

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 Campbell County	} ss.			
Filed for record this	30th	day of	November	A.D. 19 88
of	Photos	on page	25	Fees \$ 36.00
County Clerk and Ex-Officio Register of Deeds		RECORDED ABSTRACTED INDEXED CHECKED		By Deputy <u>Senewick Wilson</u>
				621314

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 )  
 ) ss.  
County of Campbell )

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

Witness my hand and official seal.

GLENDA J. BROWN - Notary Public  
County of Campbell State of Wyoming  
My Commission Expires Sept. 14, 1990  
My Commission Expires:

Glenda J. Brown  
Notary Public

BYLAWS OF THE AMERICAN CONDOMINIUM  
HOMEOWNERS ASSOCIATION

ARTICLE I

Section One: Apartment Ownership. The condominium project located at Lot 4, Block 11, Heritage Village Subdivision, City of Gillette, County of Campbell, State of Wyoming, known as American Condominium is submitted pursuant to the provisions of Sections 34-20-101 through 34-20-104, Wyoming Statutes 1977.

Section Two: Bylaws Applicability. The provisions of these bylaws are applicable to the project. (The term "project" as used in these bylaws shall include the land.)

Section Three: Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these bylaws.

The mere acquisition or rental of any of the family units, referred to as units, of the project, or the mere act of occupancy of any of the units, will signify that these bylaws and provisions of the regulatory agreement are accepted, ratified, and will be complied with.

ARTICLE II

VOTING; MAJORITY; QUORUM; PROXIES

Section One: Voting. Voting shall be on a per unit basis and the owner of each family unit is entitled to one vote. In the event a family unit is owned by more than one person or entity, those persons or entities shall among themselves determine the manner in which to exercise the one vote allocated to the unit owned.

Section Two: Majority of Owners. As used in these bylaws, the term "majority of owners" shall mean those owners holding fifty one percent (51%) or more of the votes.

Section Three: Quorum. Except as otherwise provided in these bylaws, the presence in person or by proxy of a "majority of owners" as defined in the preceding paragraph of this article shall constitute a quorum.



Section Four: Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the secretary before the appointed time of each meeting.

ARTICLE III  
ADMINISTRATION

Section One: Association Responsibilities. The owners of the units will constitute the American Condominium Homeowners Association, referred to as the association, who will have the responsibility of administering the project, approving the annual budget and establishing and collecting monthly assessments. Except as otherwise provided, decisions and resolutions of the association shall require approval by a majority of owners.

Section Two: Place of Meetings. Meetings of the association shall be held at the location of the project or such other suitable place convenient to the owners as they may determine.

Section Three: Annual Meetings. The first annual meeting of the association shall be held on September 1, 1988 at 7:00 P.M. Thereafter, annual meetings shall be held at 7:00 P.M. on the first of September of each succeeding year. At such meetings the owners shall transact such business of the association as may properly come before them.

Section Four: Special Meetings. Special meetings of the association may be called by any owner in accordance with the notice provisions of these bylaws.

Section Five: Notice of Meetings. Any owner calling a special meeting of the association shall mail a notice of such meeting stating the purpose as well as the time and place of the meeting to each owner of record, at least ten (10) days prior to such meeting.

ARTICLE IV  
BOARD OF DIRECTORS

Section One: Number and Qualification. The association's affairs shall be governed by a board of directors composed of two (2) persons, each of whom must be an owner of a unit or units in

the project. Section Two: Powers and Duties. The board of directors shall have the powers and duties necessary for the administration of the association's affairs and may do all such acts and things as are not by law or by these bylaws directed to be exercised and done by the owners.

Section Three: Other Duties. In addition to duties imposed by these bylaws or by resolutions of the association, the board of directors shall be responsible for the following:

- (a) Care, upkeep, and surveillance of the project and common areas and facilities.
- (b) Collection of periodic assessments from the owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project and the common areas and facilities.

Section Four: Election and Term of Office. At each annual meeting of the association two (2) directors shall be elected by majority vote of the association. The directors shall hold office until their successors have been elected and hold their first meeting.

Section Five: Vacancies. Vacancies caused by the resignation of any director or by the cessation of any director's ownership of a unit in the project shall be filled by a majority vote of the association at a special meeting called for that purpose. The remaining director shall call a meeting to fill any such vacancy by causing notice of such meeting to be given no later than ten (10) days after such vacancy occurs in accordance with Article III Section Five above.

Section Six: Organization Meeting. The first meeting of the newly elected board of directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority

of the whole board shall be present.

Section Seven: Regular Meetings. Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the board of directors shall be given to each director, personally or by mail, telephone, or telegraph, at least three days prior to the day named for such meeting.

Section Eight: Special Meetings. Special meetings of the board of directors may be called by any director on three (3) days' notice to each director, given personally or by mail, telephone, or telegraph, which notice shall state the time, place, and purpose of the meeting.

Section Nine: Waiver of Notice. Before or at any meeting of the board of directors, any director, in writing, may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall be a waiver of notice by such director of the time and place of the meeting. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

Section Ten: Quorum. At all meetings of the board of directors, fifty (50%) percent of the directors shall constitute a quorum for the transaction of business, and the acts of the quorum shall be the acts of the board of directors. If, at any meeting of the board of directors, there be less than a quorum present, the members present may adjourn the meeting from time to time. At any such meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

#### ARTICLE V

#### OFFICERS

Section One: Designation. The principal officers of the association shall be a president, and a secretary-treasurer, all

of whom shall be elected by and from the board of directors.

