expenses are as stated in Exhibit A.

ARTICLE VIII – GENERAL RESTRICTIONS

The following language shall be added to paragraph 8.6 of the Declaration of Condominium:

"8.6. Parking. The designated parking for units 27-30 shall be as set forth in Exhibit B attached hereto and made a part hereof."

All property within the Brookside Condominium Addition to the Town of Jackson shall be owned, sold, conveyed, encumbered, leased, Used, Occupied and developed subject to the provisions, covenants, conditions and restrictions of this First Amendment to and Adoption of the Declaration of Condominium, all of which are for the purpose of preserving and maintaining the natural character and value of the property. The original Declaration of Condominium and this First Amendment to and Adoption of Declaration of Condominium shall run with the property and any lot thereof, and shall be binding on all parties having or acquiring any legal or equitable interest in or to the property, and shall inure to the benefit of all of the owners of the property or any part thereof. All sections of the Original Declaration of Condominium not modified by this First Amendment to and Adoption of Declaration of Condominium shall remain unchanged and in full force and effect.

DECLARANT:

Evergreen Management, Inc., a Wyoming corporation,

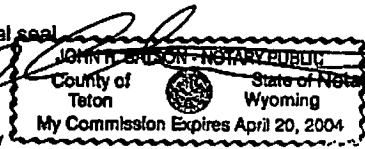
By: [Signature]

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by EDWIN K. THULIN, as PRESIDENT of Evergreen Management, Inc., a Wyoming corporation, this 24th day of OCT., 2003.

Witness my hand and official seal

My Commission Expires: 4/20/2004



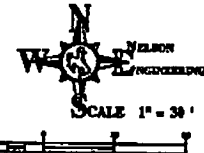
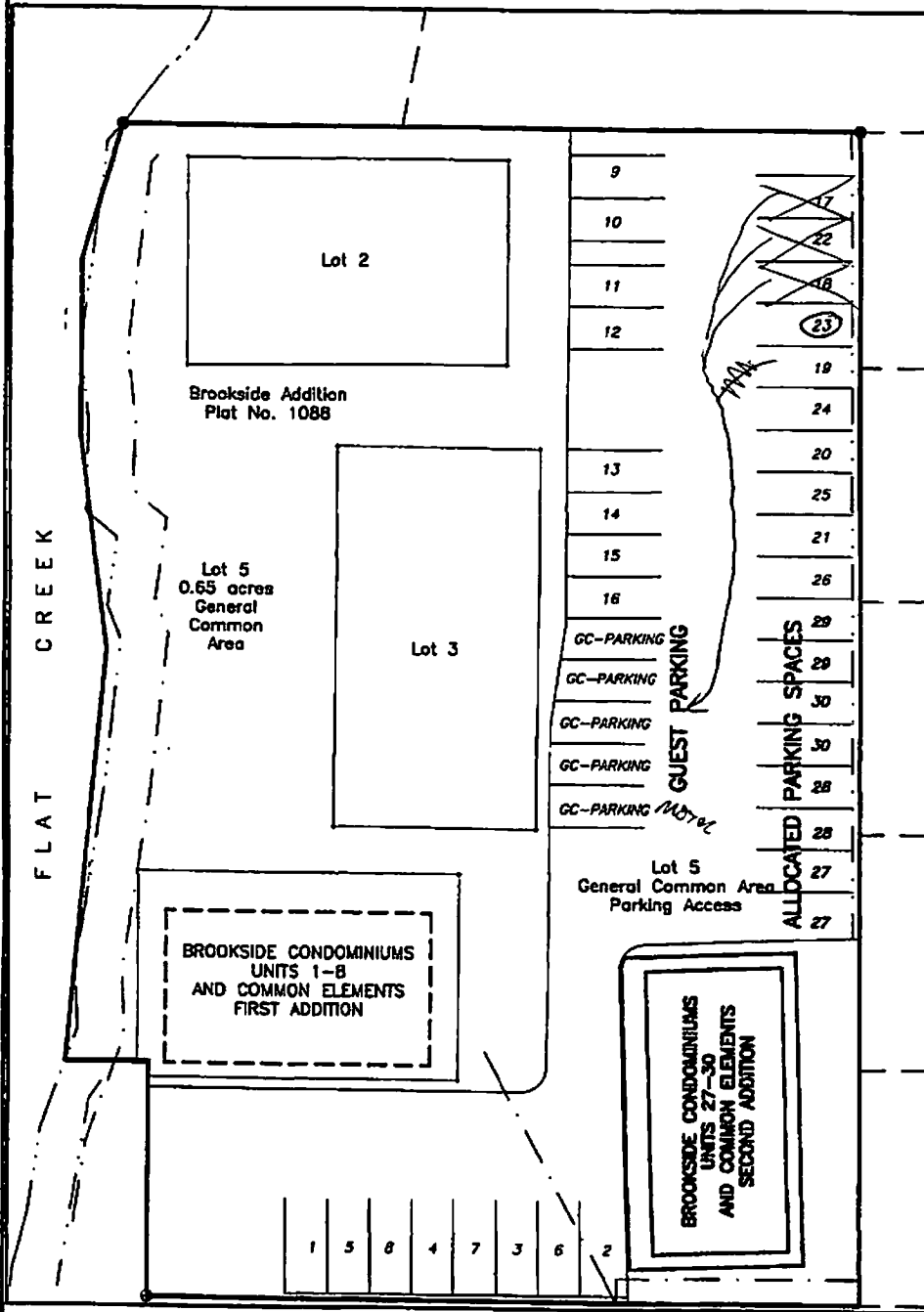
C:\My Documents\Documents\Thulin & Evergreen\Brookside Amendment.doc October 20, 2003

