

DECLARATION OF CONDOMINIUM OF THE MONTGOMERY

104 North Main Partnership, a Wyoming general partnership, 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:

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

- a. 104 North Main, Sheridan, Wyoming 82801, as more particularly described South 22' of Lot 15 and Lot 16, Block 2, Sheridan Original Town, as the same has been separated into condominium units described below, and together with all improvements thereon and appurtenances thereto (herein sometimes the "Building"), and
- b. 37 West Brundage, Sheridan, Wyoming 82801, as more particularly described as: the East 33 feet of Lots 6, 7 and 8, and the East 33 feet of the South 13 feet of Lot 5, Block 2 of the Original Town, now City of Sheridan, Sheridan County, Wyoming, together with all improvements thereon and appurtenances thereto (herein collectively the "Garage");

(the Building and the Garage are sometimes collectively referred to herein as the "Property")

SECTION 2. Description of Property. Declarant has improved the Building by redeveloping an existing three-story building into thirteen (13) separate Condominium Units, general common areas and limited common areas situated therein, as described and set forth on that certain Condominium Map of The Montgomery initially filed and recorded in the office of the Clerk and Recorder for Sheridan County, Wyoming on February 4, 2015, in Drawer No. 1, Plat No. 23, as the same is revised, amended and replaced by that AMENDED/RESTATED CONDOMINIUM MAP OF THE MONTGOMERY BUILDING filed and recorded in the in the office of the Clerk and Recorder for Sheridan County, Wyoming on March 2, 2016, in Drawer No. 1, Plat No. 24 (hereinafter referred to as the "Condo Map"). Declarant has further improved, and will improve, the Garage to be used to provide a parking space for each of the eight residential condo units and additional limited common areas for the use and enjoyment of all thirteen condo units, as further described herein.

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

- A. *Units* -- The Thirteen (13) separately-designated and legally described fee simple estates, consisting of the spaces and areas contained within the perimeter walls of each Unit in the Building-- 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 "Unit 1" through "Unit 13", all as described and shown on the Condo Map¹. Units 1 through 4 are designated as primarily retail use. Units 6 through 13 are designated as primarily residential use. Unit 5 is the

¹ And as addressed by the City of Sheridan as follows: Condo Unit 1: 25 West Brundage Street; Unit 2: 21 West Brundage Street; Unit 3: 15 West Brundage Street; Unit 4: 104 North Main Street; West Brundage Street; Units 5 through 13 as 33 West Brundage Street, allocated as Unit 5: 201, Unit 6: 301, Unit 7: 302, Unit 8: 303, Unit 9: 304, Unit 10: 401, Unit 11: 402, Unit 12: 403 and Unit 13: 404



sole unit on the mezzanine level and is designated for use as residential, retail, and/or professional services.

- B. *General Common Areas* -- A fee simple general common area estate consisting of all portions of the Property labeled as "General Common" areas or not otherwise specifically designated as an individual "Unit" or "Limited Common" areas on the Condo Map, which definition includes but is not limited to all structural elements of the Building and the land upon which the Building is located, and specifically includes, but is not limited to: the land, roof, exterior walls and columns, façade and fixtures affixed to the exterior of the building, foundation, exterior surface of the windows and glazing; all common circulation ways (e.g., elevators, stairways and halls), storage areas 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.
- C. *Limited Common Areas* -- shall mean: (i) the areas of the Building that are specifically shown or designated on the Condo Map as "Limited Common" areas and (ii) the Garage. All such limited common element areas shall be for the exclusive use by only those Unit owners and Declarant who are designated the right to use the same by the Declarant, or thereafter the Board of Directors of the Association. Each such Limited Common area shall be maintained by the Association who shall have direct governance over the Limited Common areas with adopted rules and the right to assess common expense liability for the maintenance and repair of such areas to fewer than all the Unit Owners.

Garage -- The Garage will be owned by the Montgomery Owners' Association, Inc., or its successor. The Association shall assign one parking space to each of the eight (8) residential Condos in the Building. All of the remainder of the Garage, whether it be ancillary parking spaces, interior spaces or roof-top access, and the associated uses of the Garage shall be used as limited common area subject to the rules and direction of the Board of the Association.