Section Two: Election of Officers. The officers of the association shall be elected annually by the board of directors at the organization meeting of each new board.

Section Three: President. The president shall be the chief executive officer of the association. The president shall preside at all meetings of the association and of the board of directors. The president shall have all of the general powers and duties that are usually vested in the office of president of an association.

Section Four: Secretary-Treasurer. The secretary-treasurer shall keep the minutes of all meetings of the board of directors and the minutes of all meetings of the association; shall have charge of such books and papers as the board of directors may direct; and shall, in general, perform all the duties incident to the office of secretary. The secretary-treasurer shall also have responsibility for association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the association. The secretary-treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit of, the association in such depositories as may from time to time be designated by the board of directors.

#### ARTICLE VI

##### TIE VOTES

In the event of the inability of the board of directors to resolve any question or issue coming before it because of a tie vote of the directors voting on such question or issue, the question of issue shall be submitted to and voted upon by the association.

In the event of the inability of the association due to a tie vote to resolve any question or issue coming before it, either as an original matter or by submission from the board of directors, the association by unanimous vote shall determine a disinterested third party to cast a tie breaking vote. If the

association is unable to unanimously determine a disinterested third party, each owner shall appoint a disinterested third party and the two third parties so appointed shall appoint a third disinterested third party to vote on the unresolved question or issue. All three disinterested parties shall vote on the question or issue upon which the association cast the original tie vote. The association and the owners shall be bound by the tie breaking vote of the disinterested third party or third parties appointed as herein provided.

ARTICLE VII

OBLIGATIONS OF OWNERS

Section One: Assessments. All owners are obligated to pay periodic assessments imposed by association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of wind, fire, earthquake, or other hazard. The assessments shall be made in equal amounts on each unit. Such assessments may include periodic payments to a general operating reserve and a reserve fund for replacements.

Section Two: Maintenance and Repair.

- (a) Every owner must perform promptly all maintenance and repair work within the individual unit which, if omitted, would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that failure to do so may engender.
- (b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the unit area shall be at the owner's expense.

- (c) An owner shall reimburse the association for any expenditures incurred in repairing or replacing any common area and facility damaged through such owner's fault.
- (d) Every owner shall maintain in good order and repair the restricted common area allocated to the unit in which he has an ownership interest, including maintenance of the roof, exterior walls, lawns, sidewalks, porches, patios, shrubs, and fences. No owner shall change the color or color scheme or style of exterior siding, trim or shingles on the restricted common areas comprising the exterior of the unit in which he has an ownership interest unless permitted to do so by the affirmative vote of the association at a regular or special meeting called therefor. The obligations of owners as set out in this subparagraph (d) shall not limit the right of the association to repair, maintain, or alter any restricted common area and to assess for the costs thereof to the owner of the unit to which the restricted common area is allocated.

Section Three: Use of Family Units - Internal Changes.

- (a) All units shall be utilized for residential purposes only.
- (b) An owner shall not make structural modifications or alterations in a unit or installations located therein without previously notifying the association in writing. The association shall have the obligation to answer within twenty (20) days, and

failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section Four: Use of Common Areas and Facilities and Restricted Common Areas and Facilities. An owner shall not place or cause to be placed in the entryway, vestibules, stairways, and other project areas and facilities of a similar nature, both common and restricted, any furniture, packages, or objects of any kind. Such areas shall be used for no other purposes than for normal transit through them.

Section Five: Right of Entry.

- (a) The right of entry to each unit is hereby granted to the officers or to any other person authorized by the board of directors or the association in case of any emergency originating in or threatening the owner's unit, whether the owner is present at the time or not.
- (b) An owner shall permit other owners, or their representatives, when so required, to enter the unit for the purpose of installing, altering, or repairing the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section Six: Rules of Conduct.

- (a) No resident of the project shall

post any advertisements or posters of any kind in or on the project except as authorized by the association.

- (b) Residents shall exercise extreme care in making noises or using musical instruments, radios, television, and amplifiers that may disturb other residents. Keeping of domestic animals will be in accordance with municipal regulations.
- (c) Hanging of garments, rugs, and the like, from the windows or from any of the facades of the project is prohibited.
- (d) Dusting and shaking out of rugs and the like, from the windows, or by beating on the exterior part of the project is prohibited.
- (e) Throwing of garbage or trash outside the disposal installations provided for such purposes is prohibited.
- (f) No owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, machines, air conditioning units, or the like, on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the association.



ARTICLE VIII

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

Section One: Bylaws. These bylaws may be amended by the association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing at least one hundred percent (100%) of all units in the project.

ARTICLE IX

MORTGAGEES

Section One: Notice to The Association. An owner who mortgages a unit shall notify the association through the management agent, if any, or the president of the board of directors in the event there is no management agent, the name and address of the mortgagee and the association shall maintain such information.

Section Two: Notice of Unpaid Assessments. The association, at the request of a mortgagee of a unit, shall report any unpaid assessments due from the owner of such unit.

ARTICLE X

CONFLICT

In case any of these bylaws conflict with the Declaration of Condominium Ownership and Declaration of Covenants, Conditions and Restrictions of American Condominium, the provisions of said declaration shall control.

