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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

DECLARATION *OF THE BURTON FLATS CONDOMINIUMS*

JFL Land Company, a Wyoming limited liability company, and its successors or assigns (herein collectively "Declarant"), by this Declaration, and all future owners of the Units by their acceptance of individual deeds, covenant and declare and agree, all pursuant to "Condominium Ownership Act" Wyo. Stat. §34-20-102 through §34-20-104, to the following plan of common ownership:

1. Ownership of Property. Declarant owns certain real property described as:

> 1300 and 1290 Burton Street, Sheridan, Wyoming 82801, located within Lots 1-14, Block One and Lots 1-14, Block Two, Highland Park 2nd Addition Located in the N.E. ¼ N.E. ¼ of Section 28, Township 56 North, Range 84 West, of the 6th Principal Meridian, Sheridan County, Wyoming, as the same has been separated into condominium units described below, and together with all Improvements thereon and appurtenances thereto.

2. Description of Property. Declarant has improved the former Highland Park Elementary building (hereinafter referred to as "Building") into fourteen (14) separate Condominium Units, Garage Units, Limited Common Areas and General Common Areas situated therein, as described and set forth on that certain Condominium Plat of Burton Flats Condominium initially filed and recorded in the office of the Clerk and Recorder for Sheridan County, Wyoming on February 26, 2019, in Drawer No. 1, Plate No. 28, Instrument No. 2019-748355.

3. Allocation of Areas - Individual Units, Garage Units, Limited Common Elements and General Common Areas. Declarant, in order to establish a plan of condominium ownership for the Property and improvements thereon, hereby covenants that it divides, with the Condo Plat and this Declaration, the Property into the following separate freehold estates:

A. *Units and Garage Units* - The fourteen (14) separately-designated and legally described fee simple estates, consisting of the spaces and areas contained within the perimeter walls of each Unit and Garage Unit (collectively referred to as "Units") designated on the Condo Plat from the interior side of all boundary walls of the Unit

upon which the interior sheetrock is affixed and all airspace within which is defined and referred generally to as the "Units" and individually as Units A, C, D, E, F, G and H and Garage Units A, C, D, E, F, G and H located at 1300 Burton Street, Sheridan, Wyoming and Units A through G and Garage Units A through G located at 1290 Burton Street, Sheridan, Wyoming all as described and shown on the Condo Plat. Units A, C, D, E, F, G and H located at 1300 Burton Street and Units A through G located at 1290 Burton Street, Sheridan, Wyoming are designated as residential use and Garage Units A, C, D, E, F, G and H located at 1300 Burton Street and Units A through G located at 1290 Burton Street, Sheridan are designated as garages for use by the residential units.

B. *Limited Common Area* – The fourteen (14) Units consist of an outside Limited Common Area all as described and shown on the Condo Plat and labeled as "Limited Common Element". All such limited common element areas shall be for the exclusive use by only those Unit owners. Each limited common element area shall be maintained by the Unit owner.

C. *General Common Area* - A fee simple general common area estate consisting of all portions of the Property labeled as "Proposed Paved Surface", "Proposed Concrete Surface", and "General Common Element" areas or not otherwise specifically designated as an individual "Unit", "Garage Unit" or "Limited Common Element" areas on the Condo Plat, which definition includes but is not limited to all structural elements of the Building, the land upon which the Building is located, and specifically includes, but is not limited to: the land, roof, exterior walls and columns, facade and fixtures affixed to the exterior of the building, foundation, exterior surface of the windows and glazing; all common circulation ways (e.g., sidewalks, landscaping, and driveways), storage areas and units not designated as limited areas, and mechanical room, community facilities, equipment and infrastructure, all utilities not within a Unit including all electrical wires, plumbing pipes, conduits, ducts, mechanical equipment, public utility lines, and all other components of the building generally used for more than one Unit and/or not located within the airspace of the individual Units, Garage Units and Limited Common Areas.

