

## DECLARATION OF CONDOMINIUM OF *MAIN AND GRINNELL CONDOMINIUMS*

Main and Grinnell, LLC, a Wyoming limited liability company (herein the "Declarant"), its 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 the Wyoming Condominium Ownership Act (Wyo. Stat. §34-20-102 through §34-20-104):

### SECTION 1. Ownership and Allocation of Property.

- A. Declarant owns real property described as Lots 1 and 2, Jacobson Minor Subdivision, City/County of Sheridan, Wyoming, recorded in Plat Book J, Page 15, together with all improvements thereon and appurtenances thereto (herein the "Property").
- B. The Property has improvements constructed upon it including a building within which eight (8) separate Units and upon which common areas are situated, all as described and shown on that MAIN AND GRINNELL CONDOMINIUM MAP recorded in the office of the Clerk and Recorder for Sheridan County, Wyoming, on April 18, 2023, as Plat #47 in Drawer 1 (hereinafter the "Condo Map").
- C. *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, Declarant hereby covenants that it divides the Property into the separate freehold estates, as follows:
  - i. *Units* – are the eight (8) 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 "Units" and/or individually as "Condo Unit 1 [through 8]", each as described and shown on the Condo Map;
  - ii. *Limited Common Element*-- is defined as that area: (A) designated and shown on the Condo Map as "Limited Common" and (B) those areas which are the air spaces in the attic above and the crawl space below each Unit, and (C) the parking lot in the northeast quarter of the property, which shall be used for parking as directed by the Association. The Limited Common Element is designated as for the primary use of the adjoining Unit owner.

Other owners may access the Limited Common Element airspace which is above or below a Unit if, and only if, it is necessary for the repair or maintenance of a utility line serving an adjacent Unit and/or a General Common Element enjoyed by the group of owners. It does not give any other Owner the right to enter such airspace without notice and consent of the Unit Owner through which access may be required, unless an emergency exists which necessitates access without consent (e.g., flooding that needs immediate attention to avoid damage). Each Unit shall keep the four feet (4') closest to the building in the Limited Common Element

behind the Unit open for passage to/from the Units on either side thereof.

- iii. **General Common Elements** – are all portions of the Property that are not a part of the eight (8) individual Condo Units or the Limited Common Areas, as each are described herein, are defined as General Common Elements, and 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, the land thereunder, and the roof sheeting and roof top coatings, all structural partition walls and columns, façade of the building, concrete foundation, joists and slab, the windows and glazing; common circulation ways, 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. The concrete pad in front/back of each Unit is General Common Element to provide access to/from the Units when an Owner is not parked in front of the Unit, as permitted but restricted herein.
- iv. **Conflicts of Dimensions** – 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 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 2. Description of Units, General and Limited Common Elements/Areas

- A. **Unit.** Condos 1 through 8 are the individual Unit spaces, as established herein, which shall be individually conveyed and owned as are described and shown on the Condo Map. The Unit shall include everything inside the framed walls encompassing the Unit, including but not limited to wall/ceiling coverings, hvac, electrical and respective meter/panel, garage door and opener, and flooring inside the unit.
- 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, including but not limited to: the foundation of the Building, the exterior walls, exterior lighting, the roof structure/rafters/sheeting/membrane and soffit/fascia/gutters. Each Unit shall own an undivided equal interest in the General Common Elements as a member of the *Main and Grinnell Condominiums Condominium Owner Association*, established simultaneously herewith. The General Common Elements are for the common purposes and uses for the owners' use of their respective Unit and 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.

- C. **Limited Common Elements.** The Limited Common Element area shown on the Condo Map and described herein shall be used primarily by the adjacent Unit owner but which is subject to easement rights by the other Unit for limited and specific purposes and uses of maintenance and repair to General Common Element, as set forth herein, or as otherwise agreed by all Units.

The parking area shall be used for parking and delivery based upon the rules and use fees implemented by the Association hereafter.

- D. **Plan of Ownership; Conditions and Terms of Use.** Declarant establishes herein a plan for the individual ownership of the individual Units 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 Element and all Limited Common Element.

