

DECLARATION OF CONDOMINIUM
OWNERSHIP AND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this date by Ernest E. Murry and Annita F. Murry, hereinafter referred to as "DECLARANT".

WHEREAS, DECLARANT is the owner of a certain property in the City of Gillette, County of Campbell, State of Wyoming, herein "the properties", which is more particularly described as follows:

Units "A" and "B" of

Lot 4, Block 11, Heritage Village Subdivision, Campbell County, Wyoming, together with all improvements thereon.

Upon this property is a duplex dwelling structure which shall be two (2) condominium units, said units being more fully described in a recorded plat recorded in Book 5 of Plats, Pages 96 and 97 in the office of the Clerk of Campbell County, Wyoming.

AND WHEREAS, in order to establish a general plan for the improvement and development of the properties, DECLARANT desires to subject the properties to certain conditions, covenants, and restrictions, upon and subject to which all of the properties shall be held, improved and conveyed.

AND WHEREAS, DECLARANT will convey the properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW THEREFORE, DECLARANT hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

SECTION ONE

ALLOCATION OF AREAS

DECLARANT, in order to establish a plan of condominium ownership for the described property and improvements, covenants

STATE OF WYOMING } ss.

Campbell County

Filed for record this 30th day of November A.D. 1988 at 3:30 o'clock P.M. and recorded in Book 1037 of Photos on page 25 Fees \$ 36.00

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

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ABSTRACTED
INDEXED ✓

By
Deputy

Denise K. Wilson

that it divides the real property into the following separate freehold estates:

a. The two (2) separately designated and legally described freehold estates, consisting of the spaces or areas contained within the perimeter walls of each apartment unit in the multifamily structure constructed on the described property, which spaces are defined and referred to as "apartment spaces.", and which are more fully described on the abovementioned plat and are identified as Unit A and Unit B.

b. A freehold estate consisting of the remaining portion of the real property, as reflected on the abovementioned plat, herein described and referred to as the "common area and facilities," which definition includes the multifamily structure and the property on which it is located, and specifically includes, but is not limited to, the land, roof, main walls, slabs, staircases, parking spaces, storage spaces, trees, pavement, balconies, pipes, wires, conduits, air conditioners and ducts, and other public utility lines.

A portion of the common areas and facilities is set aside and allocated for the restricted use of the respective apartment spaces, as is shown on the recorded plat, and those areas shall be known as "restricted common areas and facilities." The restricted common areas and facilities shall include all common areas and facilities excluding the entry sidewalk, steps and porch and excluding any pipes, wires, conduits and public utility lines serving the properties. Those restricted common areas and facilities lying west of the center line of the common center wall projected to the sidewalk lying north of the condominium units and south to the southerly lot line of the twenty-five foot drainage easement according to the recorded plat shall be allocated for the restricted use of Unit A. Those restricted common areas and facilities lying east of said projected line shall be allocated for the restricted use of Unit B.

The owners of the respective apartment spaces agree that if any portion of the common areas and facilities encroaches on the

apartment spaces, a valid easement for the encroachment and for the maintenance of the encroachment so long as it stands, shall exist. In the event the multifamily structure is partially or totally destroyed and then rebuilt, the owners of apartment spaces agree that minor encroachment of parts of the common areas and facilities due to construction shall be permitted and that valid easement for such encroachment and its maintenance shall exist.

SECTION TWO

DESCRIPTION OF UNITS AND COMMON AREAS

The two (2) individual apartment spaces established, and which shall be individually conveyed, are described on the abovementioned plat.

The undivided interest in the common areas and facilities established, and which shall be conveyed with each respective apartment spaces, is an undivided fifty (50%) percent.

SECTION THREE

COMMON AREAS AND FACILITIES

The common areas and facilities shall remain undivided; and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium.

SECTION FOUR

UNDIVIDED INTERESTS

The undivided interest, established and to be conveyed with the respective apartment spaces, cannot be changed, and DECLARANT, its successors and assigns, and grantees, covenant that the undivided interest in the common areas and facilities, and the fee titles to the respective apartment spaces conveyed therewith, shall not be separated or separately conveyed, and each undivided interest shall be deemed to be conveyed or encumbered with its respective apartment space, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the apartment space.

SECTION FIVE

PLAN OF OWNERSHIP

DECLARANT establishes a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the apartment units in the multifamily structure, and the co-ownership by the individual and separate owners, as tenants in common, of all the remaining real property, defined and referred to as the "common areas and facilities."

For the purpose of this declaration, the ownership of each apartment space shall include the respective owner's undivided interest in the common areas and facilities specified and established in this instrument, and each apartment space together with the undivided interest is defined and referred to as "family unit."

