

RECORDED OCTOBER 22, 1998 BK 398 PG 130 NO 299484 RONALD L. DAILEY, COUNTY CLERK

**AMENDED DECLARATION OF CONDOMINIUM UNITS FOR  
INDIAN HILLS ESTATES CONDOMINIUM UNITS & GARAGES  
A CONDOMINIUM**

THIS DECLARATION is made on the date appearing below by DORIS ROBINETTE, President and JAMES STEINMETZ, Secretary, of the Indian Hills Condominium Association..

**ARTICLE I**

**Submission to Condominium Unit Ownership**

The purpose of this Declaration is to submit the land herein described, and the improvements presently existing and to be constructed thereon to the condominium unit form of ownership and use in the manner provided by Chapter 20, Title 34, Wyoming Statutes (1977 R.E.) herein called the "Condominium Ownership Act."

(a) The name by which the condominium is to be identified is INDIAN HILLS ESTATES CONDOMINIUM UNITS & GARAGES.

(b) The lands owned by the Developer which are hereby submitted to the condominium form of ownership are described in Exhibit "B", which lands are hereinafter called "the real property".

**ARTICLE II**

**Definitions**

The terms used herein and in the By Laws of the Indian Hills Condominium Association shall have the meaning ascribed to them in the Condominium Ownership Act and as follows:

(a) "Association" means the Indian Hills Condominium Association; the entity charged with the decision-making and management functions of the INDIAN HILLS ESTATES CONDOMINIUM UNITS & GARAGES, and all successors of such entity.

(b) "Condominium units" means and individual air space unit as defined by the Condominium Ownership Act, and which are described in Article IV of this Declaration, as illustrated on the map on file in Sheridan County Engineer's Office and also attached hereto as Exhibit "B".

(d) "Common Elements" shall have the meaning ascribed to that phrase by the Condominium Ownership Act, and shall include all parts of the Condominium property not included within the condominium unit boundaries as described in Article IV herein.

(e) "Common Expenses" include:

(1) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and the portions of condominium units to be maintained by the Association;

(2) Expenses declared common expenses by provisions of this Declaration or by the By Laws;

(3) Any valid charge against the Condominium as a whole, such as ad valorem taxes, real property taxes and insurance.

(f) "Utility Services" as used herein and in the By Laws of the Condominium shall include, but not by limitation, electric power, water and distribution system, heating, and garbage and sewage disposal system and underground irrigation pipe.

### Article III

#### Development Plans

The Condominium is being developed according to the following plans:

(a) A map of the proposed development is attached hereto as Exhibit "B".

(b) Certain improvements to be included in the Condominium exist by reason of their prior status as apartment complexes. The Condominium will consist of 12 individual condominium units; together with the following appurtenances and common elements: 12 garages and parking spaces, landscaping, and together also with such facilities as are shown on Exhibit "B". Use of the parking areas will be permitted according to regulations of the Association.

(c) This Declaration may be amended by filing such additional plans as may be required to describe adequately the completion of improvements. Such completion may be shown by a certificate of an architect, engineer, or surveyor certifying that the improvements have been constructed substantially as herein represented, or designating any changes made.

- (d) Easements are reserved through the Condominium property as may be required for utility services, and for access to improvements on the southwest corner of the property in accordance with the reservations contained in Exhibit "A" hereof.

#### **ARTICLE IV**

##### **Condominium Unit Boundaries**

Each condominium unit shall include that part of the building containing the condominium unit which lies within the boundaries of the condominium unit, which boundary shall be determined in the following manner, consistent with the requirements of the Condominium Owners Act:

- (a) The upper boundary shall be the plane of the lower surface of the ceiling.
- (b) The lower boundary shall be the plane of the upper surface of the building floor, with the exception of the floor covering.
- (c) The vertical boundaries of the condominium unit shall be the interior plane of the exterior walls of each unit as shown on Exhibit "B".
- (d) Each condominium unit shall include a specific garage air space as defined on Exhibit "B" which boundary shall be determined in the following manner consistent with the requirements of the "Condominium Owners Act":

- (1) The upper boundary shall be the plane of the lower surface of the roof trusses.
- (2) The lower boundary shall be the plane of the upper surface of the concrete floor slab.
- (3) The vertical boundaries shall be the plane of the interior surface of the exterior walls of each unit.

#### **ARTICLE V**

##### **Description of Condominium Units**

The condominium units of the Condominium consist primarily of two floor plans, Type "A" and Type "B". Type "A" includes a living room-dining combination, bathroom, kitchen, two bedrooms, laundry room. Type "B" includes a living room-dining combination, kitchen, half bath and laundry room on first floor plus two bedrooms, one full bath on second floor.

