

932365

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**DECLARATION OF PROTECTIVE COVENANTS OF CALAMITY
DEVELOPMENT, LLC
FOR
ARIEL APARTMENTS ASSOCIATION, LLC**

THIS DECLARATION OF PROTECTIVE COVENANTS is made by
Calamity Development, LLC, for Ariel Apartments Association, Inc., a Wyoming Non-
Profit Corporation "Declarant" for itself, its successors, grantees, and assigns this _____
day of January, 2009.

ARTICLE I

PROPERTY DESCRIPTION

Section 1: Declarant is the owner of the following real property (the "Property")
located in the City of Gillette, Campbell County, Wyoming described as Tract S of Moon
Meadow Estates No.3, City of Gillette, Campbell County, WY which is located in the
N1/2 NE1/4 of Section 2, T49N R72W, 6th Principal Meridian, as depicted and described
on the final plat recorded in the real estate records of Campbell County in Book of Plat
Maps as Reception No. _____

Book _____ Page _____ (hereinafter referred to as the "Plat").

Now Known As ARIEL APARTMENTS PLANNED UNIT RESIDENTIAL DEVELOPMENT

ARTICLE II

OBJECTS AND PURPOSES

The objects and purposes are:

- A. To exercise all rights, duties and obligations under these Declaration of
Covenants.
- B. To own and manage the Common areas, Easements and Roads, as defined
in this Declaration of Covenants and the Plat, for the benefit of the
Members in accordance with the Declaration of Covenants ("Association
Property").
- C. To implement and enforce the Declaration of Covenants for the benefit of
the Members.
- D. To exercise the Association's corporate powers in accordance with and as
limited by the Wyoming Nonprofit Corporation Act (Wyo. Stat. Ann. 17-
19-101, et. Seq. (LexisNexis 2007) and these Articles of Incorporation for
the benefit of the Members.

The Property is hereby made subject to the following covenants, conditions,
restrictions, reservations, charges, liens and easements, all of which shall be deemed to

run with the Property and each and every portion thereof, to ensure proper use and appropriate development, improvement, operation and maintenance of the Property.

ARTICLE III

DEFINITIONS

Section 1: "Association" shall mean "Ariel Apartments Association, Inc., is a Wyoming Non-Profit Corporation", and any successor thereto. The members of the Association shall be the Owners, with each Owner holding one membership interest for each Lot owned.

Section 2: "Building Area" shall mean Lots 1 through 10, inclusive, which are from time to time covered by a building or other residential structure.

Section 3: "Common Area" shall mean Lot 19, inclusive, which are intended for common use and enjoyment of any or all Owners. Each Owner of a Lot numbered 1 through 18, inclusive, shall have, as appurtenant to his or her Lot, a one-eighteenth (1/18) undivided interest in the Common Area. Each Lot includes an undivided interest in the Common Area. Each Lot shall have appurtenant to it, non-exclusive easements for ingress, egress and support through the Common Area. The Common Interest appurtenant to each Lot is permanent in character and cannot be partitioned or altered without the unanimous consent of the Owners and of the holders of first mortgages consent of the Owners and of the holders of first mortgages on the Lots, as expressed in an amended declaration. Each Owner may use the Common Area in accordance with the purposes for which it is intended without hindering the exercise of or encroaching upon the rights of any other Owners. The undivided interests in the Common Area are hereby established and are to be conveyed with the respective Lots as indicated above, cannot be changed, except as herein set forth, and Declarant, its successors, assigns and grantees covenant and agree that the interests in the Common Areas and the Lots conveyed therewith, shall not be separated or separately conveyed, and each such interest shall be deemed to be conveyed together even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

Section 4: "Declarant" shall mean and refer to Ariel Apartments Association, Inc., a Wyoming Non-Profit Corporation ("Ariel Apartments Association"), its successors and/or assigns, if such successor or assigns are Owners of any portion of the Property and are designated by Ariel Apartments Association to perform the obligations of the Declarant hereunder.

