

**960417 DECLARATION OF CONDOMINIUM**

OF

**THE DON M. EMPFIELD CONDOMINIUM**

LOCATED IN THE SW<sup>1</sup>/<sub>2</sub> of the S. 48.5' of Lot 8, Block 15, Fourth Addition, CUILETTE, WY  
THIS DECLARATION OF CONDOMINIUM, hereinafter referred to as the

"Declaration", is made this 22<sup>nd</sup> day of August, 2011, by Don M. Empfield,  
hereinafter referred to as the "Declarant", pursuant to the provisions of the  
Condominium Ownership Act of the State of Wyoming (Sections 34-20-101 through 34-  
20-104, W.S. 2009), hereinafter referred to as the Condominium Ownership Act.

WITNESSETH:

WHEREAS, Declarant is the record owner of that certain real property  
described in Article II of this Declaration and,

WHEREAS, it is the desire and intention of Declarant to divide the said real  
property into two Condominiums and desires that the rights, privileges and obligations of  
Declarations, unit owners, mortgagees and others who may be interested be set forth;

NOW THEREFORE, Declarant hereby declares that said property and both of  
the condominiums therein and every part of parcel thereof pertaining thereto is and  
shall be owned, held, transferred, sold, conveyed, encumbered, leased, rented, used,  
occupied, maintained, altered and improved subject to the limitations, covenants,  
conditions, restrictions, reservations, exceptions and terms (sometimes hereinafter  
collectively referred to as "said covenants") hereinafter set forth and as part of and  
pursuant to a common plan of development and improvement of said real property and  
for the division thereof into two (2) condominiums, for the purpose of enhancing and

protecting the value, desirability and attractiveness of said real property and every part and portion thereof. It is the intention of Declarant that each and all of said covenants shall be covenants running with said real property and mutual and equitable servitudes upon and in favor of both condominiums, part and parcel of or in or pertaining to said real property, all pursuant to the above-referenced Condominium Ownership Act of the State of Wyoming.

## ARTICLE I

### INTENTION

Declaration states that Don M. Empfield is the owner in fee simple of and submits the real property hereinafter described in Article II of this Declaration to the provisions of the above-referenced Condominium Ownership Act of the State of Wyoming.

## ARTICLE II

### DESCRIPTION OF PROPERTY

The real property which is subject to this Declaration is situated in the City of Gillette, County of Campbell, State of Wyoming, and is described as follows: South ½ Lot 8, Block 15, Fourth Addition to the town of Gillette, Campbell County, Wyoming;

## ARTICLE III

### BUILDING ERECTED

Declaration has upon said real property a two (2) unit office building, which units may be

used for commercial and office purposes. In addition, said real property has common parking, all of which is shown on the condominium plat prepared by Bruce Engineering, Gillette, Wyoming.

#### ARTICLE IV

##### UNIT DESIGNATIONS

The unit designation of each unit, its location and, dimension, its approximate area, and common elements to which it has immediate access, and other data concerning its proper identification, are set forth in the condominium plats prepared by Bruce Engineering, Gillette, Wyoming which are made a part hereof by this reference.

#### ARTICLE V

##### DESCRIPTION OF COMMON ELEMENTS

##### AND COMMON INTERESTS

The common elements and the individual interests of each unit owner in such common elements are set forth in the condominium plans by Bruce Engineering, Gillette, Wyoming annexed hereto

The common elements consist of all parts of the condominium property other than the individual units and include the following:

- (A) Land and parking areas, roofs, and exterior walls.
- (B) The foundation and structural members, including columns, girders, beams, and supports.
- (C) All central and appurtenant installations, including all pipes, ducts, shafts,

wires and cables used in connection therewith, required to provide power, light telephone, water, heat and sewer systems which are not specific to one unit.

- (D) Easements for access, maintenance, repair, reconstruction or replacement of the foregoing structural members, equipment, installations and appurtenances, and for all other service necessary or convenient to the existence, maintenance, safety and use of the property.

## ARTICLE VI

### CHARACTER AND USE

The building is intended to be used as a two (2) unit office building. The common elements shall be used for the benefit of the two (2) unit owners, for furnishing of services and facilities for which the same are reasonably intended, and for the enjoyment to be derived from such proper and reasonable use.

## ARTICLE VII

### EFFECTIVE DATE OF THE CONDOMINIUM

The effective date of the condominium is the date when this Declaration is recorded in the Office of the Clerk of the County of Campbell, State of Wyoming, until this Declaration and this condominium is terminated or abandoned in accordance with the provisions of the Condominium Ownership Act of the State of Wyoming and of this Declaration.