The Developer reserves the right to change the interior design and arrangement of all condominium units, and to alter the boundaries between condominium units for as long as the

Developer owns the condominium units. However, no such change by the Developer, or by any condominium unit owner, shall increase or diminish the number of condominium units nor alter the boundaries of the common elements without amendment of this Declaration in the matter described herein.

#### ARTICLE VI

##### Shares of Common Elements and Expenses

Each Condominium unit owner shall own a share in the common elements and surplus possessed by the Association, and be liable for common elements expenses on a proportionate ownership basis in an amount equal to the percentage of the space occupied by the owner in relation to the total ownership of condominium units. The Condominium consists of twelve condominium units, 6 Type "A" and 6 Type "B"; each owner shall be liable for 8.33 percent of all common expenses for each condominium unit he owns.

#### ARTICLE VII

##### Maintenance and Alteration of Condominium Units

The Association shall be responsible for the maintenance, repair and improvements of the structural elements of the Condominium and all common elements appurtenant to the Condominium. Maintenance, repairs and improvements to the interior features of individual condominium units shall be the responsibility of the owner. Further reference to the responsibility for repair and maintenance on the part of the Association and unit owners is contained in the By Laws for the Indian Hills Condominium Association.

#### ARTICLE VIII

##### Maintenance and Alteration of Common Elements

- (a) The maintenance and operation of common elements shall be the responsibility and the expense of the Association, in accordance with the By Laws of the Association.
- (b) There shall be no major alteration or further significant structural improvement of the real property constituting the common elements without prior approval, in writing, by the owners of not less than seventy-five percent of the common elements except as

provided by the By Laws; and no alteration or improvement shall interfere with the rights of any condominium unit owner.

## ARTICLE IX

### Assessments

- (a) Assessments against condominium unit owners for common expenses shall be made pursuant to the By Laws of the Association.
- (b) Assessments and installments shall be due on the first day of the month following notification. Assessments and installments thereon paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of one and one-half percent per month from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.
- (c) The Association shall have a lien against any owner whose assessments are not currently paid, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

## ARTICLE X

### Association

The operation of the Condominium shall be by the Association, which shall be organized and shall fulfill its functions pursuant to the following provisions and those contained in the By Laws of the Association:

- (a) The members of the Association shall be the condominium unit owners.
- (b) The Association shall be empowered to employ an independent contractor to serve as the managing agent for the Condominium.
- (c) Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, neither the Association, nor any managing agent employed by the Association shall be liable for injury or damage, other than the costs of maintenance and repair, caused by any latent condition of the property maintained and repaired by the Association, nor for injury or damage caused by the elements or other owners or persons.

(d) The share of a member in any fund or property and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance in the sale or transfer of his condominium unit.

## ARTICLE XI

### Insurance

(a) Insurance policies upon the Condominium property covering the items described in subparagraph (b) of this paragraph shall be purchased by the Association for the benefit of the Association and the condominium unit owners and their mortgagees, as their interest may appear. Provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of condominium unit owners.

(b) Insurance shall cover the following:

(1) All buildings and improvements upon the real property and all personal property included in the common elements in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs as determined annually by the Association. Such coverage shall afford protection against loss of damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to buildings similar to the buildings on the land, such as vandalism and malicious mischief;

(2) Public liability in such amount and with such coverage as shall be required by the Association, including but not limiting to hired automobile and nonowned automobile coverage, and with cross liability endorsement to cover liabilities of the condominium unit owners as a group to a condominium unit owner;

(3) Workman's Compensation as required by law;

(4) Such other insurance as the Association shall determine from time to time to be desirable.

(c) Premiums upon insurance policies purchased by the Association is a common expense.

(d) The association is hereby irrevocably appointed agent for each condominium unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payments of claims.

(e) The owners shall be individually responsible for insuring the contents of their condominium units.

**ARTICLE XII****Repair and Replacement of Property Damaged by Fire or Other Casualty**

The proceeds paid by any insurance carrier from policies purchased by the Association shall be deposited in trust with such depository bank as the Association may designate; and all repair or reconstruction operations necessitated as a result of casualty damage shall be financed in accordance with the Association By Laws.

**ARTICLE XIII****Use Restrictions**

Each of the condominium units shall be occupied only by a single family and its guests, as a residence, and for no other purpose. Except as reserved to the Developer, no condominium unit may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the condominium units to be affected thereby. Further restrictions on the use of the condominium units and common elements of the Condominium are set forth in the Association By Laws.

**ARTICLE XIV****Compliance and Default**

(a) Each condominium unit owner shall be governed by and shall comply with the terms of this Declaration of the Condominium, Association By Laws and all regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. A default in any covenant or condition therein contained shall entitle the Association or other condominium unit owners to the relief described in subparagraph (b) of this paragraph and to the remedies contained in the By Laws of the Association together with all legal remedies provided by law.

