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RECORDED JUL 2 1983 AT 12:04 O'CLOCK P.M.
700871
RECEPTION JANET C. WHITEHEAD, Recorder

DECLARATION OF CONDOMINIUM
OF
ASPEN RIDGE PROFESSIONAL OFFICE PLAZA

1. DECLARATION OF CONDOMINIUM. Aspen Ridge, Inc., a corporation organized and existing under the laws of the State of Wyoming, whose principal office is located at 2232 Dell Range Blvd. in the City of Cheyenne, State of Wyoming, hereby declares the following land owned by it in fee simple, together with the building and improvements erected thereon, hereinafter collectively called the condominium, to be a condominium for the duration of the useful life of the building, unless sooner terminated as herein provided, pursuant to the provisions of the Wyoming "Condominium Ownership Act" (Title 34, Chapter 20, Wyoming Statutes 1957, 1977 Republished Edition):

East 242.32 feet of Lot 2, Block 3, Anderson Corner, an Addition to City of Cheyenne, Laramie County, Wyoming.

2. NAME AND ADDRESS. The condominium shall be known as "Aspen Ridge Professional Office Plaza". The address of the condominium shall be 2232 Dell Range Blvd., Cheyenne, Wyoming 82009.

3. BUILDING. The building constructed on the land above described, hereinafter called the building, was substantially completed on or about January 1, 1983. The building has three stories including the ground floor and contains commercial and professional office units. Five thousand sixty-one and 21/100 (5061.21)± square feet of gross floor area in the building have been devoted to hallways and service areas. There is a parking area adjacent to the building having a gross area of thirty-one thousand (31,000)± square feet with room for parking at least ninety (90) vehicles. There are two (2) fully automatic passenger elevators.

The building is of reinforced precast concrete construction with precast rock aggregate facade and interior walls of both precast concrete and steel stud and gypsum board. The floors are of linoleum or carpet over concrete. The ceilings are of tile suspended from concrete. The building is supplied with natural gas and elec-

tricity. It is centrally heated and air conditioned by a twelve-zone per floor variable air volume heating and air conditioning system.

4. UNITS. The units in the building, their unit designations, locations, square feet of floor area, cubic feet of volume and the percentage of interest of each unit in the common elements are shown on the condominium map delineating the floor plans of the building, certified by AVI Engineers of Cheyenne, Wyoming, and filed in the office of the County Clerk and Ex-Officio Register of Deeds of Laramie County, Wyoming, as Plat Cabinet No. 5 File No. 66, simultaneously with the recording of this declaration. Their percentage of interest of each unit in the common elements as shown on the condominium map has been determined on the basis of the proportion which the square feet of floor area of each unit bears to the total square feet of floor area of all units, computed for each unit on the basis described in Paragraph 5.

Until the sale by the declarant of any unit mentioned in the preceding paragraph of this Paragraph 4, the manner of subdivision of any unit shall be the sole prerogative of the declarant. After declarant shall have sold and conveyed any unit to a purchaser, the manner of subdivision thereof shall be the prerogative of such purchaser and successor owners thereof subject to the approval required by Paragraphs 6 and 14. Revisions of the condominium map resulting from such subdivision will be recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Laramie County, Wyoming and upon such recording any additional units thereby created shall be subject to the terms of this Declaration of Condominium. The expense of any re-subdivision, including the cost of amending this declaration and the condominium map shall be borne by the owner who re-subdivides.

5. DIMENSIONS OF UNITS. Each unit consists of the area measured:

a. Horizontally,

1) From the unit side of the precast concrete ex-

terior wall or walls, to

- ii) The unit side of interior precast concrete interior walls, or to
- iii) The center plane of interior walls constructed of steel studs and fire-resistant gypsum board.
- iv) Where units do not have exterior walls, from the units side of precast concrete interior walls or the center plane of interior walls constructed of steel studs and fire-resistant gypsum board.

b. Vertically, from the upper surface of the concrete floor to the lower surface of the concrete ceiling.

6. RESTRICTIONS. The declarant, and every unit owner by the acceptance of a deed to a unit and his heirs, successors and assigns, covenants that he will faithfully observe all of the terms, covenants, and conditions wherever imposed in this Declaration.