EXHIBIT A
to First Amendment to Declaration of Condominium
and Adoption of Declaration of Condominium

Ownership

Condominium Unit Number	% Ownership
Brookside Condominiums 1st Addition	
Unit 1	6.53
Unit 2	6.53
Unit 3	6.53
Unit 4	6.53
Unit 5	6.53
Unit 6	6.53
Unit 7	6.53
Unit 8	6.53
Brookside Condominiums 2nd Addition	
Unit 27	11.94
Unit 28	11.94
Unit 29	11.94
Unit 30	11.94
TOTAL	100%

EXHIBIT B
ALLOCATED PARKING SPACES
FOR
BROOKSIDE CONDOMINIUMS
SECOND ADDITION



DRAWING NO.	TITLE	DATE	BY	REV.
02-130	Brookside Condominiums 2nd Add Exhibit illustrating Allocated Parking Spaces	12/20/13	BB	
			ds	
			ms	
			ms	

NELSON
ENGINEERING
 P.O. BOX 1869, JACKSON WYOMING (307) 733-2087

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
AND ADOPTION OF DECLARATION OF CONDOMINIUM

BROOKSIDE CONDOMINIUMS - THIRD ADDITION

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

Evergreen Management, Inc., a Wyoming corporation, as Declarant, acting pursuant to the Declaration of Condominium of Brookside Condominiums, and specifically acting under and pursuant to the power and authority reserved to Evergreen Management, Inc., in Article 2.6 thereof, hereby annexes Lot 2 and Lot 3 of the Brookside Townhouse Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded on June 15, 2003 as Plat No. 1088 in the Office of the Teton County Clerk, to be further subdivided and known as Units 9-26 of Brookside Condominiums - Third Addition to the Town of Jackson, in accordance with the plat thereof to be recorded in the Office of the Teton County Clerk, Teton County, Wyoming, concurrently with the recording of this instrument, into the Brookside Condominium Association, and the owners of the above-described units shall be members of the Brookside Condominium Association, Inc.

Declarant hereby adopts the Declaration of Condominium of Brookside Condominiums, recorded on the 30th day of October, 2003, in Book 529 of Photo, pages 1062 to 1078, in the Office of the Teton County Clerk, and declares that the units annexed into the Association are fully subject to said Declaration of Condominium.

Evergreen Management, Inc., in order to complete the annexation of the above-described units into the Association, hereby amends the Declaration of Condominium for Brookside Condominiums as follows:

ARTICLE II – SUBMISSION OF PROPERTY TO CONDOMINIUM OWNERSHIP ACT

2.3. Division of Property Into Separately Owned Units. Declarant, pursuant to the Act, and to establish a plan of condominium ownership for the condominium, does hereby divide Lot 2 into eight (8) units, and does hereby divide Lot 3 into ten (10) Units and does hereby designate all such Units for separate ownership. Each Unit and its boundaries are designated and delineated on the Condominium Plat.