Discrepancy. The owners of the individual Units agree that in the event there is any discrepancy in the locations of any Unit's space set out on the Condo Plat and the actual physical location thereof, the physical location shall supersede the Condo Plat's description of locations. If the structure is partially or totally destroyed and then rebuilt, the owners of Units agree that minor encroachment of parts of the Unit areas and facilities due to construction shall be permitted and that valid easement for such encroachment and its maintenance shall exist.

4. Description of Units and Common Areas.

A. *Separate Ownership of Individual Unit, Garage Unit and Limited Common Element.* The individual Units, Garage Units and Limited Common Areas, as established herein, shall be individually conveyed as described and shown on the Condo Plat, the Declaration and as described herein.

B. *Undivided Interest in General Common Area.* An equal undivided interest in all general common areas and facilities as established herein and which shall be conveyed together with each individual Unit and Garage Unit, is as follows: Appurtenant undivided interest consisting of a share equal to One-Fourteenth (1/14th), unless otherwise expanded by the Association.

5. General Common Areas and Facilities. All General 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.

6. Undivided Interests in General Common Areas. The undivided interest in the General Common Areas, established and to be conveyed with the respective individual Units, cannot be changed, and Declarant, its successors and assigns, and grantees, covenant that the undivided interests in the General Common Areas and Facilities, and the fee title to the respective individual Units conveyed with the same, shall not be separated or separately conveyed, and each undivided interest in the General Common Areas shall be deemed to be conveyed or encumbered with its respective individual Unit space, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the individual space.

7. Plan of Ownership. Declarant establishes herein a plan for the individual ownership of the estates consisting of the area or space contained in each of the individual Condo Units, Garage Units and Limited Common Areas, and the co-ownership and shared use by the individual and separate owners, as tenants in common, of all the remaining real property defined and referred to as the General Common Areas, as set forth herein, the Condo Plat and in the Bylaws of the Association.

For the purpose of this Declaration, the ownership of each individual Unit space shall include the respective owner's undivided interest in the General Common Areas and Facilities specified and established in this instrument, and each space together with the undivided interest is defined as a "Unit."

The owners of the respective individual "Units" and "Garage Units" shall be deemed to own the interior airspace of the condo and garage, from the interior facing of the exterior walls contained within their respective Unit spaces, and also shall be deemed to own the inner decorated or finished surfaces of the perimeter sheet-rocked walls, finished flooring, and ceiling finish attached to the bottom of the roof system (bottom of joists), including sheetrock, plaster, paint, finish flooring and the like. The owners of the respective individual Units shall not be deemed to own the exterior walls, the perimeter wall framing, the subfloors, and ceilings surrounding the respective Unit spaces, nor shall owners be deemed to own pipes, wires, conduits, or other public or shared utility lines running through the respective spaces that are used for, or serve, more than one space, except as tenants in common, as provided above in this Section.

8. Title and Interest of Grantees. The proportionate shares of the separate owners of the respective Units in the profits and common expenses of the common areas and facilities, as well as their proportionate representation for voting purposes in the Association by the owners, is based on one (1) equal share and one (1) equal vote for each Unit.

9. Covenants, Conditions and Restriction on Use of Units and Common Areas. The Units, Garage Units and Limited Common Areas shall be occupied and used by the respective owners only for the uses permitted by the Association, which initially are established as:

A. Units shall be primarily residential uses (with permitted home offices mixed with the residential use thereof). All uses must be compatible with the other Units adjacent to it.

B. Garage Units shall be used in conjunction with and for the Units for residential use. The Garage Units are for parking and storing vehicles and other belongings as determined by the Unit owner.
C. Limited Common Areas for Units A, C, E and G located at 1300 Burton Street, Sheridan, Wyoming shall be used for parking and outside yard space and shall be maintained by the Unit owner. Limited Common Areas for Units D, F and H located at 1300 Burton Street, Sheridan, Wyoming and Limited Common Areas for Units A through G located at 1290 Burton Street, Sheridan, Wyoming shall be used for yard space only and shall be maintained by the Unit owner.

