



DECLARATION OF CONDOMINIUM OF THE *LANDMARK CONDOMINIUM*

Landmark 228, LLC, a Wyoming limited liability company (herein collectively the "Declarant"), their successors and assigns, by this Declaration (and all future owners of the Units by their acceptance of individual deeds) covenant and declare as follows, pursuant to "Condominium Ownership Act" (Wyo. Stat. §34-20-102 through §34-20-104):

SECTION 1. Ownership of Property. Declarant owns that Building constructed on that real property described as Lots 5 and 6, Block 21 of Palmer Addition to the City of Sheridan, Wyoming, with the shared access corridor on the adjacent Lot 4, together with all improvements thereon and appurtenances thereto (herein the "Property").

SECTION 2. Description of Property. The Property has improvements constructed upon it including the existing 10,000 square foot, more or less, Building within which Two (2) separate Units and upon which common areas are situated, all as described and shown on that LANDMARK CONDOMINIUM MAP recorded in the office of the Clerk and Recorder for Sheridan County, Wyoming, on even date herewith, in Drawer No. 1, Plat No. 51 (hereinafter the "Condo Map").

SECTION 3. Allocation of Areas – Individual Units and Common Areas; Definition. In order to establish a plan of condominium ownership for the described Property and improvements thereon (sometimes commonly and collectively referred to as the "Building"), Declarant hereby covenants that it divides the Property into the separate freehold estates, as follows:

- A. **Units** – are the two (2) separately designated and described fee simple estates, consisting of interior spaces and areas contained within the perimeter walls of each Unit in the existing building constructed on the Property – from the interior side of the framing stud upon which the interior sheetrock is affixed and all airspace within which is defined on the Condo Map. Each separately-owned airspace is referred generally herein either as the "Condo", the "Units" and/or individually as "Unit 1" and "Unit 2", each as described and shown on the Condo Map;
- B. **Limited Common Area**– is defined as that area designated and shown on the Condo Map as "Limited Common Element" which is herein reserved for access, utility and shared use for the respective Units and adjacent lots, as described herein.
- C. **General Common Elements** – are all portions of the Property that are not a part of the two individual Units or the Limited Common Areas, as each are described herein, are defined as General Common Elements, as those areas are generally defined by WYO. STAT. § 34-20-103(a)(ii)(A), including but not limited to all of the Building's structure and the Property on which it is located, the land thereunder, roof, all walls and columns, façade of the building, concrete foundation, joists and slab, the windows and glazing; common circulation ways, storage spaces and mechanical room, community facilities, equipment and infrastructure, wires, 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 within the airspace of the individual Units, now existing and for those to be installed for the benefit of both Units and with the approval of the owners of both Units. The area above the restrooms in Condo 1 and below the floor joists for Condo 2 shall be deemed Limited Common Element for the mechanical systems and utilities installed therein for the benefit of each Condo Unit, and an easement for access thereto is made herein to the extent necessary to service, maintain and repair the systems.

The owners of the individual Units agree that in the event there is any discrepancy in the locations of any Unit's space or common element set out on the Condo Map and the actual physical location thereof, the physical location shall supersede the Condo Map'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.

SECTION 4. Description of Units and Common Elements/Areas

- A. *Individual Unit.* Units 1 and 2 are the individual Unit spaces, as established herein, which shall be individually conveyed and owned as are described and shown on the Condo Map.
- B. *Undivided Interest in General Common Elements.* The General Common Element are the areas in which an undivided common interest in the areas and facilities, as established herein, shall be conveyed and owned together with each individual Unit. Each Unit shall own an undivided one-half (1/2) interest in the General Common Elements established as part of *Landmark Owners' Association*, established simultaneously herewith.
- C. *Limited Common Area Easements.* The Limited Common Element areas shown on the Condo Map are eased to and shall be used by the respective Unit owner requiring access to, and use of, the Limited Common Element for their access and utility needs. The Limited Common Area includes but is not limited to:
 - i. The southern-most twenty feet (20') of Lots 4, 5, 6, and 7, Block 21, Palmers Addition (as illustrated on the Condo Map) shall be the parking area for Units 1 and 2, with five (5) parking spaces allocated to and for the benefit of each Unit, respectively.
 - ii. The common corridor East of the Building (i.e., Lot 4, Block 21), which shall be shared and used in common by Units 1 and 2, herein, and for the Declarant's development of the same and use by its successor users/owners of the building(s) to be constructed upon Lots 1, 2 and 3 of Block 21.