Section 5: "Lot" shall mean and refer Lots 1 through 18, inclusive.

Section 6: "Occupant" shall mean any Person or Lessee from time to time entitled to the use and occupancy of any portion of a building under an ownership right or any lease, sublease, assignment, license, concession, or other similar agreement.

Section 7: "Operating Account" shall mean the account into which the Association deposits all revenue associated with the Property and out of which all expenses, capital improvements, and Owner distributions are made.

Section 8: "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to any of Lots 1 through 18, inclusive, but excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

Section 9: "Developer" shall mean Calamity Development, LLC or its successor, assigns or agent.

ARTICLE IV

ROLE OF DEVELOPER

Section 1: The Developer shall retain all voting rights assigned to each record owner until all lots are sold and a transfer of ownership has occurred between the Developer and Owner. During the period of time before all lots are sold and transferred, the Developer shall have the exclusive right to control the Declarant to ensure the consistency of the existing lots with subsequently developed lots. Within sixty (60) days of the sale of the final lot, or upon mutual agreement among the Developer and the existing Owners, the Developer shall resign and release control and all voting rights to the Owners as provided herein.

ARTICLE V

ROLE OF ASSOCIATION

Section 1: The Association shall, either itself or through the use of a property management company, have the following authority and responsibilities:

Section 2: Right to Manage and Collectively The Association shall lease, manage, operate and maintain the Property in an efficient and professional manner and shall arrange for the performance of everything reasonably necessary for the proper operation of the Property subject to (a) applicable governmental requirements and (b) the terms and provision of this Agreement. It is understood that the entire income of the Property, whether associated with an individual Owner's Lot or not, benefits all Owners, and the expenses associated therewith are a burden to all Owners, in separate their Lot for income or expense purposes. The income from each Lot, as well as the Common Area, accrues to all Owners in proportion to their Lot ownership. For example, the Owner of one Lot would be entitled to one tenth (1/10) of the income from the entire property, and would be responsible for one tenth (1/10) of the entire expenses of all Lots, the buildings thereon, as well as the Common Area. So long as this Agreement is in effect, individual Owners shall not have the right to enter into any contracts or agreements affecting the

Property or which would encumber the Property or otherwise interfere in the Association's efforts to manage the Property without the consent of all of the Owners.

Section 3: Right to Lease. With respect to the leasing of the Property, the Association shall use its commercially reasonable efforts to obtain tenants for all rental units in the Property and to renew leases and rental agreements (collectively "Leases") as provided herein.

Section 4: Budgets. The Association shall, by March 31 of each year, prepare and submit to the Owners a report of the income and expenses for the prior calendar year and shall at that time give the Owners its opinion of the manner in which income and expenses, including expenses for promotion, operation, leasing, repair, maintenance and improvement of the Property, are expected to differ in the following year in order to properly maintain and manage the Property. The Association is authorized to incur for the account of the all Owners all operating and capital expenses of the entire Property, whether or not the expense is associated with the Lot owned by such Owner or not.

Section 5: Collection of Rents and Other Income. The Association shall bill all tenants and shall use its commercially reasonable efforts to collect all rent, and other charges due and payable from any tenant or from others for services provided in connection with the Property. The Association shall deposit all monies so collected in the Operating Account. The Association shall allocate all income and revenue from the Property to the Owners in proportion to the number of Lots owned.

Section 6: Books of Accounts. The Association shall maintain at its offices adequate and separate books and records for the Property with the entries supported by sufficient documentation to agree to provide to the Association any financial or other information reasonably requested by the Association to carry out its services hereunder. Each of the Owners and their representatives may examine all books, records and files maintained for the Owners by the Association. Should the examination by an Owner discover errors in record keeping, the Association shall undertake with all appropriate diligence to correct such discrepancies.