2.5. Allocation of Units. The allocations to each unit of a percentage of undivided interest in the General Common Elements and its responsibility for a percentage of the Common Expenses are as stated in Exhibit A.

Grantor: EVERGREEN MANAGEMENT INC
 Grantee: THE PUBLIC
 Doc 0621038 hr 550 pg 487-491 Filed at 3:39 on 05/07/04
 Sherry L Daigle, Teton County Clerk fees: 40.00
 By NARY D AFRONOUS Deputy

ARTICLE VIII – GENERAL RESTRICTIONS

The following language shall be added to paragraph 8.6 of the Declaration of Condominium:

"8.6. Parking. The designated parking for units 9-26 shall be as set forth in Exhibit B attached hereto and made a part hereof."

All property within the Brookside Condominium Addition to the Town of Jackson shall be owned, sold, conveyed, encumbered, leased, Used, Occupied and developed subject to the provisions, covenants, conditions and restrictions of this Second Amendment to and Adoption of the Declaration of Condominium, all of which are for the purpose of preserving and maintaining the natural character and value of the property. The original Declaration of Condominium and this Second Amendment to and Adoption of Declaration of Condominium shall run with the property and any lot thereof, and shall be binding on all parties having or acquiring any legal or equitable interest in or to the property, and shall inure to the benefit of all of the owners of the property or any part thereof. All sections of the Original Declaration of Condominium not modified by this Second Amendment to and Adoption of Declaration of Condominium shall remain unchanged and in full force and effect.

DECLARANT:

Evergreen Management, Inc., a Wyoming corporation,

By: [Signature]

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Josh Thulin, as Vice President of Evergreen Management, Inc., a Wyoming corporation, this 30th day of April, 2004.

Witness my hand and official



[Signature]
Notary Public

My Commission Expires: 12/18/2007

C:\Documents and Settings\Default\My Documents\Documents\Thulin & Evergreen\Brookside Amendment II docFebruary 5, 2004

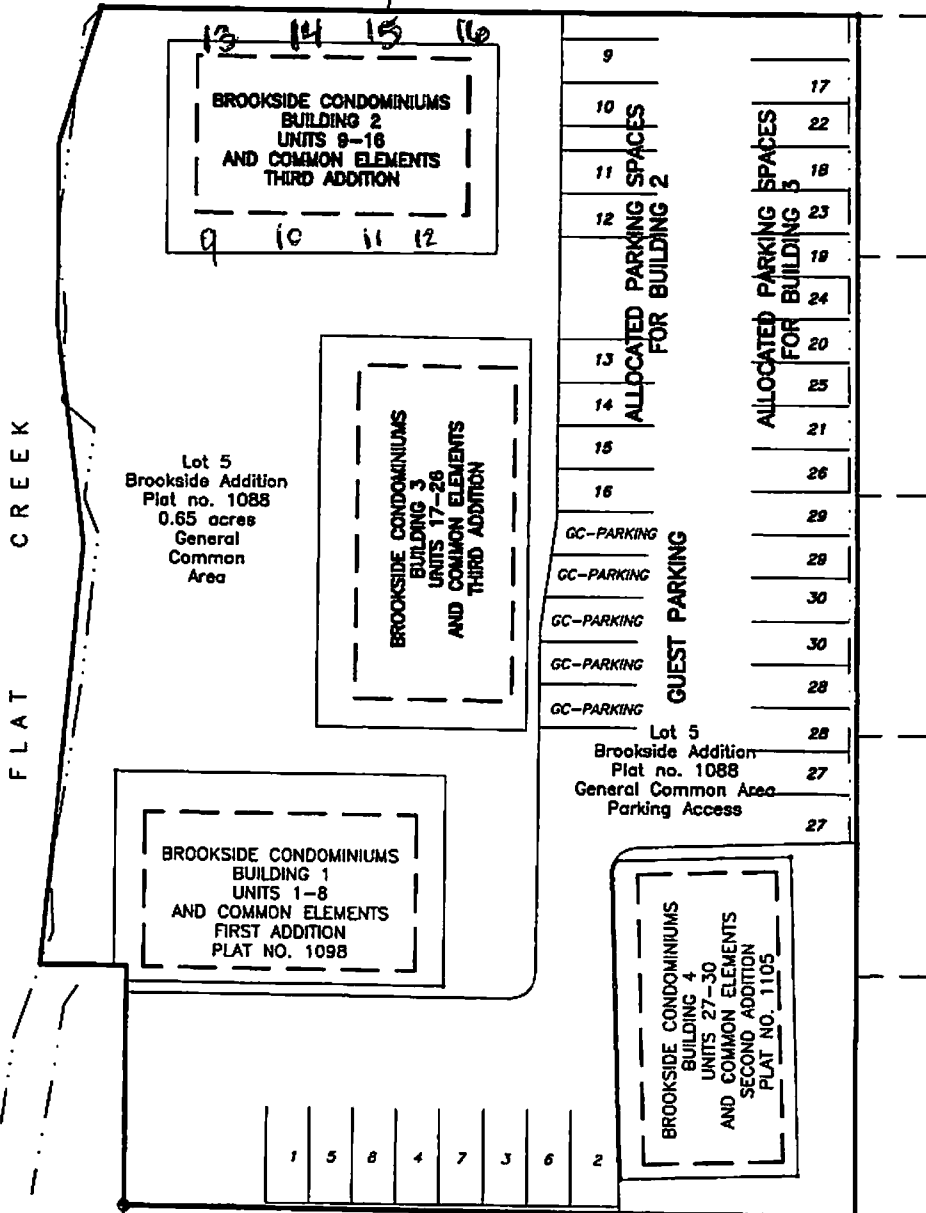
EXHIBIT A
to Second Amendment to Declaration of Condominium
and Adoption of Declaration of Condominium