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 surfaces of the Building's exterior walls, roof system or foundation of the respective Units, nor shall owners be deemed to own wires, conduits, or other public utility lines running through the Building that are used for, or serve, more than one Unit, except as tenants in common, as provided herein. The owners, however, shall be deemed to own all portions of the Unit inside the framed walls contained within their respective Unit spaces, and also shall be deemed to own the floors and ceilings including all finishes inside the framing of the Unit.

**SECTION 3. 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 4. Title And Interest Of Grantees.** Each owner shall own the Unit shall together with one equal proportionate share in the profits and common expenses of the common areas and facilities, as well as their equal proportionate representation for voting purposes in the Association of owners, which is based on one (1) equal share and one (1) equal vote for each Unit.

## SECTION 5. Rules and Restrictions on Use.

- A. The Units shall be occupied and used by the respective owners only and for the sole purposes of:
- i. *Permitted Uses of a Unit.* The Owners wish to protect the continuity and compatibility of uses in the row of Units as they have historically been compatible. To that end, the Owners agree that the permitted uses in a Unit shall include:
    - a) the Owner's existing use as of the date hereof, any use that is similar to the Owner's existing use, and/or any use compatible with the existing use and other uses in adjacent Units.
    - b) A use not in direct competition with an existing business in the other Units.
    - c) Subject to the permitted uses described above, the Owner of a Unit shall have the right to lease the Unit provided the lease and tenant are made subject to the covenants contained in this Declaration, the Association's Bylaws and regulatory agreement as may be adopted by the Association.
    - d) Provided further, all change of uses in a Unit by an Owner or a tenant shall be subject to the review by the Association and must be a use permitted by the City of Sheridan's zoning ordinance. If 75% of the Association (i.e., 6 of 8 units) votes against the proposed use, then that proposed use shall not be allowed to occur.
  - ii. *Exterior Modification.* The Owners wish to protect the continuity and compatibility of the exterior aesthetic of the Units as a collective row.
    - a) No Owner shall modify the structure of the exterior of their Unit in a manner without the approval of 75% of the Owners; provided however, each Owner shall be permitted to make non-structural improvements that are compatible with the other adjacent Units without approval on such things as: painting, storefront/door, awning and similar other non-structural or permanent modifications.
    - b) Any modification that affects the structure of the building and/or adjacent Units must be approved by 75% of the Owners.
  - iii. The Owner or occupant of each Unit will carry a minimum of \$3,000,000 of liability insurance for their respective Unit.
- B. The Limited Common Element that are immediately above and below a Unit may be used primarily by the owner of the adjacent Unit but access for the Association is reserved for purposes of installing, maintaining and repairing any common utility or exterior finish as needed.

The parking area in the North East quarter of the property shall include one delivery space and the rest of the parking spaces shall be assigned by the Association to owners (or neighbors) who will pay the fee set by the Association. No Owner shall park any vehicle, equipment or property outside their Unit except if leasing a space from the Association. The purpose of this restriction is to ensure no other Owner's use of the



common areas for travel to/from the parking area is impeded.

- C. The General Common Elements shall be kept free and clear so that the same may be used for access over and across the General Common Element to and from each Unit. No parking shall be permitted on any portion of the General Common Element except for the temporary loading/unloading to and from a Unit.

**SECTION 6. Association To Administer the Condominium.** An owner of a Unit, upon becoming the owner of a "Unit or Units," shall automatically be a member of Main and Grinnell Condominiums Association, which shall be initially organized as a not for profit association or 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 formation documents and/or its Bylaws, and shall be deemed to be binding on all owners of individual Units, their successors and assigns.

**SECTION 7. Association's Bylaws and Rules/Regulations.** The owners of the Units agree that the administration of the Condominium shall be by the Association and in accordance with the provisions of this Declaration and those statements of authority, rules, regulations and/or the Bylaws adopted simultaneously herewith for the Association 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 8. Contributions 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:

- A. costs for maintenance, repair, replacement, improvements and the like of the General Common Elements and common areas, and a budget therefore, including specific dates that an proportionate share of such costs are due and payable by each Unit. The initial estimated budget will be set according to the Bylaws and incorporated herein.
- B. annual or other periodic assessment for payment/contribution of each Unit owner toward common Association's expenses, including insurance and future maintenance, alterations or improvements, or reserves therefore; *provided however*, each Owner shall select their own provider and pay their own premium for insurance of their Unit.
- C. determine the amount, premium cost and carrier of blanket insurance coverage for casualty loss to the Building 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 a manager and/or officers; and
- F. such other matters as may be necessary or convenient for the Association to consider.

