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**CORRECTIVE CONDOMINIUM  
DECLARATION AND  
MASTER DEED**

DECLARATION AND MASTER DEED dated this 3<sup>rd</sup> day of March, 2003, Christopher Lujan, a single man, and Mike Meizinger, a single man, Grantors.

Grantors hereby correct the Condominium Declaration filed on December 18, 2000 at Book 1573, Pages 938-944 for the 5802 Bourne Place Condominiums (the "Project") as follows:

**SECTION ONE  
OWNERSHIP AND DESCRIPTION OF PROPERTY**

Grantors own, as tenants in common, undivided interests in the following described real property situated in Cheyenne, Wyoming, commonly known as 5802 Bourne Place and more particularly described as follows:

South one-half (S1/2) of Lot Two (2) and all of Lot Three (3), Block Two (2), Bourne Subdivision, a subdivision of Tracts Fourteen (14) and Seventeen (17), Airport Valley Tracts, located in Section Nineteen (S19), Township Fourteen North (Twsp. 14N), Range Sixty-Six West (R66W) of the Sixth Principal meridian (6<sup>th</sup> P.M.), Laramie County, Wyoming.

Such property consists of a housing structure comprised of two (2) separate residential units and limited and general common areas as described herein.

**SECTION TWO  
DESCRIPTION OF CONDOMINIUM UNITS**

Parcel A, Unit A, consisting of the Upper Level apartment of approximately 1379.96 square feet of interior living space and covered porch, rear porch and stairs and the furnace area in the garage of approximately 34 square feet, excepting the following:

- (a) Any portion of the limited or general common areas lying within the Unit;
- (b) Easements through the Unit, appurtenant to the common area and Unit B, for maintenance of the common area and Unit B; and
- (c) Easements appurtenant to the limited and general common areas and all other units, for encroachment resulting from settling, or other cause except the willful acts of the Unit owners.

Parcel A, Unit B, consisting of the Garden Level apartment of approximately 775.96 square feet of interior living space, covered porch and stairs, excepting the following:

- (a) Any portion of the limited or general common areas lying within the Unit;
- (b) Easements through the Unit, appurtenant to the common area and Unit A, for maintenance of the common area and Unit A; and
- (c) Easements appurtenant to the limited and general common areas Unit A, for encroachment resulting from settling, or other cause, except the willful acts of the Unit owners.

Parcel B, Unit A, consisting of the southern-most garage area of approximately 160 square feet, excepting the following:

- (a) Any portion of the limited or general common areas lying within the Unit;
- (b) Easements through the Unit, appurtenant to the common area and Parcel B, Unit B, for maintenance of the common area and Unit B;
- (c) Easements appurtenant to the limited and general common areas and Unit B, for encroachment resulting from settling, or other cause, except the willful acts of the Unit owners; and
- (d) The shop area of approximately 116 square feet which shall be limited common area.

Parcel B, Unit B, consisting of the northern-most garage area of approximately 160 square feet, excepting the following:

- (a) Any portion of the limited or general common areas lying within the Unit;
- (b) Easements through the Unit, appurtenant to the common area and Parcel B, Unit B, for maintenance of the common area and Unit B; and
- (c) Easements appurtenant to the limited and general common areas and Unit B, for encroachment resulting from settling, or other cause, except the willful acts of the Unit owners; and
- (d) The storage area of approximately 106 square feet which shall be limited common area.



The Project consists of a basement and ground floor as separate residential Units with each Unit having its own exits to the limited and general common areas and limited and general common areas located on the above-described property. Each Unit and an undivided interest in the limited and general common areas necessary for their adequate use and enjoyment of their Unit are to be titled and owned separately by one or more owners, each owner obtaining a particular and exclusive property right thereto, all of the above in accordance with W. S. §34-20-101, *et seq.*

### SECTION THREE ALLOCATION OF AREAS

The project has a total building area of 1,379.96 square feet and limited and general common areas of 10,946.04 square feet.

### SECTION FOUR DESCRIPTION OF COMMON AREAS

The limited common areas are as follows:

- a. The common walkways providing access to both Units.
- b. The plumbing network throughout the project;
- c. The electric and telephone wiring network throughout the project;
- d. The necessary public light, telephone, and water connections; and
- e. The building foundation, roof, patio and exterior walls of the building.

The general common area is the parcel of land described in Section One of this deed, less the building area and the limited common areas.

### SECTION FIVE COMMON AREA OWNERSHIP

The general and limited common areas shall remain undivided, and no owner shall bring any action for partition or division.

### SECTION SIX UNDIVIDED INTERESTS

The percentage of the undivided interest in the general and limited common areas shall be: Unit A: 60 % and Unit B: 40 % as established by appraisal of the two Units as separate properties. Such percentage shall not be changed except with the unanimous consent of all of the owners expressed in a recorded amendment to this deed. The undivided interest in the general and limited common areas and facilities shall not be separated from the unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

SECTION SEVEN  
RECORDATION; VALUATION

For the purpose of the recording fees to be imposed on the recordation of this deed in the Book of Deeds, the value of the Project is distributed as follows:

(a) Parcel of land described in Section One is valued at Eighteen Thousand Dollars (\$18,000.00).

(b) The project described in Sections Two, Three and Four is valued at One Hundred Twenty Thousand Dollars (\$120,000.00).