Ownership

Condominium Unit Number	% Ownership
Brookside Condominiums 1st Addition	
Unit 1	2.94
Unit 2	2.94
Unit 3	2.94
Unit 4	2.94
Unit 5	2.94
Unit 6	2.94
Unit 7	2.94
Unit 8	2.94
Brookside Condominiums 2nd Addition	
Unit 27	5.89
Unit 28	5.89
Unit 29	5.89
Unit 30	5.89
Brookside Condominiums 3rd Addition	
Unit 9	2.94
Unit 10	2.94
Unit 11	2.94
Unit 12	2.94
Unit 13	2.94
Unit 14	2.94
Unit 15	2.94
Unit 16	2.94
Unit 17	2.94

Unit 18	2.94	:
Unit 19	2.94	:
Unit 20	2.94	:
Unit 21	2.94	:
Unit 22	2.94	:
Unit 23	2.94	:
Unit 24	2.94	:
Unit 25	2.94	:
Unit 26	2.94	:
TOTAL	100%	

EXHIBIT B
ALLOCATED PARKING SPACES
FOR
BROOKSIDE CONDOMINIUMS
THIRD ADDITION



FLAT CREEK

Lot 5
 Brookside Addition
 Plat no. 1088
 0.65 acres
 General
 Common
 Area

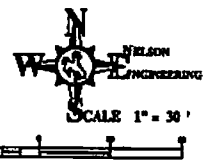
BROOKSIDE CONDOMINIUMS
 BUILDING 2
 UNITS 9-16
 AND COMMON ELEMENTS
 THIRD ADDITION

BROOKSIDE CONDOMINIUMS
 BUILDING 3
 UNITS 17-26
 AND COMMON ELEMENTS
 THIRD ADDITION

BROOKSIDE CONDOMINIUMS
 BUILDING 1
 UNITS 1-8
 AND COMMON ELEMENTS
 FIRST ADDITION
 PLAT NO. 1098

BROOKSIDE CONDOMINIUMS
 BUILDING 4
 UNITS 27-30
 AND COMMON ELEMENTS
 SECOND ADDITION
 PLAT NO. 1105

9		
10	ALLOCATED PARKING SPACES FOR BUILDING 2	17
11		22
12		18
13		23
14		19
15		24
16		20
GC-PARKING	GUEST PARKING	25
GC-PARKING		21
GC-PARKING		26
GC-PARKING		29
GC-PARKING		28
GC-PARKING		29
GC-PARKING		30
GC-PARKING		30
GC-PARKING		28
GC-PARKING		28
Lot 5 Brookside Addition Plat no. 1088 General Common Area Parking Access		27
		27