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 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 Areas

- A. *Separate Ownership of Individual Unit.* The individual Units, as established herein, shall be individually conveyed as described and shown on the Condo Map, 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, is as follows: Appurtenant undivided interest consisting of a share equal to One-Thirteenth (1/13th), unless otherwise expanded by the Association.



SECTION 5. Common Areas and Facilities. All 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.

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 title 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 estates consisting of the area or space contained in each of the individual Condo 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 Common Areas, as set forth herein, the Condo Map 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 common areas and facilities specified and established in this instrument, and each space together with the undivided interest is defined as an "Unit."

The owners of the respective individual "Units" shall be deemed to own the interior airspace of the Condo, 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.

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.

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 1 through 4 on the Main Street level shall be primarily commercial/retail uses. Any use of these Units shall not create any unreasonable noise, smell or other nuisance that invades the residences above them. Permitted uses include such things as: typical retail (sale of goods) and/or providing services during normal business hours. But uses that are likely to create a noise nuisance (e.g. bars/taverns) or a smell nuisance (e.g. brewery or restaurant with fryers and hoods) are not permitted on the main street level of the Units;



- (b) Unit 5 is located on the mezzanine level between the retail units and the residential units. Due to its location in the Building, permitted uses of Unit 5 shall include: one residence (i.e., occupied by a single family but not multi-family use divided into separate residential rentals), and/or office use, professional or health services (e.g., engineering/insurance/legal or similar office use, or massage therapy, yoga, beauty or similar use). No use of Unit 5 may result in unreasonable noise or foot-traffic in the common stairway beyond what a typical office would bring to ensure the residential use on the floors above are not unreasonably impacted. All use permitted in Unit 5 must be compatible with the adjacent units. ; and
- (c) Units 6 through 13 on the second and third floors 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.

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:

- 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 anywhere in the Building or Garage visible to others without 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 the Garage or any interior hallway, elevator or other portion of the common area, without the prior written approval of the Board of the Association.
- v. *Condo Shells – Construction to Finish.* Each owner shall take initial ownership of the Condo unit in its partially-finished condition, with all mechanicals stubbed to each Unit. All plans for the finishing of each Unit with respect to the sound-proofing systems installed and with respect to the schedule shall be approved by the Board of the Association prior to commencement.

Each owner shall finish the interior of the Condo unit within three months from the date the finish work is commenced. The purpose and intent of this requirement is that while there is no deadline to start the finish work, once it is commence the other owners in the building will know it will be finished in three months and impacts will be temporary. Construction shall be limited to the hours of 8:30 a.m. to 5:30 p.m. so as to minimize disruption to the neighbors.

As each Unit is finished, the owner shall be required to complete at least:

- a. For all residential units, in addition to the sound-proofing provided by the developer of the Building, as Units are finished, the following shall be added:
 - i. As the interior walls are finished, owner shall: cause two 5/8ths layers of sheetrock with a layer of sound-proofing on all walls.
 - ii. As to the finishing of the ceiling, no existing plaster will be removed as it provides sound and fire barrier, but owner will add one layer of sheetrock and one layer of sound-proofing material.
 - iii. As to the finished flooring, all new flooring installed on the top floor units shall include the addition of a layer of sound-proofing material under the finished floor.
- b. For all retail units, all interior walls and ceiling shall be finished in a way that addresses any noise transfer concerns that are likely to occur from the user of that unit to the residences above, if any.
- c. Ensure that no structural components of the building (structural steel or bearing walls) or the common sprinkler system are damaged or compromised.
- d. All finished plumbing and fixtures shall be installed in a manner that minimizes the risk of causing water damage to the adjacent units. No hot tubs, fish tanks, waterbeds or any other containers of large amounts of water shall be used in any Unit without some additional containment system to eliminate the risk of water leaving the Unit.
- vi. *Pets.* No owner shall allow pets in the Unit or common areas which are not kept under control and kept quiet. No pet shall be permitted to remain in a Unit if the pet barks or makes noise to a level heard repeatedly by a neighbor. This restriction may be specifically enforced.
- vii. *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.
- viii. *Parking.* No Owner shall park his/her vehicle in front of the Building on Brundage, for any purpose other than loading/unloading and for a period not greater than 15 minutes. It is agreed that each residential Condo Unit shall have one parking space in the Garage and they will refrain from parking their vehicles in front of the Building. While the curb-side parking on Brundage in front of the Building is public right of way, Owners of residential condo units agree to keep their vehicles parked elsewhere for the benefit of the retail condo units' customers.