A. Each unit owner, other than declarant, his heirs, successors and assigns, further covenants:

(a) He will not use, cause or permit the unit to be used for other than commercial or professional office purposes as provided in this Declaration, nor will he cause or permit the unit to be used for a different purpose, subdivided, changed or altered without first having obtained the approval of the Board of Directors of Plaza Owners Association, Inc.

(b) That he will not use, permit or allow the unit or any part thereof to be used for an immoral, improper, offensive or unlawful purpose nor will he permit or allow any nuisance within the unit nor will he use, permit or allow the unit to be used in a manner which will be a source of annoyance or which in any way interferes with the peaceful possession, enjoyment and proper use of the property by the other unit owners.

(c) That he will not permit or allow the unit to be occupied by any persons whose occupancy has not received approval from the Board of Directors of Plaza Owners Association, Inc., nor will he sell or lease the unit without first obtaining the consent

of such Board of Directors in accordance with the provisions hereinafter contained restricting the transfer of units.

(d) That he will supply to the Board of Directors the information relating to an occupant or occupants of a unit as may be necessary to enable the Board of Directors to make an informed determination as to his desirability as an approved occupant. The information supplied shall include but not be limited to: former addresses, business and social references, financial status.

(e) That he will furnish a copy of any mortgage or other instrument creating a lien on his unit to the Board of Directors.

B. A unit owner other than declarant intending to make a transfer, sale or lease of the unit or any part thereof, or interest therein, shall give notice to the Board of Directors of Plaza Owners Association, Inc. of such intention. He shall furnish at that time, for the information of the Board, the name and address of the intended grantee or lessee and shall furnish a statement of all the terms of the transaction. He shall use the form, if any, supplied by the Board in order to supply the information required. Such notice, when given, shall, for a period of thirty (30) days, constitute an offer to sell or lease to any purchaser or lessee produced by the Board ready, willing and able to purchase or lease at the same price or rental as the owner's proposed transaction.

C. Upon receipt of the notice provided for in Paragraph 6B, the following procedure shall govern:

(a) If the Board of Directors of Plaza Owners Association, Inc. shall not, within fifteen (15) days from the date it receives such notice, identify to the unit owner in writing a prospective purchaser or lessee, the unit owner may withdraw the proposed transaction and the offer constituted by such notice shall terminate.

(b) If the unit owner shall not withdraw the proposed transaction, the offer constituted by such notice shall remain in effect for an additional fifteen (15) days.

(c) If, during such second fifteen (15) day period, the Board shall, by notice in writing, identify to the unit owner a

purchaser or lessee at the same price or rental as in the unit owner's proposed transaction, the Board shall proceed to complete the transaction of sale or lease with the purchaser or lessee identified by the Board, with the unit owner executing necessary documentation, and the consideration moving from the purchaser or lessee being paid to the unit owner.

(d) If during such second fifteen (15) day period, the Board shall not identify a purchaser as provided in Paragraph 6-B, the Purchaser or lessee proposed by the unit owner shall be considered to have been approved by the Board.

D. The provisions of this article shall not apply to the declarant or a bank, life insurance company or savings and loan association holding title to a unit or units as a result of foreclosure sales or deeds taken in lieu thereof. Such institutions may, if they so desire, submit the name of their purchaser or lessee to the Board for its information, but the approval of the Board to a sale or a lease by such institution shall in no event be required, nor shall the need therefore be implied from any such voluntary submission.

7. COMMON ELEMENTS.

A. General Common Elements - The general common elements consist of the entire condominium property, including all parts of the building other than the units, and including, without limitation, the following:

- (a) The land on which the building is erected;
- (b) All foundations, columns, beams, and supports;
- (c) All the exterior precast concrete walls of the building not including the finish or decorative portions thereof on the unit side of such walls; all precast concrete interior walls and partitions separating units from corridors, elevator shafts, stairs, or other mechanical equipment spaces, other than the finish or decorative portions thereof on the unit side of such walls, and partitions; all walls and partitions separating units; and all con-

crete floors and concrete ceilings;

(d) Roofs, halls, corridors, lobbies, stairs, stairways, elevator shafts, restrooms, equipment and service rooms and entrances to and exits from the building;

(e) The yards, gardens, recreational or community facilities, mail rooms, vaults, and other areas used in connection therewith, parking, driveway and trash enclosure areas, and storage spaces;

(f) All space devoted to the use of persons employed in connection with the operation of the condominium property;

(g) All central and appurtenant installations for services such as power, light, telephone, gas, hot and cold water, heat, refrigeration, air conditioning, (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas or in units), and all other mechanical equipment spaces;

(h) All elevators, tanks, pumps, motor, fans, compressors, and control equipment;

(i) All sewer pipes;

(j) All landscaping;

(k) All other parts of the condominium property and all apparatus and installations existing in the building or on the property for common use or necessary or convenient to the existence, maintenance, or safety of the condominium; and

(l) The common elements shall not be increased by such area as shall, in any re-subdivision of a unit, within the unit being re-subdivided, become hallway.