Units may be used for such purposes by the owner, and family, tenants, and guests and invitees of the owner, and for no other purpose. Other than the foregoing obligations, the owner of a respective Unit shall have the right to lease the Unit provided the lease is made subject to the covenants and restrictions contained in this Declaration and binds the tenant to the same plan of use herein and as restricted by the Association.

The Association, by and through its Board of Directors, shall have the authority to designate additional rules and regulations for the common plan of use. The Owners shall comply with the following rules at a minimum:

A. *No Nuisance.* No owner shall cause any nuisance to the other owners in the building, including but not limited to: shall not cause any noise nuisance to neighbors, nor use any Unit or common areas in a manner that unreasonably interferes with others' enjoyment of the Unit and common areas. No owner shall allow anything to be left in the common areas or limited common areas which blocks or impedes other owners' use.

B. *Damage.* Any damage caused by an owner or their guests to the common areas shall be repaired by the owner at the owner's cost. Any damage to any windows or glass of a unit shall be replaced by the owner, at the owner's expense and not the Association.

C. *Signage.* No owner shall place any sign anywhere on the Units, Garage Units or Common Areas visible to others without the prior written approval of the Board of the Association. However, for sale signs are permitted, but the size requirements shall be at the discretion of the Board of Directors.

D. *Exterior/Common Areas.* No owner shall mount, place, install, or otherwise cause to be modified the exterior, roof or walls of the Units or the Garage Units or any interior hallway or other portion of the common area, without the prior written approval of the Board of the Association. No structural, plumbing or electrical changes within the Units or Garage Units may be made without prior written approval of the Board of the Association. Storage of any kind is expressly prohibited on or in any Common Areas unless the area is expressly designated for such purposes.

E. *Landscaping.* Any sod or other property damaged through neglect or abuse shall be replaced at the expense of the Unit Owner who is responsible. Unit Owners are not permitted to alter, change or add to the landscaping of the Common Property. Unit Owners are responsible for debris shown or placed on the grounds or damage to landscaping.

F. *Seasonal Decorations.* Seasonal decorations shall not be installed any earlier than one (1) month before the holiday and must be removed no later than one (1) month after the date of the holiday. No outdoor decorations are permitted except for decorations which can be placed on a Unit's door. Any damage caused by the hanging of decorations shall be repaired by the Unit Owner responsible or the cost of repair will be charged to the Unit Owner by the Board of the Association. No decorations which create a safety hazard will be permitted.

G. *Antennas.* No antennas or TV receiver/dish of any kind may be attached or mounted to any portion of the property without the written authorization of the Board of the Association.

H. *Garbage.* All garbage must be placed in durable plastic bags and secured tightly. Large items of refuse, such as boxes and furniture, must be hauled away and not stored outside until discarded. No paints, liquids or combustible materials may be placed in the garbage receptacles. Each unit will have its own garbage receptacle assigned from the City of Sheridan. The receptacles shall remain in the garage or allowed storage area, as determined by the Board of the Association, until the evening before the garbage collection day. The receptacles will be placed

at the designated area and shall be returned back to the garage or storage area within twenty-four (24) hours of being emptied.

J. *Pets.* No owner shall allow pets in the Unit, Garage Unit, Limited Common Areas or General Common Areas which are not kept under control and kept quiet. Residents are limited to one (1) dog or one (1) cat with no other pets allowed. Any pet which creates a nuisance or unreasonable disturbance or causes damage to any Common Area may be permanently removed from the property upon three (3) days notice by the Board of the Association.

K. *No Smoking.* The Building and all portions thereof and the Limited Common Areas shall be smoke free, including, but not limited to cigarettes, e-cigarettes, vape pens, juul and cigars. No owner, occupant or guest/invitee shall smoke inside the Building or in any Limited Common Areas in any manner that is detectable in any adjacent General Common Area or adjacent unit.

L. *Parking.* It is agreed that each residential Condo Unit shall have one Garage Unit and each Unit owner will refrain from parking vehicles in any other location than in the Garage Unit, with the exception of Units A, C, E and G located at 1300 Burton Street, Sheridan, Wyoming, which have Limited Common Areas that allow for one additional parking space. All other parking for Unit owners, their guests and invitees shall be restricted to street side parking on the public streets.