Section 7: Operating and Reserve Accounts. The Association shall deposit all rents and other funds collected from the operation of the Property in a bank or financial institution in a special trust or depository account for the Property (the "Operating Account"). The Owners shall be deemed the owners of the funds in all accounts maintained by association in accordance with the number of Lots owned by them in the Property. The Association and the Owners shall maintain this Operating Account so that an amount at least as great as the budgeted expenses for the forthcoming month is in such Operating accounts as of the first of each month. The Association shall pay from the Operating account the operating expenses of the Property and any other payments relative to the Property as required or permitted by this Agreement. The Association may also hold one or more reserve or capital improvement accounts for the Property.

Section 8: *Access to Accounts.* As authorized by signature cards, representatives of the Association shall have access to and may draw upon all funds in the Operating Account and shall make distributions to the Owners as provided for in this Agreement without the approval of the Owners. The Owners may not withdraw funds from such accounts without the Association's signature.

Section 9: *Payment of Expenses.* The Association shall pay all expenses of the operation, maintenance and repair with respect to the Property directly from the Operating account or, if there are inadequate funds in that account, shall be reimbursed by the Owners. In addition, the Association shall be entitled to hire a management company, accountants, lawyers or other professionals to handle responsibilities of the Association. However, unless special arrangements are made, each Owner shall be responsible for the payment of any lender who has made a loan to such Owner secured by the Owner's Lot or Lots.

ARTICLE IV

EASEMENTS ON PROPERTY

Section 1: *Utility Easements.* Each Owner shall be entitled to any and all easements over, through and across any of the Common Area that may be necessary and or convenient to serve such Owner's Lot.

Section 2: *Access Easements.* Each Owner shall be entitled a general easement across the undivided interests of the other Owners in the Common Area for ingress, egress and access to such Owner's Lots. Such easement is for both pedestrian and vehicular access, subject to reasonable rules and regulations as the Association may impose.

Section 3: *Parking Easements.* Each Owner shall be entitled to park, and to have their tenants park, vehicles in designated parking spots in the Common Area, subject to reasonable rules and regulations as the Association may impose.

Section 4: *No Merger.* Notwithstanding Declarant's or any Owner's ownership of more than one Lot, the easements granted hereunder shall burden and benefit each Lot individually, without merger as a result of such common ownership, and upon conveyance of a Lot so that such Lot ceases to be under common ownership, neither the Owner conveying said Lot nor the owner acquiring said Lot shall need to execute additional documentation to evidence the existence of said easements, and said easements shall relate back to and shall be deemed to have been created as of the date hereof.

ARTICLE VII

USE RESTRICTIONS

Section 1: *General Use Restrictions.* The Property shall be used as a multifamily residential community, and for no other purpose.

Section 2: *Change in Use.* If a change in use is desired, the Owner desiring such change shall provide the Association with written notification of any proposed change in use (and each subsequent change in use). It shall be reasonable for the Association to withhold its consent for the following reasons, which are set forth herein as examples and are not meant to be an exhaustive list: (1) if the use violates this Declaration, (2) if the use violates zoning or other governmental laws, rules and/or regulations.

Section 3: *Hazardous Materials.* No Hazardous Material shall be brought upon, kept, used, generated or stored in or around the Property, except with the prior written consent of the Association and in compliance with all applicable Environmental Regulations. Notwithstanding the foregoing, the Association's common household cleansers and degreasers in the ordinary residential use on the Lot, provided that such storage, use and disposal is in compliance with all applicable Environmental Regulations. If the Lot Owner (as opposed to the Association) breaches its obligations above, then the Lot Owner shall indemnify, defend, protect and hold the Association and its respective officer's, directors, members, employees and agents, harmless from and against any and all causes of action, claims, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees and court costs) arising out of such breach or the existence of such Hazardous Material.