SECTION 5. Common Areas, Common Utilities and Common Facilities. The Common Elements and common areas 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 6. Undivided Interests in Common Areas. The undivided interest in the 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 common areas and facilities, and the fee titles to the respective individual Units conveyed with the same, shall not be separated or separately conveyed, and each undivided interest in the 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.

SECTION 7. Plan of Ownership. Declarant establishes herein a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the individual Units, 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 General Common Elements and all Limited Common Areas.

For the purpose of this Declaration, the ownership of each individual Unit space shall include the respective owner's undivided interest in the common areas and facilities specified and established in this instrument, and each space together with the undivided interest is defined and referred to as an 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 Unit 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. The owners, however, shall be deemed to own the walls and partitions that are contained within their respective Unit 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 sheetrock, paint, wallpaper, and the like.

SECTION 8. Title And Interest Of Grantees. Each Unit shall own an equal share in the profits and expenses of the common areas and facilities, as well as their equal representation for voting purposes in the Association of owners. While each Unit's cubic square footage is as indicated below, each shall have an equal one-half interest and share of the common elements and each Unit shall have one (1) equal share and one (1) equal vote for each Unit -- Condo Unit 1: 54,746 cubic feet; and Condo Unit 2: 48,628 cubic feet.

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

- A. Units may be used for uses allowed under the City's B1 zoning classification, including but not limited to: office space, retail space, art studio space, and other similar spaces. The Units will not be permitted for residential use without unanimous approval of both Unit owners if the mix of residential into the Building may create an additional requirement for fire sprinklers. The B1 zone permitted uses shall be the limits for the Owner, and the tenants, and guests and invitees of the owner, and for no other purpose. 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.

B. 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:

- i. *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 which blocks or impedes other owners' use.
- ii. *Damage.* Any damaged 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.
- iii. *Signage.* No owner shall place any sign on the Building anywhere visible to others except at the Unit's entry door or in a location and design with the prior written approval of the Board of the Association.
- iv. *Exterior/Common Areas.* No owner shall mount, place, install, or otherwise cause to be modified the exterior, roof or walls of the Building or exterior or any interior hallway, elevator, stairs or other portion of the common area, without the prior written approval of the Board.
- v. *No Smoking.* The Building, and all portions thereof, shall be smoke free. No owner, occupant or guest/invitee shall smoke inside the Building in any manner that is detectable in any adjacent common area or adjacent unit.
- vi. *Parking.* No Owner shall park his/her vehicle on Brundage in front of the Building, for any purpose other than loading/unloading and for a period not greater than 15 minutes. Each Unit shall have 5 parking spaces designated for its use and not Owner, or their guests, shall park in the other Unit's designated parking spaces.
- vii. *Additional 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 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. 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 or to seek injunctive relief. Declarant will finalize the plan of ownership for the shared use for the Limited Common Element located on Lot 4, Block 21 (the shared access corridor) as it develops the same as part of the construction of the intended future buildings on Lots 1, 2 and 3, adjacent thereto.

SECTION 10. Administration Of Building by the Association. An owner of a Unit, on becoming the owner of a "Unit or Units," shall automatically be a member of Landmark

Condominium Association, which shall be initially organized as a not for profit corporation under the Statutes of Wyoming, (the "Association"), and the 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, shall be deemed to be binding on all owners of individual Units, their successors and assigns.