M. *Garages.* Except when entered and exiting the garages, garage doors must be kept closed. No exterior alterations may be made to garage doors. Car engines must not be left running in garages. Car washing, repairs, oil changes or maintenance of any motor vehicles is prohibited if completed outside of the garages.

10. Additional Rules and Regulations. The owners of the Units agree that the administration of the condominium shall be in accordance with the provisions of this Declaration and the Association's authorized acts in its Bylaws that have been adopted by Declarant and as may be hereafter amended to address any concerns or issues that arise after the date hereof in the shared use of the Building and General Common Areas. Each owner, tenant, or occupant of a Unit shall comply with and be bound by the provisions of this Declaration, the Bylaws, as may be amended, and by such additional decisions, rules and resolutions of the Association or

its representative, as adopted from time to time by the Association. Failure to comply with any such provisions, decisions, or resolutions, shall be grounds for action to recover sums due for common expenses, damages, costs for enforcement, including costs and attorney's fees, or to seek injunctive relief.

11. Administration of Association. An owner of a "Unit," on becoming the owner of a Unit, shall automatically be a member of the Burton Flats Condominium Owners Association, which shall be initially organized as nonprofit corporation under the laws of the State of Wyoming (the "Association"), and each owner 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 made by the Association in accordance with the voting percentages established in the Association's Articles of Incorporation and its Bylaws, copies of which are incorporated herein by reference, shall be deemed to be binding on all owners of individual Units, their successors and assigns.

12. Contribution to Common Expenses -Assessment of Dues. The Association shall meet at least annually, and at such other times as may be convenient, and among other business that may come before it, it shall establish for each calendar year:

A. Costs for City of Sheridan water, sewer, and garbage collection for all fourteen (14) Units to be divided evenly amongst all fourteen (14) Units.
B. Costs for all General Common Areas, including landscaping, snow removal, cleaning, maintenance, repair, replacement, improvements and the like of all common areas used by all fourteen (14) Units. The use of the Building and adjacent access, in accord with the Association's budget therefore, including specific dates that a proportionate share of such costs is due and payable by each Unit. Costs for General Common Areas shall not include each cost for the repair and maintenance of the mechanical, plumbing and electrical located within the Unit which shall be the responsibility of the individual Unit owner.
C. Annual or other periodic assessment for payment/contribution of each Unit owner toward common expenses, including common area taxes and insurance and future maintenance, alterations or improvements, or reserved therefore.

D. Determine the amount, premium cost and carrier of insurance coverage for casualty loss to any or all of all common area.
E. Determine and act upon the need for rules, regulations and the like to govern the use of the condominiums and common areas.
F. Election of officers and the Board, as set forth in the Bylaws; and
G. Such other matters as may be necessary or convenient for the Association to consider.

The Association shall assess all fourteen (14) Units for the common costs of all General Common Areas, including property tax, insurance, maintenance, repairs, cleaning and improvement of the General Common Areas used by the residential units. The Association shall have the power to impose and enforce liens against each Unit for unpaid assessments.

All Units shall be equally assessed.

The initial assessment to be imposed upon Owners for taxes, insurance, maintenance and repairs for the General Common Area is not yet set but the budget is anticipated to require a per-Unit assessment of approximately $250.00 per month per Unit for the first year until actual costs are confirmed, or in such other amount as the Association deems necessary thereafter to pay common area charges, which will include but not be limited to: maintenance and care used by the Units, respectively, and for all Units for snow removal, insurance, real estate taxes, common utilities, general maintenance/repairs/reserves, and the other costs for the General Common Area. Payment of monthly assessments shall be paid in such increments (monthly, quarterly, semi-annually or annually) as the Association may, from time to time, determine appropriate. The monthly assessment to be imposed upon the Owners of each Unit shall commence after the first Unit has been sold.

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 common areas and facilities or by the abandonment of the Unit.