SECTION 10. 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 and/or Garage. 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.

SECTION 11. Administration Of Association. An owner of a "Unit," on becoming the owner of a Unit, shall automatically be a member of The Montgomery Building 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.

SECTION 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 all General Common Areas, including maintenance, repair, replacement, improvements and the like of all common areas of the Building and any portions of the Garage used by all 13 Condos. The use of the Building and the Garage and adjacent access, in accord with the Association's budget therefore, including specific dates that a proportionate share of such costs are due and payable by each Unit.
- b) costs for all Limited Common Areas
- 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.
- c) determine the amount, premium cost and carrier of insurance coverage for casualty loss to any or all of all 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 the Board, as set forth in the Bylaws; and
- f) such other matters as may be necessary or convenient for the Association to consider.

The Association shall assess all 13 Units for the common costs of all Common Area expense, including property tax, insurance, maintenance, repairs, cleaning and improvement of the Common Areas used by the residential units and retail units, respectively and in proportion to the Units' use thereof. The Association shall have the power to impose and enforce liens against each Unit for unpaid assessments.

All residential units (Units 6-13) shall be equally assessed separately as a residential owners' association. All retail units (Units 1-5) shall be equally assessed separately as a commercial owners' association.

The initial assessment to be imposed upon Owners for taxes, insurance, maintenance, for common areas are not yet set but the budget is anticipated to require a per-Unit assessment of approximately \$185-\$190 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: cleaning of the common areas used by the retail and residential units, respectively, and for all units for snow removal, elevator maintenance and repair, insurance, real estate taxes, common utilities, general maintenance/repairs/reserves, and the other costs for the common areas. 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 for that Lot on September 1, 2016.

Additional special assessments for restricted use of Limited Common Areas shall be set by the Association in accord with the use of such limited common areas.



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 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.

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. The Association shall obtain and continue in effect property insurance on all 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.

SECTION 17. Revocation Or Amendment of Declaration; Additional Access; Additional Users/Units to Building/Association. This declaration shall not be amended without the prior written approval of not less than Ninety Percent (90%) of the Units and of the Declarant, or its assignee, to such amendment by recorded instruments.



This Declaration is made effective the 2nd day of March, 2016.

104 NORTH MAIN STREET PARTNERSHIP

Mark Isakson
 Mark Isakson, Partner

Kyle Dunham
 Kyle Dunham, Partner

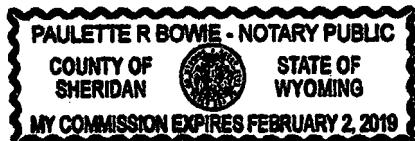
Greg Von Krosigk, Member of
 Royal Wolf Development, LLC, Partner

STATE OF WYOMING)
)ss
 COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Mark Isakson, Kyle Dunham and Greg Von Krosigk as member of Royal Wolf Development, LLC, all for and on behalf of 104 North Main Partnership, on this 2nd day of March, 2016.

Witness my hand and official seal.

My Commission expires:
2-2-19



Paulette R. Bowie
 Notary Public

CONSENT OF LENDER

First Federal Savings Bank, Mortgagee pursuant to mortgage recorded 5/1/2014 Bk881, Pg765 in the office of the Sheridan County Clerk, hereby consents to the foregoing Declaration of Declaration of Condominium of The Montgomery Building.

Dated this 3rd day of March, 2016.

FIRST FEDERAL SAVINGS BANK

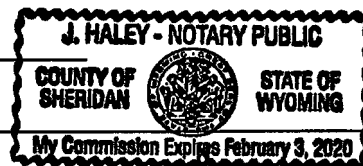
By: [Signature]

STATE OF WYOMING)
)ss
 COUNTY OF SHERIDAN)

This instrument was acknowledged before me by Patrick Schilling this 3 day of March, 2016.

Witness my hand and official seal.

[Signature]



DECLARATION OF CONDOMINIUM – THE MONTGOMERY