ARTICLE VIII

MAINTENANCE; TAXES; INSURANCE

Section 1: *Maintenance; Taxes and Insurance.* The Association shall be responsible for all maintenance, taxes and insurance on the Property, and the cost of such maintenances shall be an expense of the Property which will be deducted from any proceeds otherwise payable to the Owners.

Section 2: *Maintenance Standards.* The Association shall keep each Lot and the Common Areas on the Lot at all times in good and clean condition and repair and perform all necessary maintenance. Said maintenance shall include, without limitation, the following: (a) Maintaining, repairing and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability, and re-striping when necessary; (b) Removing all ice and snow, papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonable necessary to keep the area in a clean and orderly condition and keeping the Common Areas on the Lot free from any obstructions including those caused by snow and ice; (c) Maintaining, repairing, re-striping and replacing, when necessary, all traffic directional signs, markers and lines; (d) Keeping the Common Area on the Lot lighted; (e) Maintaining, repairing and replacing all landscaped areas on the Lot; operating, maintaining, repairing and replacing, when necessary, automatic sprinkler systems and

water lines; and replacing shrubs and other landscaping as necessary; (f) Area walls, including, without limitation, any screening walls serving buildings or retaining walls that are also part of the walls of a building on the Lot; (g) Maintaining, repairing and replacing, when necessary, the monument signs on the Lots; (h) the foregoing obligations shall include any repairs or replacements which may become necessary due to damage or destruction of the Common Areas or any Lot.

Section 3: Taxes and Assessments. The Association shall pay or cause to be paid, prior to delinquency, all taxes and assessments levied with respect to the Lots and Common Area and the buildings, improvements and any personal property located thereon. If a tax or assessment may be paid in installments, the Association may pay such tax or assessment in installments, as and when the same becomes due and payable. Nothing contained in the Section shall prevent the Association from contesting any taxes and assessments with respect to the Property, so long as such contest is prosecuted in good faith and with all due diligence. At the time that such contest is concluded (including any appeal(s) that may be necessary and appropriate), the Association shall promptly pay all such taxes and assessments determined to be owing, together with all interest, penalties and costs thereon.

Section 4: Liability Insurance. The Association shall, as an expense of the Property, maintain Commercial general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) insuring against claims on account of loss of life, personal injury or property damage that may arise from or be occasioned by the condition, use or occupancy of any Lot Owner's building and the Common Areas of the Lot, by the Lot Owner and its Occupants (the "Liability Insurance"). The insurance required pursuant to this Section shall include the following provisions: (i) shall provide that the policy may not be canceled or reduced in amount or coverage below the requirements of the Declaration, without at least thirty (30) days' prior written notice by the insurer to each insured and to each additional insured; (ii) shall provide for severability of interests; (iii) shall provide that an act or omission of one of the other insured; and (iv) shall provide for contractual liability coverage, naming the Lot Owners and Primary Insured and the Association as an additional insured.

The Liability Insurance shall be carried by an insurance company or companies qualified to do business in the State of Wyoming and having limits for bodily injury to or personal injury to or death of any person, or more than one (1) person, or for damage to property, in an amount of not less than Five Million and no/100 Dollars (\$5,000,000) combined single limit per occurrence/aggregate, such coverage to be in a commercial general liability form with at least the following endorsements: (i) deleting any employee exclusion on person injury coverage; (ii) including coverage for injuries to or caused by employees; (iii) providing for blanket contractual liability coverage (including the Owner's indemnity obligations contained in this Declaration), broad form property damage coverage and products completed operations, owner's protective and personal injury coverage; (iv) providing for coverage of employers automobile non-ownership liability; and (v) if the use of the Lot includes the sale of alcoholic beverages, including coverage for employer's liability, host liquor liability, liquor liability and so-called "dram

shop" liability coverage with a combined single limit of not less than Three Million and no/100 Dollars (\$3,000,000) per occurrence. The Owner's Liability Insurance shall be made on an "occurrence" basis and not under a "claims made" basis. The insurance referenced in this Section may be provided under (i) and individual policy covering this location, (ii) a blanket policy or policies which include other liabilities, properties, and locations of the Owner, so long as the amount and coverage of insurance required to be carried hereunder is not diminished, or (iii) a combination of the foregoing insurance programs. To the extent any deductible is permitted or allowed as part of any insurance policy carried by the Lot Owner in compliance with this Section, the Lot Owner shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided however, that in no event shall any deductible exceed \$25,000.00