## ARTICLE VIII

### DEFINITIONS AND TERMS

The following terms when used in this Declaration and any other instruments constituting

the condominium documents are intended to be consonant with the means ascribed to them by the Condominium documents are intended to be consonant with the means ascribed to them by the Condominium Ownership Act and are defined herein as follows:

- (A) "Assessment" means that portion of the cost of maintaining, repairing and managing the property which is to be paid by the each of the unit's owners.
- (B) "Common charges" means both of the units share the common elements for each of the two (2) unit owners.
- (C) "Common elements" means that all part of the condominium property which is not a part of the individual units as shown on the condominium plat prepared by Eagle Engineering, Gillette, Wyoming.
- (D) "Common expense" means and includes the actual and estimated expense of operating said real property and any reasonable reserve for such purposes.
- (E) "Common interest" means the proportionate undivided interest in the fee-simple absolute in the common elements pertaining to both of the units as expressed in this Declaration.
- (F) "Declaration" means this instrument and by which said real property is submitted to the provisions of the above-referenced Condominium Ownership Act of the State of Wyoming.
- (G) "Unit" means one of the two (2) offices or commercial units, each of which is separately owned and has unit designation as set forth on the condominium plat prepared by Eagle Engineering, Gillette, Wyoming.

## ARTICLE IX

### UNITS: THEIR MAINTENANCE AND REPAIR

(A) Neither owner shall do or cause to be done any work affecting this unit which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditment therein without the consent of both owners. He shall not repair, alter, replace, or move any of the common elements which are located within his unit without prior consent of the other owner. He shall not alter or replace any walls except those nonbearing partition walls which are wholly within his unit.

(B) It shall be the responsibility of both owners to maintain, repair or replace:

- (1) All portions of the unit which contribute to the support of the building, including main bearing walls, but excluding painting, wall papering, decorating or other work on the interior surface of walls, ceilings and floors within the unit.
- (2) All portions of the unit which constitute a part of the exterior of the building. All common elements within the unit expenses in accordance with its common interest in relation to the entire project.
- (3) Each unit owner may use the common elements in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of the other unit owner.
- (4) The owners shall, if any question arises, determine the purpose for which a common element is intended to be used. They shall have the right to promulgate rules and regulations limiting the use of the common elements to unit owners, clients, guests, invites and employees as well as to provide for the exclusive use by a unit owner and his guests. Such use may be conditioned, among other things, upon the payment by the unit owner seeking such use, of such assessment as may be established. The owners shall have the right to fix a reasonable rent or charge for the use of the parking areas.
- (5) The maintenance, repair, replacement, management, operation and use of the common elements shall not be construed so as to preclude the owners from delegating these duties to a manager or agent or to other persons, firms, or corporations.
- (6) The expenses incurred or to be incurred for the maintenance, repair replacement, management, operation and use of the common elements shall be collected from both unit owners.
- (7) No unit owners shall do any work which would affect or alter any of the common elements or impair any easement or herediament therein, without the consent of the other owner.
- (8) While said real property remains subject to this Declaration and the Condominium Ownership Act, no liens of any nature shall arise to created against the common elements except with the unanimous consent in writing of both the unit owners and the holders of he first liens thereon.
- (9) Both unit owners shall comply strictly with the rules, regulations, resolutions and decisions adopted pursuant to this Declaration in relation to the units or the common elements. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages, or injunctive relief or any or all of them. Such action may be instituted by an owner on his/or her behalf.

(C) Each unit is served and metered separately by a gas utility, electrical service and trash service. The units share a water service meter and a sewer service. The owners of the condominium units agree to split the water and the sewer bills.

## ARTICLE X

### COMMON ELEMENTS AND COMMON INTEREST

- (A) The amount of the percentage proportion of such interest in the common elements has been determined and fixed as equal 50/50 percentages of said common elements for each of the two (2) owners.
- (B) Each unit owner may use the common elements in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of the other unit owner.
- (C) The owners shall, if any question arises, determine the purpose for which a common element is intended to be used. They shall have the right to promulgate rules and regulations limiting the use of the common elements to unit owners, clients, guests, invites the employees as well as to provide for the exclusive use by a unit owner and his guests. Such use may be conditioned, among other things, upon the payment by the unit owner seeking such use, of such assessment as may be established. The owners shall have the right to fix a reasonable rent or charge for the use of the parking areas.
- (D) The maintenance, repair, replacement, management, operation and use of the common elements shall not be construed so as to preclude the owners from delegating these duties to a manager or agent or to other persons, firms, or corporations.
- (E) The expenses incurred or to be incurred for the maintenance, repair, Replacement, management, operation and use of the common elements shall be collected from both unit owners.
- (F) No unit owner shall do any work which would affect or alter any of the common elements or impair any easement or hereditament therein, without the consent of the other owner.
- (G) While said real property remains subject to this Declaration and the Condominium Ownership Act, no liens of any nature shall arise to be created against the common elements except with the unanimous consent in writing of both the unit owners and the holders of first liens thereon.

## ARTICLE XI

**UNITS: HOW CONSTITUTED AND DESCRIBED**

- (A) Each unit, together with its undivided common interest in the common elements, shall for all purposes be and it is hereby declared to be and to constitute a separate parcel of real property and the unit owner thereof shall be entitled to the exclusive ownership and possession of his unit subject only to the covenants, restrictions, easements, bylaws, rules, regulations and decisions adopted pursuant thereto as may be contained in this Declaration or as may from time to time be amended in accordance with this Declaration.
- (B) A unit shall be described in the deed by unit designation and shall recite that it is part of the premises described in Article II of this Declaration and shall show the date and recoding of the Declarations.
- (C) Every conveyance or lien using the unit designation assigned to it on the condominium plan shall be deemed to include its proportionate undivided interest in the common elements and shall include without requiring specific reference thereto or enumerating them all appurtenances and easements in favor of others.
- (D) Any transfer of a unit shall include all appurtenances thereto whether or not specifically described.
- (E) The addresses for the two units are as follows:
  - Unit A 413 South Gillette Avenue
  - Unit B 415 South Gillette Avenue



## ARTICLE XII

### CHARGES-ASSESSMENTS-PROFITS

- (A) No unit owner may exempt himself from the liability for payment of his common charges and expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit.
- (B) Insurance may be obtained upon said real property and the cost thereof shall be borne and paid as common charges and as hereinafter more fully set forth in Article XV herein.
- (C) All liens against the common elements of any nature including taxes and Special assessments levied by governmental authority may be paid by the owners in accordance with their respective interest or to the common charges account.
- (D) Declarant shall be assessed as an owner in the manner herein provided with respect to any condominium owned by him.

## ARTICLE XIII

### RESTRICTIONS

- (A) Declarant, and every unit owner by the acceptance of the deed, and their heirs, successors and assigns, covenant that they will faithfully observe all of the terms, covenants and conditions wherever imposed in this Declaration.
- (B) Each unit owner, his heirs, successors and assigns, further covenants: That he will not use, permit or allow the unit or any part thereof to be used for an immoral, improper, offensive, or unlawful purpose nor will be permitted or allowed the unit to be used in a manner which will be a source of annoyance or which in any way interferes with the peaceful possession, enjoyment, and proper use of the property by the other unit owners.

## ARTICLE XIV

### AMENDMENT

Except for alteration in the common interest which cannot be done except with the consent of both of the unit owners and of the holders of first (1<sup>st</sup>) mortgages thereon, the condominium documents may be amended in the following manner:

- (A) Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the notice of any meeting at which a proposed amendment is considered.
- (B) A resolution adopting a proposed amendment may be proposed by the unit owners and approved by the unit owners at a meeting called for this purpose.

## ARTICLE XV

### INSURANCE

- (A) Except title insurance, builders risk insurance and any other insurance which may be furnished by Declarant prior to the creation of the condominium, both of the owners of the two (2) units shall maintain separate insurance on their prospective units. The insurance shall be purchased from recognized insurance companies duly licensed to operate in the State of Wyoming.
- (B) Both owners may join together with or without other owners of condominiums within the building to form a group for the purpose of obtaining insurance.

## ARTICLE XVI

### GENDER: SINGULAR PLURAL

Whenever the context so permits, the use of the plural shall include the singular and any gender shall be deemed to include all genders.

## ARTICLE XVII

### TERMINATION

Declarant reserves the right to terminate this Declaration and to discharge same of record provided that no title has been conveyed to independent owners. It is distinctly understood and agreed by all persons having any interest in the condominium that a declaration by one Declarant herein to this effect shall be sufficient to discharge same of record.

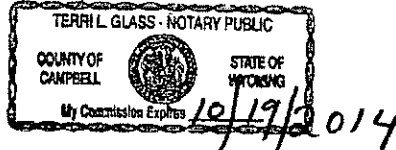
IN WITNESS WHEREOF, the Declarant has executed this Declaration this 22<sup>nd</sup>  
day of August, 2011.

Don M. Empfield  
Declarant

STATE OF WYOMING    )  
                                  §  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me by Don M. Empfield  
this 22<sup>nd</sup> day of August, 2011.

Witness my hand and official seal.



960417 Recorded on 8/23/2011 at 8.06.00 Fee 38.00  
Book 2647 of PHOTOS Pages 345 to 356  
Susan F. Saunders, Campbell County Clerk by: P. SPARLING

RECORDED  
ABSTRACTED  
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