DRAWING NO 02-158	TITLE Brooksid. Condominiums 3rd Add. Exhibit Illustrating Allocated Parking Spaces	NELSON ENGINEERING P.O. BOX 1559, JACKSON WYOMING (307) 733-2057	<table border="1"> <tr> <th>DATE</th> <th>1/25/04</th> <th>REV.</th> </tr> <tr> <td>DESIGNED</td> <td>JR</td> <td></td> </tr> <tr> <td>DRAWN</td> <td>CS</td> <td></td> </tr> <tr> <td>CHECKED</td> <td>ML</td> <td></td> </tr> <tr> <td>APPROVED</td> <td>ML</td> <td></td> </tr> </table>	DATE	1/25/04	REV.	DESIGNED	JR		DRAWN	CS		CHECKED	ML		APPROVED	ML	
DATE	1/25/04	REV.																
DESIGNED	JR																	
DRAWN	CS																	
CHECKED	ML																	
APPROVED	ML																	

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
BROOKSIDE CONDOMINIUMS

The undersigned, being the owners of seventy-five percent (75%) or more of the units in the Brookside Condominiums in Jackson, Wyoming, acting under and pursuant to the provisions set forth in Article XIII of the Declaration of Condominium of Brookside Condominiums, of record in Book 523 of Photo at pages 1062-1078 in the Office of the Teton County Clerk, amend said Declaration of Condominium by adding the following to Article 10.1(a):

"10.1(a). Upon foreclosure or recordation of a deed in lieu of foreclosure of any Condominium unit by the holder of the first mortgage against such unit, the first mortgage holder shall be liable for no more than six (6) months unpaid homeowners dues or assessments."

Owner of Units: 9, 10, 11, 12, 13, 14,
15, 16, 17, 18, 19, 20, 21, 23, 24,
25, 27 and 28

Evergreen Management, Inc., a
Wyoming corporation,

By: [Signature]
President, Evergreen Management, Inc.

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this 26 day of July, 2004, before me personally appeared Ed Thulin, to me personally known, ~~was~~, being by me duly sworn, did say that he is the President of Evergreen Management, Inc., a Wyoming corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors.

Witness my hand and official seal.



[Signature]
Katherine A. Peters
Notary Public

Grantor: EVERGREEN MANAGEMENT INC ET AL
Grantee: THE PUBLIC
Doc #629177 bk 539 pg 157-161 Filed at 3:16 on 07/26/04
Sherry L Daigle, Teton County Clerk fees: 40.00
By HARY D ANFROBUS Deputy

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
BROOKSIDE CONDOMINIUMS

Execution Page

Owner(s) of Unit 2

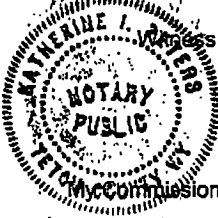
Julianna Renneisen

Julianna Renneisen

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by
Julianna Renneisen, owner(s) of Unit 2 of Brookside
Condominium, this 26th day of July, 2004.

Witness my hand and official seal.



Katherine L. Peters
Notary Public

My Commission expires: Nov. 13, 2004

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
BROOKSIDE CONDOMINIUMS

Execution Page

Owner(s) of Unit 3 & 4

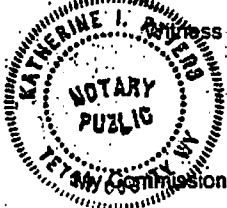
John A. MacGregor and
Jessica Graham MacGregor

John A. MacGregor
JMacGregor

STATE OF *Wyoming*)
) ss.
COUNTY OF *Teton*)

The foregoing instrument was acknowledged before me by
John A. and Jessica Graham MacGregor, owner(s) of Units 3 & 4 of
Brookside Condominium, this 26th day of July, 2004.

Witness my hand and official seal.



Katherine I. Peters
Notary Public

My commission expires: Nov. 13, 2004