- G. No owner of a Unit may be exempt from liability for contribution toward the common expenses by waiver of the use or enjoyment of any of the General Common areas and facilities or by the abandonment of the Unit.

Owners have agreed to the following specific cost-sharing allocations application to these following matters only:

(i) If any water or sewer mains and/or service lines or other utilities are pulled to the Units during the Main Street reconstruction project, the cost of the lines shall be shared equally by the number of Units served by it. And,

(ii) if the foundation below and supporting any Unit requires maintenance or repairs not caused by an adjoining neighbor, then the Owner of that Unit shall bear the cost of such maintenance and repair to the foundation.

(iii) if any Owner is negligent in the maintenance and repair of their respective Unit, and that negligence in turn causes damage to adjacent Common Elements and/or Unit(s), the negligent Owner shall repair the damage at their expense or the expense of their insurance.

For any and all other Association expenses, normal wear/tear, accidents and general maintenance and repair obligations, including but not limited to the roofing membrane top surface of all Units which all Owners have agreed to repair/pay, the share of expenses each Unit Owner shall be required to pay for any and all Association expenses shall be paid in proportion to their square footage of their Unit in relation to the whole, as follows:

<i>Current Unit Owner</i>	<i>Address of Unit</i>	<i>Share of Costs</i>
BIG HAWK, LLC	17 E. Grinnell– Condo Unit 8	10.87%
Smokey Water, LLC	7 E. Grinnell – Condo Unit 7	11.08%
Smokey Water, LLC	201 N. Main – Condo Unit 6	32.16%
HI Plains, LLC	211 N. Main – Condo Unit 5	11.87%
Margaret Shaffer	219 N. Main – Condo Unit 4	6.86%
BLD, LLC	221 N. Main – Condo Unit 3	7.68%
Nightmare, Inc.	223 N. Main – Condo Unit 2	14.65%
Jesse Smith	225 N. Main – Condo Unit 1	4.83%

**SECTION 9. 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. 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 on 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.

Where the lender 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 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 the respective owners of the Units, including the acquirer, and successors and assigns.

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 Association, setting forth the amount of the unpaid assessments against the Unit to the Association.

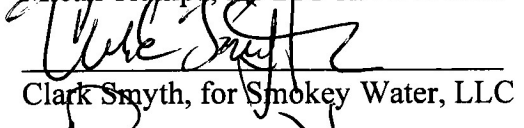
**SECTION 10. Property Insurance for General Common Elements.** The Association shall obtain and continue in effect property insurance in forms and amounts, (1) satisfactory to mortgagees holding first mortgages covering Units but without prejudice to the right of the owner of a Unit to obtain individual 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.

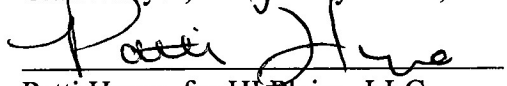
Insurance premiums for any blanket insurance coverage shall be a common expense to be paid by assessments levied by the Association, and such payments shall be held in a reserve fund of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

**SECTION 11. Revocation Or Amendment of Declaration; Additional Users/Units to Building/Association.** This Declaration shall not be revoked or any of the provisions amended unless the owners of three-fourths (3/4ths of the Units agree to such revocation or amendment by recorded instruments. *Provided however*, Declarant and its successor reserves the right to add up to two more Units hereafter within the area described in the Condo Map, and, if added, those Unit(s) shall automatically become subject to all terms hereof and of the Association and subject to an equal assessment of dues.