The owners of the respective "apartment spaces" shall not be deemed to own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding the respective apartment spaces, nor shall owners be deemed to own pipes, wires, conduits, or other public utility lines running through the respective apartment spaces that are utilized for, or serve, more than one apartment space, except as tenants in common. The owners, however, shall be deemed to own the walls and partitions that are contained in their respective "apartment spaces," and also shall be deemed to own the inner decorated or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, and the like.

SECTION SIX

RESTRICTION ON USE

The apartment space shall be occupied and used by the respective owner only as a private dwelling for the owner, and family, tenants, and social guests, and for no other purpose. The respective family units shall not be rented by the owners for transient or hotel purposes, which shall be defined as rental for any period less than 30 days. Other than the foregoing obligations, the owner of a respective family unit shall have the

absolute right to lease the unit provided the lease is made subject to the covenants and restrictions contained in this declaration and further subject to the bylaws attached hereto as Exhibit A.

SECTION SEVEN

ADMINISTRATION OF PROPERTY

An owner of a "family unit," on becoming the owner of a "family unit or units," shall automatically be a member of American Condominium Homeowners Association, referred to as the association, and shall remain a member of the association until such time as ownership ceases for any reason, at which time membership in the association shall automatically cease.

All agreements and determinations lawfully made by the association in accordance with the voting percentages established in this declaration, or the bylaws, shall be deemed to be binding on all owners of family units, their successors and assigns.

SECTION EIGHT

RULES AND REGULATIONS

The administration of the condominium shall be in accordance with the provisions of this declaration and the bylaws of the association, which are made a part and attached as Exhibit A.

Each owner, tenant or occupant of a family unit shall comply with the provisions, of this declaration, the bylaws, decisions, and resolutions of the association or its representatives, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for action to recover damages or to seek injunctive relief.

SECTION NINE

CONTRIBUTION TO COMMON EXPENSES

No owner of a family unit may exempt such owner from liability for contribution toward the common expenses by waiver of the use or enjoyment of any of the common area and facilities or by the abandonment of the family unit.

SECTION TEN

ASSESSMENT LIENS

All sums assessed by the association but unpaid for the common expenses chargeable to any family unit shall constitute a lien on such family unit prior to all other liens except only (1) tax liens on the family unit in favor of any assessing unit or special district and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed by suit by the association, acting on behalf of the owners of the family units, in like manner as a mortgage of real property. In any such foreclosure, the family unit owner shall be required to pay a reasonable rental fee for the family unit, if so provided in the bylaws, and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rent. The association acting on behalf of the owners of the family units, shall have power, unless prohibited herein, to bid in the unit at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the unit. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the expenses.

SECTION ELEVEN

ASSESSMENTS; LIABILITY OF SUBSEQUENT GRANTEE

In a conveyance of a family unit, the grantee of the unit shall be jointly and severally liable with grantor for all unpaid assessments by the association against the grantor for the grantor's share of the common expenses up to the time of the grant or conveyance, without prejudice to grantee's right to recover from grantor the amounts paid by grantee for such assessments. However, any such grantee shall be entitled to a statement from the association setting forth the amount of the unpaid assessments against grantor to the association; and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a lien for, any unpaid assessments made by the association against grantor in excess of the amount set forth in the statement.

SECTION TWELVE

BLANKET PROPERTY INSURANCE

The association shall obtain and continue in effect blanket property insurance in forms and amounts satisfactory to mortgagees holding first mortgages covering family units but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance.

SECTION THIRTEEN

INSURANCE PREMIUMS

Insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly or other periodic assessments levied by the association, and such payments shall be held in a separate escrow account of the association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

SECTION FOURTEEN

REVOCATION OR AMENDMENT

This declaration shall not be revoked or any of the provisions amended unless all of the owners and all of the mortgagees of family units unanimously agree to such revocation or amendment by recorded instruments.

DATED this 30 day of November, 1988.

DECLARANT:

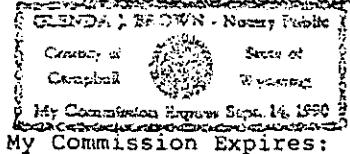
Ernest E. Murry
Ernest E. Murry

Annita F. Murry
Annita F. Murry

STATE OF WYOMING)
County of Campbell) ss.

The above and foregoing instrument was subscribed and sworn to before me by Ernest E. Murry and Annita F. Murry, this 30th day of November, 1988.

Witness my hand and official seal.



Clenda J. Brown
Notary Public