SECTION 11. Bylaws, 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 those statements of authority, rules, regulations and the Bylaws adopted simultaneously herewith and that may be amended by the Unit owners hereafter. Each owner, tenant, or occupant of a Unit shall comply with and be bound by the provisions of this declaration, the Bylaws, decisions, rules 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 12. 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, it shall establish for each calendar year the amount of each Member's 50% contribution for:

- a) costs for maintenance, repair, replacement, improvements and the like for common areas, and a budget therefore, including specific dates that an equal share of such costs are due and payable by each Unit.
- 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, or reserved therefore.
- 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; and
- f) such other matters as may be necessary or convenient for the Association 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 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 (ii) all sums unpaid on the first mortgage of record. Such lien may be foreclosed by suit by the officers 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.

SECTION 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.

SECTION 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.

SECTION 16. Property Insurance for Common Elements. The Association shall obtain and continue in effect 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 17. 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 18. Revocation Or Amendment of Declaration; Additional/Adjacent Uses and Reserved Rights in Declarant. 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 however*, until the date that the individual Units are sold, Declarant retains and reserves to itself and its successors the right to amend this declaration in its sole discretion.

Provided further, Declarant reserves the right to:

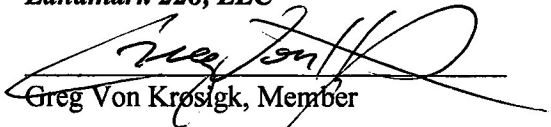
- a. *Construct Additional Buildings.* Declarant reserves all rights to construct additional buildings to: (i) the East of the Units, currently intended for up to six (6) residential units, currently intended to be accessed by a shared elevator/stair tower for which Declarant reserves the right and easement for the use thereof after Declarant's construction of the same; and (ii) to the West of the Units, currently intended for other B1-zone uses, which may include a common party wall with the Building on the first floor; however, Declarant shall not construct any building to the West which is taller than the lowest point of the current windows on the West wall of Unit 2. Declarant has the right to control development

and use of the Limited Common Element on Lot 4, Block 21 as labeled "Access Corridor" and Elevator Shaft & Stairwell for the common access for the Building and adjacent buildings adjacent thereto.

- b. *Additional Stairway to Unit 2.* Declarant and the Owner of Unit 2 shall have the right to construct an exterior stairwell on the west side of the Building, from the sidewalk to the north of the Building, for the shared purpose of accessing Unit 2 and a possible deck area off the west wall of the Building for Declarant and its successors in the adjacent lot.
- c. *Access/Use Easement on the Roof of the Building.* Declarant reserves the easement right for use of the roof top of the Building, immediately adjacent to the shared stair/elevator tower to be constructed by Declarant, for the future use by Declarant, and its successors, and the residential units to be constructed on the East side of the Building, the easement area for which shall be the southern-most thirty-three feet (33') of Building's roof top.

DATED AND MADE EFFECTIVE AS OF JUNE 7, 2024.

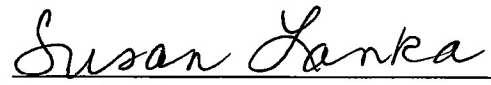
Landmark 228, LLC


Greg Von Krosigk, Member

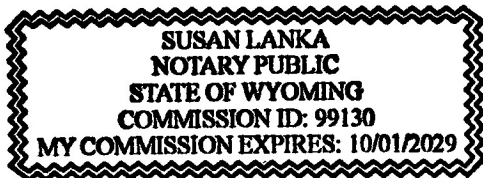
STATE OF WYOMING)
)ss
COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Greg Von Krosigk and Nicholas Bateson, as members of for Landmark 228 LLC, this 7 day of June, 2024.

Witness my hand and official seal.


Notary Public

My Commission expires: 10-1-2029



NO. 2024-792398 DECLARATION
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX AGENCY
SHERIDAN WY 82801