This Declaration is made effective the 18<sup>th</sup> day of APRIL, 2023, by Declarant:

  
Micah Trampe, for BIG HAWK LLC

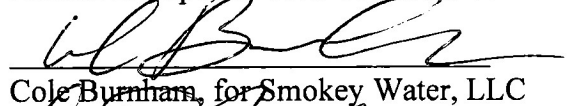
  
Clark Smyth, for Smokey Water, LLC


  
Patti Hruza, for HI Plains, LLC

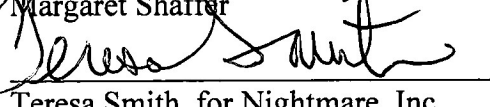
  
Benjamin Levi Davis for BLD, LLC

  
Jesse Smith

  
Nathan Trampe, for BIG HAWK LLC

  
Cole Burnham, for Smokey Water, LLC

  
Margaret Shaffer

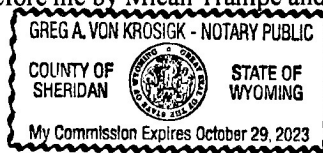
  
Teresa Smith, for Nightmare, Inc.

STATE OF WYOMIING )  
)ss  
COUNTY OF SHERIDAN )

This instrument was acknowledged before me by Micah Trampe and Nathan Trampe, members of BIG HAWK, LLC, this 14<sup>th</sup> day of April, 2023.

Witness my hand and official seal.

My Commission expires: 10/29/23



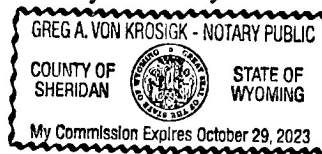
*[Signature]*  
Notary Public

STATE OF WYOMIING )  
)ss  
COUNTY OF SHERIDAN )

This instrument was acknowledged before me by Clark Smyth and Cole Burnham, members of Smokey Water, LLC, this 14<sup>th</sup> day of April, 2023.

Witness my hand and official seal.

My Commission expires: 10/29/23



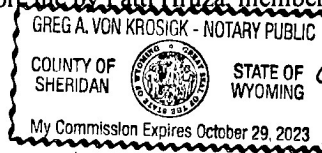
*[Signature]*  
Notary Public

STATE OF WYOMIING )  
)ss  
COUNTY OF SHERIDAN )

This instrument was acknowledged before me by Patti Hruza, member of HI Plains, LLC, the 14<sup>th</sup> day of April, 2023.

Witness my hand and official seal.

My Commission expires: 10/29/23



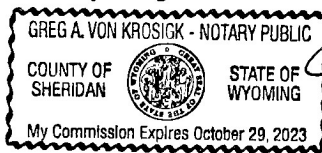
*[Signature]*  
Notary Public

STATE OF WYOMIING )  
)ss  
COUNTY OF SHERIDAN )

This instrument was acknowledged before me by Margaret Shaffer and Jesse Smith, the 14<sup>th</sup> day of April, 2023.

Witness my hand and official seal.

My Commission expires: 10/29/23



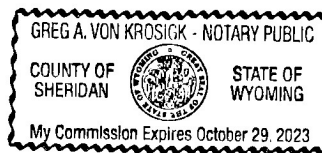
*[Signature]*  
Notary Public

STATE OF WYOMIING )  
)ss  
COUNTY OF SHERIDAN )

This instrument was acknowledged before me by Benjamin Levi Davis, member of BLD, LLC, the 14<sup>th</sup> day of April, 2023.

Witness my hand and official seal.

My Commission expires: 10/29/23



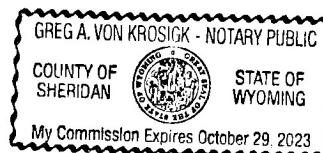
*[Signature]*  
Notary Public

STATE OF WYOMIING )  
)ss  
COUNTY OF SHERIDAN )

This instrument was acknowledged before me by Teresa Smith, member of Nightmare, LLC, this 14<sup>th</sup> day of April, 2023.

Witness my hand and official seal.

My Commission expires: 10/29/23



*[Signature]*  
Notary Public

**NO. 2023-785349 DECLARATION**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
IMPACT PROPERTIES LLC P O BOX 602  
SHERIDAN WY 82801