B. Limited Common Elements - Limited common elements shall consist of any unit area converted to a hallway such as would be a general common element, but which is used by one or more but less than all units.

8. ENCROACHMENTS. If any portion of the common elements shall encroach upon any unit, or if any unit shall encroach upon

any other unit or upon any portion of the common elements as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the building, any unit, or any adjoining common element, shall be partially or totally destroyed as result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment of a part of the common elements upon any unit or of any unit upon any other unit or upon any part of the common elements shall be permitted, and a valid easement for such encroachments and for its maintenance shall exist so long as the building stands.

9. COMMON ELEMENTS INSIDE UNITS. The Board of Directors of Plaza Owners Association, Inc. a Wyoming Corporation, as elected by the unit owners pursuant to the By-Laws of the association, shall have a right of access to each unit to inspect all pipes, wires, ducts, cables, conduits, public utility lines, and other common elements located within any of the units, to remove violations therefrom, and to maintain, repair, or replace such common elements and common elements located elsewhere in the building.

10. PLAZA OWNERS ASSOCIATION, INC. Upon the conveyance of any unit to a purchaser thereof, such purchaser shall become the owner, also, of that number of shares of the capital stock of Plaza Owners Association, Inc., a corporation incorporated under the Non-Profit Corporation Act of the State of Wyoming, which shall equal the number of square feet of unit floor area purchased by him. Such shares shall entitle the unit owner to vote at all shareholders meeting of the association, and shall be transferred to the purchaser of a unit concurrently with the conveyance of the unit to such purchaser without other or separate consideration therefor. No such shares shall be transferred separate and apart from the transfer of a unit.

11. OPERATION AND MAINTENANCE ASSESSMENTS. Plaza Owners Association, Inc. shall be the sole instrumentality through which

the unit owners manage and maintain the condominium. To enable it to perform such functions, the Association shall have the power, to be exercised through appropriate corporate action, to assess each unit, on the basis of its square feet of floor area and on an annual or other basis as determined by the Association, such sum of money as the Association shall deem necessary to pay the cost of its performance of such functions.

(a) The payment of the assessment levied on each unit for the purposes above described shall be the personal obligation of the unit owner, and also, until paid, such assessment shall constitute a lien on the unit.

(b) The lien provided for in Paragraph 11(a) shall be junior to liens held on any unit by third parties, and may be enforced by the Association by the sale of the unit, this paragraph 11(b) constituting for such purpose the grant by each unit owner of a power of sale. The procedure to be followed to enforce such lien shall be the same as that provided by law for the foreclosure of mortgages containing a power of sale.

12. POWER OF ATTORNEY TO BOARD OF DIRECTORS. Each unit owner shall grant and by purchasing or contracting to purchase any unit does grant to the persons who shall from time to time constitute the Board of Directors of Plaza Owners Association, Inc. an irrevocable attorney-in-fact, coupled with an interest, such that the Association may acquire title to or lease any unit whose owner desires to surrender, sell, or lease the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the association or its designee, corporate or otherwise, on behalf of all unit owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto, or otherwise deal with any such unit so acquired or leased. Any unit so acquired, together with its accompanying interest in the common elements and shares of stock in the Association or in other condominium property appurtenant thereto shall be held by the Association or its designee, corporate or otherwise, on behalf of all unit owners, in proportion to their respective interests in the common elements.

13. PERSON TO RECEIVE SERVICE. James R. Shattuck of 4214 Greenridge, Cheyenne, Wyoming is hereby designated to receive service of process in any action which may be brought against the condominium.