13. Assessment Liens. All sums assessed by the Association but unpaid for the common expenses chargeable to any Unit shall constitute a lien on such Unit prior to all other liens except only: (i) tax liens on the Unit in favor of any assessing Unit and special district; and (ii) all sums unpaid on the first mortgage of record, to which this lien right is subordinated. Such lien may be foreclosed by suit by the Directors of the Association, acting on behalf of the owners of the Units, in like manner as

a mortgagee of real property. The plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect rent, if any. The officers, acting on behalf of the owners of the Units, shall have power 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 unpaid expenses. The defending Unit owner shall be liable for and pay all of the Association's attorney fees and costs.

14. Assessments; Liability of Mortgagee. Where the mortgagee of a first mortgage of record or other purchaser of a Unit obtains a title to the Unit as a result of foreclosure of the first mortgage, such acquirer of title, and successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Unit that became due prior to the acquisition of the Unit by the acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from owners of all of the Units, including the acquirer, and successors and assigns.

15. Assessments; Liability of Subsequent Grantee. In a voluntary conveyance of a Unit, grantee of the Unit shall be jointly and severally liable for all unpaid assessments by the Association against the Unit for the Unit's share of the common expenses up to the time of the grant or conveyance. Any such Grantee shall be entitled to a statement from the officers of the Association, setting forth the amount of the unpaid assessments against the Unit to the Association.

16. Property Insurance. The Association shall obtain and continue in effect property insurance on all General Common Areas in forms and amounts (1) satisfactory to mortgagees holding first mortgages covering Units but without prejudice to the right of the owner of a Unit to obtain individual Unit insurance, or (2) in such amounts and in such forms as required by the Association, or (3) the maximum insurable amount pursuant to the company affording the coverage. Insurance premiums for any common area insurance coverage shall be a common expense to be paid by assessments levied by the Association, and such payments shall be held in a reserve fund of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

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17. Annexation, Revocation or Amendment of Declaration.

Declarant intends to develop the remaining portions of the Building to add additional Condo Units, Garage Units, Limited Common Areas and General Common Areas. Declarant will file of record a supplementary Declaration of The Burton Flats Condominiums which shall extend the scheme of the covenants, conditions, restrictions, reservations, and other provisions set for in this Declaration to such property, provided, however, that such supplementary declaration may contain such complementary additions and modifications of the covenants, conditions, restrictions, reservations, and other provisions set forth in this Declaration as may be necessary to reflect the different character, if any of the added property so long as they are not inconsistent with the concept and scheme of this Declaration. In the event that Declarant desires to annex additional portions of the Building to the scheme of this Declaration or amend these Declarations, Declarant shall be permitted to do so without the consent of the other Condo Unit as long as Declarant still owns at least four (4) Condo Units. Thereafter, this Declaration shall not be amended without the prior written approval of not less than Seventy-Five Percent (75%) of the Units and of the Declarant, or its assignee, to such amendment by recorded instruments.

This Declaration is made effective the 16TH day of JULY, 2019.

JFL Land Company, LLC:

Jim Bede, Member and Manager

Lynnet Bede, Member and Manager

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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

STATE OF WYOMIING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Jim Bede and Lynnet Bede, Members and Managers of JFL Land Company, LLC, on this 16th day of July, 2019.

Witness my hand and official seal.

KEVIN K. KESSNER - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES FEBRUARY 24, 2022

Notary Public

My Commission expires: 2-24-22

CONSENT OF LENDER

Security State Bank, Mortgagee pursuant to mortgage recorded on June 28, 2019, Bk 1005, Pg 564 in the office of the Sheridan County Clerk, hereby consents to the foregoing Declaration of the Burton Flats Condominiums.

Dated this 16 day of July, 2019.

Security State Bank

By: Patrick Schilling

STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Patrick Schilling, this 16th day of July, 2019.

Witness my hand and official seal.

KEVIN K. KESSNER - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES FEBRUARY 24, 2022

Notary Public

My Commission expires: 2-24-22