SECTION EIGHT  
PLAN OF OWNERSHIP

As appears above, a plan of condominium ownership is constituted under and subject to the provisions of W. S. §34-20-101, *et seq* so that the Units may be conveyed and recorded as individual properties capable of independent use, each having its own exit to a common area of the project, and each Unit owner having an exclusive and particular right over the respective Unit and, in addition, the specified undivided interest in the general and restricted common areas.

SECTION NINE  
COVENANT OF GRANTORS

So long as Grantors or either of them owns one or more of the Units they shall be subject to the provisions of this Declaration and Deed.

SECTION TEN  
TITLE AND INTEREST OF OWNERS

The title and interest of the owner of each Unit in the general and limited common areas listed in Section Six, and their proportionate share of the common expenses of the Project, including taxes and insurance, the water bill and the costs of maintenance and repair of the general and limited common areas are based on the proportionate value of each Unit to the total value of all Units as follows:

Unit A: Sixty percent (60%) based on its appraised value as of the date hereof, such value being Eighty-Three Thousand Dollars (\$83,000.00) for this Unit and the total appraised value of One Hundred Thirty-Eight Thousand Five Hundred Dollars (\$138,500.00) for all units.

Unit B: Forty percent (40%) based on its appraised value as of the date hereof, such value being Fifty-Five Thousand Five Hundred Dollars (\$55,500.00) for this Unit and the total appraised value of One Hundred Thirty-Eight Thousand Five Hundred Dollars (\$138,500.00) for all units.

SECTION ELEVEN  
RATIFICATION OF MASTER DEED; RESTRICTION ON USE

All present or future owners, tenants or future tenants, or any other person that might use the facilities of the Project in any manner, are subject to the provisions of this Deed; and the mere acquisition or rental of any of the Units of the Project or the mere act of occupancy of any of the Units shall signify that the provisions of this Deed are accepted and ratified.

The respective Units shall not be rented by the owners for transient, hotel or bed and breakfast purposes, which shall be defined as (a) rental for any period less than 30 days; or (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective Units shall have the absolute right to lease the Unit, provided that the lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the bylaws and regulatory agreement attached.

#### SECTION TWELVE ADMINISTRATION OF PROJECT

The administration of the Project shall be in accordance with the provisions of this Deed.

#### SECTION THIRTEEN RULES AND REGULATIONS

Each owner shall comply with the provisions of this Deed and the Bylaws, decisions, and resolutions of the association of owners, known as the 5802 Bourne Place Condominium Association or its representatives, and the regulatory agreement, as lawfully amended from time to time; and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due, attorneys fees and costs, damages and/or injunctive relief. The Association shall immediately following the recordation of this Deed and Declaration, file Articles of incorporation as a not for profit corporation, adopt By-Laws and conduct its initial meeting. The By-Laws of the Association corporation shall provide that each Unit owner shall have one (1) vote of equal weight which the owner may cast on any resolution to come before a regular or special meeting of the corporation.

#### SECTION FOURTEEN CONTRIBUTION TO COMMON EXPENSES

No owner of a Unit may exempt such owner from liability for contribution toward the common expenses by waiver of the use or enjoyment of any of the general and limited common areas or by the abandonment of the Unit.

#### SECTION FIFTEEN REPAIR OF PROPERTY

If the property subject to the plan of condominium ownership is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the

property shall be as provided by an agreement approved by more than fifty percent (50%) of the votes.

**SECTION SIXTEEN  
ASSESSMENTS; LIABILITY OF MORTGAGEE**

Where a mortgagee or other purchaser of a Unit obtains title by reason of foreclosure of a mortgage encumbering a Unit, such acquirer of title, and successors or assigns, shall be liable for any and all past due and current assessments by the Association, it being understood that the Association may file and claim liens for such assessments and enforce them as provided by law, and that such assessment liens shall have priority over any such mortgage.

**SECTION SEVENTEEN  
ASSESSMENTS; LIABILITY OF SUBSEQUENT GRANTEE**

In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association for the Grantor's share of the common expenses up to the time of the grant or conveyance without prejudice to grantee's rights to recover from Grantor the amounts paid by grantee for such assessments. However, any such grantee shall be entitled to a statement from the manager or board of directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against Grantor due the Association, and such grantee shall not be liable for, nor shall the Unit conveyed be subject of lien for, any unpaid assessments made by the Association against the Grantor in excess of the amount set forth in the statement.

**SECTION EIGHTEEN  
PROPERTY INSURANCE**

The board of directors of the Association or the management agent, or manager, shall obtain and continue in effect property and casualty insurance in forms and amounts satisfactory to mortgagees holding first mortgages covering the Units but without prejudice to the right of the owner of a Unit to obtain individual insurance. Any such insurance shall not be underwritten or carried by State Farm Insurance Company.

**SECTION NINETEEN  
INSURANCE PREMIUMS**

The insurance premium for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association; and such payments shall be held in a separate account of the Association and used solely for the payment of the blanket property insurance premiums as they become due.

**SECTION TWENTY  
REVOCATION OR AMENDMENT OF PLAN**

The dedication of the property of the plan of ownership shall not be revoked, or the property removed from the plan of ownership, or any of the provisions herein amended, unless all of the owners, and the holders/servicers of all the mortgages