(b) A condominium unit owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by this act, negligence, or carelessness, or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the

Association. Such liability shall include any increase in insurance rates occasioned by the use, misuse, occupancy, or abandonment of a condominium unit or its appurtenances. In any proceeding arising because of the alleged default by a condominium unit owner of a promise, conditions or covenant of this Declaration or implementing Condominium By Laws, the prevailing party shall be entitled to recover the costs of the legal proceeding and such reasonable attorney's fees as may be awarded by the Court.

(c) The failure of the Association or any condominium unit owner to enforce any covenant, restriction, or other provision of the Condominium Ownership Act, this Declaration, or Condominium By Laws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

#### ARTICLE XV

##### Amendments

This Declaration may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in a notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment may be proposed by any Association member. Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary of the Association at or prior to the meeting. Except as elsewhere provided, such amendment must be by unanimous decision of the Developers and owners until the first meeting of the Association, and thereafter by not less than seventy-five percent of the entire membership of the Association. The owners of each condominium unit shall be entitled to one vote for each such condominium unit owned.

(c) No amendments shall discriminate against any condominium unit owner or against any condominium unit or class or group of condominium units unless the condominium unit owner so affected shall consent. No amendment shall change any condominium unit nor the share in any common elements appurtenant to it, nor increase the owner's share of



the common expenses, unless the record owner of the condominium unit and all record owners of liens thereon shall join in the execution of the amendment.

(d) A copy of each amendment shall be certified by the presiding officer and secretary of the Association as having been duly adopted, and shall be effective when recorded in the office of the County Clerk for Sheridan County, Wyoming.

## ARTICLE XVI

### Termination

The Condominium may be terminated in the following manner or as prescribed by statute:

- (a) In the event it is determined in accordance with the By Laws that casualty damage has resulted to the extent that the improvements of the Condominium shall not be reconstructed, the Condominium plan of ownership will be thereby terminated without agreement.
- (b) The Condominium may be terminated at any time by the approval, in writing, of any of the owners of the Condominium, and by all record owners of liens thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy-five percent of the common elements, and the record owners of liens upon the same seventy-five percent of the common elements, are obtained not later than thirty days from the date of such meeting, then the approving owners shall have an option to buy all of the condominium units of the other owners during the period ending on the sixtieth day from the date of such meeting.
- (c) The option described in subparagraph (b) of this paragraph shall be exercised by delivery or mailing by registered mail to each of the record owners of the condominium unit to be purchased of an offer to purchase signed by the record owners of condominium units who will participate in the purchase. Such offer shall indicate which condominium units will be purchased by each participating owner and shall offer to purchase all of the condominium units owned by the owners not approving the termination, but the offer shall effect a separate contract between each seller and his purchaser.

(d) The sale price of each condominium unit shall be the fair market value determined by agreement between the seller and purchaser within thirty days from the delivery or mailing of such offer, and in the absence of agreement, then by a determination of value made by a appraiser agreed upon by the parties. The expense of any appraisal shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within thirty days following the determination of the sale price.

(e) The termination of the Condominium shall be evidenced by a certificate of the Association executed by the presiding officer and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Sheridan County, Wyoming.

(f) After termination of the Condominium, the condominium unit owners shall own the Condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgages and lienor shall have mortgages and liens upon the respective undivided shares of the condominium units owners. Such undivided shares of the condominium unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' condominium units prior the termination.

#### ARTICLE XVII

##### Application

The provisions of this Declaration, and Condominium By Laws shall apply equally to each owner of a condominium unit, and to heirs, successors and assigns of the owner. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or word, or other provision of this Declaration or Condominium By Laws and regulations of the Association shall not affect the validity of the remaining portions thereof. IN WITNESS THEREOF, the Developer has executed this Declaration in Sheridan, Wyoming, on the day and year appearing below.

## INDIAN HILLS ESTATES CONDOMINIUM UNITS &amp; GARAGES

By \_\_\_\_\_  
Doris Robinette, President

By \_\_\_\_\_  
James Steinmetz, Secretary

## ACKNOWLEDGEMENT

STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF SHERIDAN   )

On this \_\_\_\_ day of \_\_\_\_\_, 1998, personally appeared DORIS ROBINETTE, President and JAMES STEINMETZ, Secretary, who being by me duly sworn, did execute this instrument before me this \_\_\_\_ day of \_\_\_\_\_, 1998.

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

INDIAN HILLS ESTATES CONDOMINIUM UNITS & GARAGES

By Doris D. Robinette  
Doris Robinette, President

By James Steinmetz  
James Steinmetz, Secretary

ACKNOWLEDGEMENT

STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF SHERIDAN    )

On this 20 day of October, 1998, personally appeared DORIS ROBINETTE, President and JAMES STEINMETZ, Secretary, who being by me duly sworn, did execute this instrument before me this 20 day of October, 1998.

My Commission Expires 10-12-00

Bill D. Busch  
Notary Public