14. UNITS SUBJECT TO DECLARATION, BY-LAWS, RULES, AND REGULATIONS. All present and future owners, tenants, and occupants of units shall be subject to, and shall comply with the provisions of this declaration, the By-Laws of Plaza Owners Association and rules and regulations adopted by its Board of Directors, as the same may be amended from time to time. The acceptance of a deed or conveyance of or the entering into a lease as lessee of, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such By-Laws, rules and regulations, as they may be amended from time to time, by such owners, tenant, or occupant. The provisions contained in such By-Laws, rules and regulations shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance, or lease thereof.

15. AMENDMENT OF DECLARATION. This declaration and the condominium map may be amended by the affirmative vote of at least 66-2/3% in number and interest in the common elements of all unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws of Plaza Owners Association, Inc.; provided, however, that any such amendment shall have been approved in writing by all mortgagees who are the holders of mortgages comprising first liens on units. No such amendment shall be effective until recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Laramie County, Wyoming.

16. RESERVATIONS TO DECLARANT. Declarant reserves the right to withhold from sale to third parties any unit, and as to any unit so withheld beyond December 31, 1985, declarant shall be considered to be an owner, subject to the provisions of this declaration and a shareholder of Plaza Owners Association, Inc.

17. TERMINATION OF CONDOMINIUM. The condominium hereby declared may be terminated by the affirmative vote of eighty percent (80%) in number and interest in the common elements of all unit owners, cast in person or by proxy at a meeting of Plaza Owners Association, Inc. duly held in accordance with the provisions of the By-Laws of the Association. Upon termination by such action of the condominium hereby declared, the officers of Plaza Owners Association, Inc. shall execute and record an appropriate declaration of such termination in the office of the County Clerk and Ex-Officio Register of Deeds of Laramie County, Wyoming, and upon such recording the condominium shall be terminated.

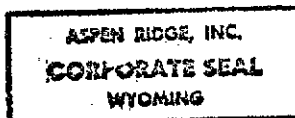
18. INVALIDITY. The invalidity of any provision of this declaration shall not affect in any manner the validity or enforceability of the remainder of this declaration, and the other provisions of this declaration shall continue in effect as if such invalid provision had never been included herein.

19. WAIVER. No provision contained in the declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.


20. SAMPLE DEED. There is attached hereto as Exhibit "A" a sample deed to be followed in making conveyance of units, both by declarant and successor owners.


IN WITNESS WHEREOF, Aspen Ridge, Inc. has caused this declaration to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 2 day of June, 1983.

ASPEN RIDGE, INC.



ATTEST:


Secretary


President
Declarant

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by
James R. Shattuck this 2 day of June, 1983.

Witness my hand and official seal.

Pete Ann Kaushin

My Commission Expires: 4-3-84

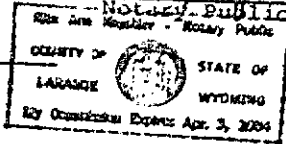


EXHIBIT "A"

CONDOMINIUM WARRANTY DEED

This deed made _____, 19____, is between Aspen Ridge, Inc., a Wyoming corporation, hereinafter called the "Grantor", and _____, hereinafter called "Grantee".

The Grantor, for and in consideration of the sum of ten dollars and other good and valuable consideration to it in hand paid by _____, the receipt of which is hereby acknowledged, hereby conveys and warrants to _____, his successors, heirs, legal representatives, and assigns forever, the following described property:

Unit _____ in Aspen Ridge Professional Plaza, a Condominium, hereinafter called the Condominium, according to a Declaration of Condominium dated June _____, 1983, and recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Laramie County, Wyoming; together with an undivided _____ interest in the common elements declared in the Declaration of Condominium to be appurtenant to such unit.

The Grantee, by acceptance of this deed, hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, provisions, and conditions set forth in such Declaration of Condominium, and the By-Laws of Plaza Owners Association, Inc., a Wyoming non-profit corporation.

This conveyance is made subject to the following:

1. Real estate taxes for the year _____ and subsequent years;
2. Applicable zoning regulations and ordinances;
3. All of the terms, provisions, conditions, rights, privileges, obligations, easements, and liens set forth in this Declaration of Condominium, and the By-Laws of Plaza Owners Association, Inc.

4. Such covenants, conditions, restrictions, and easements of record, if any, which may now affect the above described property; and

5. All facts which may be shown by an accurate survey of the above described property.

IN WITNESS WHEREOF the Grantor has executed this deed the date first above written.

GRANTOR

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by

this _____ day of _____, 19__.

Witness my hand and official seal.

Notary Public

My Commission Expires: