

628858 DECLARATION  
BOOK 502 PAGE 0451  
RECORDED 12/22/2008 AT 04:20 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

## **Declaration of East Ridge Garages Condominiums, Phase I**

**East Ridge Industrial Park, L.L.C.**, of Sheridan County, Wyoming ("grantor"), its successors and assigns, by this declaration, and all future owners of the units, by their acceptance of individual deeds, covenant as follows:

### **SECTION ONE. DESCRIPTION OF PROJECT**

Grantor has improved and will improve the below described property by constructing on it an initial 10 unit structure known as East Ridge Garages Condominiums, Phase I, as described and set forth on that certain PLAT OF EAST RIDGE GARAGES CONDOMINIUMS, PHASE I as filed and recorded in the office of the Clerk and Recorder for Sheridan County, Wyoming on December 22, 2008 at Condominium Drawer number 1, pages 12. (hereinafter referred to as "Plat of East Ridge Garages Condominiums, Phase I")

### **SECTION TWO. OWNERSHIP OF PROPERTY**

Grantor owns certain real property described in this instrument, described as:

A tract of land in Lot 1 of Anderson Minor Subdivision No. 2, located in NW1/4SW1/4 Section 25, Township 56 North, Range 84 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming, being more particularly described as follows:

Beginning at a point located N00°34'49"E from the SE corner of said Lot 1, 320.66 feet; thence N89°23'05"W, 426.90 feet; thence N00°36'55"E, 138.02 feet; thence N89°23'05"W, 426.90 feet; thence N00°34'49"E, 143.90 feet to the point of beginning, said Phase I contains 1.40 acres more or less.

Being a part of:

Lot 1 of Anderson Minor Subdivision No. 2, Sheridan County, Wyoming.

### **SECTION THREE. RESERVATION BY GRANTOR**

The Grantor specifically reserves to itself, its successors and assigns all those portions of Lot 1, Anderson Minor Subdivision No. 2 above set out and not otherwise designated as individual units and/or common area as shown on the Plat of East Ridge Garages Condominiums, Phase I, as appears on that certain plat recorded and filed in the office of the Clerk and Recorder for Sheridan County, Wyoming on December 22, 2008 at Condominium Drawer 1, pages 12. Owners of respective units

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shall have no right, title or interest in and to those portions of the real property described on said plat not otherwise designated as individual units or common areas. Provided always that Grantor, although not obligated, may amend this declaration by the amendment of said plat for the purpose of further development of individual units and common area by adding lands for additional individual units and common areas to be subject to this declaration as may be amended.

#### **SECTION FOUR. RESERVATION OF EASEMENT**

Grantor reserves to itself, its successors and assigns an easement along, upon, under and across the ground surface of the common area of East Ridge Garages Condominiums, Phase 1, for ingress, egress, and access for and to Lot 1, Anderson Minor Subdivision No. 2 for vehicle and utility access from County Road 193/East Ridge Road, in particular, and such other access as may be necessary or convenient for Grantor's development and use of said lands not subject to said Plat.

#### **SECTION FIVE. ALLOCATION OF AREAS**

Grantor, in order to establish a plan of condominium ownership for the described property and improvements, covenants that it divides the real property into the following separate freehold estates:

**A. INDIVIDUAL UNITS:** The separately designated and legally described fee simple estates, consisting of the spaces or areas contained within the perimeter walls of each unit in the structures constructed on the described property, which spaces are defined and referred to as "individual units", as described on the Plat of East Ridge Garages Condominiums, Phase I.

**B. COMMON AREA:** A fee simple general common estate consisting of the remaining portion of the real property, described and referred to as the "common area and facilities," which definition includes the structures and the property on which it is located, and specifically includes, but is not limited to, the land, roof, main walls, slabs, halls, parking spaces, storage spaces, community facilities, pumps, water tank, trees, pavement, pipes, wires, conduits, and ducts, and other public utility lines, as shown on and limited to the Plat of East Ridge Garages Condominiums, Phase I.

The owners of the respective units agree that in the event there is any discrepancy in the locations of any unit spaces set out on the plat the physical locations shall supersede plat locations. If the structure is partially or totally destroyed and then rebuilt, the owners of unit spaces 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.

## **SECTION SIX. DESCRIPTION OF UNITS AND COMMON AREAS**

The individual unit spaces established, and which shall be individually conveyed, are described as follows:

Units 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H, 1J and 1K of the East Ridge Garages Condominiums, Phase I as appears on that certain plat recorded and filed in the office of the Clerk and Recorder for Sheridan County, Wyoming on December 22, 2008 at Condominium Drawer number 1, pages 12.

The undivided interest in the common areas and facilities established, and which shall be conveyed with each respective individual unit, is as follows: Appurtenant undivided interest consisting of a share equal to a fraction, the numerator of which is one (1) and the denominator of which is the number in individual unit spaces now or hereafter established by grantor.

## **SECTION SEVEN. 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. Provided however that the owners shall have the right of use for parking within their respective parking areas immediately contiguous to their units.

## **SECTION EIGHT. UNDIVIDED INTERESTS**

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

## **SECTION NINE. PLAN OF OWNERSHIP**

Grantor establishes a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the individual units in the structures, 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 individual space shall include the respective owner's undivided interest in the common areas and facilities specified and

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established in this instrument, and each space together with the undivided interest is defined and referred to as "individual unit."

The owners of the respective "individual units" shall not be deemed to own the undecorated surfaces of the perimeter walls, floors, and ceilings surrounding the respective spaces, nor shall owners be deemed to own pipes, wires, conduits, or other public 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 Seven. The owners, however, shall be deemed to own the walls and partitions that are contained in their respective "spaces," and also shall be deemed to own the inner decorated or finished surfaces of the perimeter walls, floors, and ceilings to the bottom of the roof system (bottom of joists), including plaster, paint, wallpaper, and the like.

#### **SECTION TEN. 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 of owners, is based on 1 (one) share or 1 (one) vote for each unit.

#### **SECTION ELEVEN. RESTRICTION ON USE**

The units shall be occupied and used by the respective owners only for uses allowed in the zone. Other than the foregoing obligations, the owner of a respective 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 and regulatory agreement as may be adopted by the association.

#### **SECTION TWELVE. ADMINISTRATION OF PROJECT - ASSOCIATION**

An owner of a "unit," on becoming the owner of a "unit or units," shall automatically be a member of East Ridge Garages Condominiums, Phase I Owners Association, which shall be an Unincorporated Association, (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 made by the association shall be deemed to be binding on all owners of individual units, their successors and assigns.

The association shall, no later than 30 days after 6 units are conveyed to grantees other than declarant, organize itself by meeting and electing a President, Vice-President, and Secretary/Treasurer. Each officer is to have and exercise the duties expected and convenient for such officer as if a corporate officer. All meetings shall be conducted in an orderly manner according to Robert's Rules of Order, as near as practicable, upon reasonable notice,

and upon call of the President or two (2) members. Such officers shall also establish dual signature bank deposit checking and reserve accounts at a bank or banks within Sheridan County, Wyoming, and act as an unincorporated nonprofit association pursuant to Wyoming Statutes § 17-22-101-115, as now in force and as may be amended from time to time.

### **SECTION THIRTEEN. RULES AND REGULATIONS**

The owners of units agree that the administration of the condominium shall be in accordance with the provisions of this declaration and those rules, regulations and bylaws that may be regularly adopted by a 2/3 majority of unit owners.

Each owner, tenant, or occupant of a unit shall comply with and be bound by the provisions of this declaration, the bylaws, decisions, and resolutions of the association or its representative, as adopted from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for action to recover sums due for common expenses, damages or to seek injunctive relief.

### **SECTION FOURTEEN. CONTRIBUTION TO COMMON EXPENSES**

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 shall establish for each calendar year:

- a) costs for maintenance, repair, replacement, improvements and the like of common areas, and a budget therefore, including specific dates costs are due and payable.
- b) 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, including specific dates when due and payable.
- c) determine the amount, premium cost and carrier of blanket insurance coverage for casualty loss to any or all units and the common area.
- d) determine and act upon the need for rules, regulations and the like to govern the use of the condominiums and common areas.
- e) election of officers.
- f) such other matters as may be necessary or convenient to consider.

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.

### **SECTION FIFTEEN. 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: (1) tax liens on the unit in favor of any assessing unit and special district; and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed by suit by the officers of the association,

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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.

#### **SECTION SIXTEEN. ASSESSMENTS; LIABILITY OF MORTGAGEE**

Where the mortgagee of a first mortgage of record or other purchaser of a unit obtains 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.

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

In a voluntary conveyance of a unit, 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 officers of 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 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 EIGHTEEN. BLANKET PROPERTY INSURANCE**

The officers of the association or the management or the agent or manager, shall obtain and continue in effect blanket property insurance 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.

#### SECTION NINETEEN. INSURANCE PREMIUMS

Insurance premiums for any blanket 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.

#### SECTION TWENTY. REVOCATION OR AMENDMENT

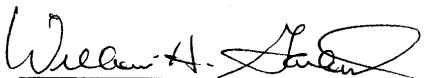
This declaration shall not be revoked or any of the provisions amended unless all of the owners and all of the mortgagees of units unanimously agree to such revocation or amendment by recorded instruments.

Provided always that until the date that  $\frac{2}{3}$  or 66 $\frac{2}{3}$ % of the individual units are sold, Grantor retains and reserves to itself and its successors the right to amend this declaration. Subject to Grantor's reservation of right to add lands and additional units to this condominium and amend this declaration accordingly.

#### SECTION TWENTY ONE.

BY ACCEPTING A DEED TO AN INDIVIDUAL UNIT THE OWNERS OF THE INDIVIDUAL UNITS COVENANT THAT UPON REQUEST OF GRANTOR SAID OWNERS WILL SIGN AND APPROVE A PLAT OF THE EAST RIDGE INDUSTRIAL PARK ADDITION, PHASE II, WHICH WILL INCLUDE THE LAND SUBJECT TO THIS DECLARATION AS LOT 3, EAST RIDGE INDUSTRIAL PARK ADDITION, PHASE II.

The grantor has executed this declaration this 18<sup>th</sup> of December, 2008.

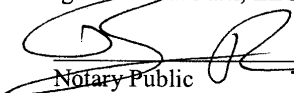
  
William H. Garland, Member/Manager

  
Donna Garland, Member/Manager

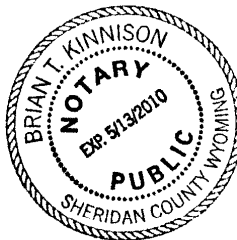
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STATE OF WYOMING     )  
                                      )ss  
COUNTY OF SHERIDAN    )

This instrument was acknowledged before me on 12-18, 2008 by  
William H. Garland as Member/Manager of East Ridge Industrial Park, LLC.


  
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Notary Public

My Commission Expires: 5-13-10

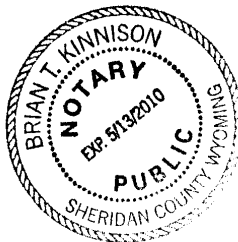


STATE OF WYOMING     )  
                                      )ss  
COUNTY OF SHERIDAN    )

This instrument was acknowledged before me on 12-18, 2008 by  
Donna Garland as Member/Manager of East Ridge Industrial Park, LLC.

  
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Notary Public

My Commission Expires: 5-13-10





CONSENT

Wells Fargo Bank, fka Sheridan State Bank, Mortgagee pursuant to mortgage recorded ~~February 23~~ June 20 and Nov. 24, 20 at Book ~~597~~ 710, page ~~636~~ 299, in the office of the Sheridan County Clerk, hereby consents to the foregoing Declaration of East Ridge Garages Condominiums, Phase I. Pg. 597

Dated this 18th day of December, 20 08.

Wells Fargo BANK

By: John W. Muecke

Its: SVP, BBM

STATE OF WYOMING )  
 )ss  
COUNTY OF SHERIDAN )

This instrument was acknowledged before me on 12-18, 20 08  
by John W. Muecke as SVP, BBM of  
Wells Fargo Bank

[Signature]  
Notary Public

My Commission Expires: 5-13-10