Section 5: Property Insurance. The Association shall cause to be carried 100% full insurable replacement cost fire and extended coverage "all risk" property insurance on all buildings and improvements (included Common Area improvements) on all Lots in an amount at least sufficient to raze and demolish all the buildings and improvements located on such Lots. Any such insurance shall otherwise conform to the provisions with respect to insurance outlined in the previous section.

Section 6: Mutual Release. Each Owner and/or the Association (the "Releasing Party") hereby releases and waives for itself, and each person claiming by, through or under it, any other Owner (the "Released Party") from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Property, which loss or damage is of the type covered by the insurance required to be maintained herein, irrespective either of any negligence on the part of the Released Party which may have contributed to or cause such loss, or of the amount of such insurance required or actually carried, including any deductible or self insurance reserve.

Section 7: Waiver of Subrogation. The Owners, Occupants and Association each hereby waive any rights one may have against the other on account of any loss or damage occasioned to an individual Owner or Occupant, the Association, or its respective property, either real or personal, arising from any risk generally covered by fire and extended coverage insurance and from airy risk coverage by insurance then in effect. In addition, the Owners, Association and Occupants, for themselves and on behalf of their respective insurance companies, waive any right of subrogation that any insurance company may have against the Owners, Association and Occupants. The foregoing waivers of subrogation shall be operative only so long as available in the State of Wyoming and provide further that no policy of insurance is invalidated thereby.

ARTICLE IX

GENERAL PROVISIONS

Section 1: Covenants Running with the Land. This Declaration shall inure to the benefit of and be binding upon the Association, the Owners, their heirs, personal

representatives, successors and assigns, and each Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth.

Section 2: Term. Except as otherwise provided in this Declaration with respect to certain easements and other obligations which are to survive the expiration of this Declaration, this Declaration shall terminate and be of no further force or effect on that date which is sixty five (65) years from the date set forth in the initial paragraph of this Declaration.

Section 3: Default; Notice and Cure Period. In the event any party fails to perform an provision of this Declaration, which failure continues for a period of thirty (30) days after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default under this Declaration and any other party may thereafter institute legal action against the defaulting party for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law; provided, however, that the defaulting party shall not be deemed to be in default if such failure to perform cannot be reasonably be rectified within said thirty (30) day period and such party is diligently proceeding to rectify the particulars of such failure. The foregoing shall be in addition to any other remedies expressly provided for in this Declaration. Each Owner agrees by acquiring a Lot that the violation of an covenants, condition or restrictions in the Declaration may result in damages which are difficult or impossible to determine in amount, and therefore equitable remedies set forth herein, the Association shall be entitled to seek temporary and permanent injunctions against the breach of any of the provisions hereof. It is expressly agreed that no breach of or default under this Declaration shall entitle any party to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such party may have hereunder or by reason of any breach of or default under this Declaration or at law or equity.

Section 4: Amendment; Termination. This Declaration may not be modified or terminated in any respect whatsoever by the Lot Owner. The Association (or any successor Owner of the Property) may modify or terminate this Declaration, and then only written instrument duly executed and acknowledged by all the Lot Owners, duly recorded in the office of the recorder of the county in which the Parcels are located.

Section 5: Multiple Owners. If the Lot is owned by more than one person, then all of such persons shall agree among themselves by a fifty one percent (51%) majority of ownership interests and designate in writing to the other parties a single person or entity who is entitled to act as the Lot Owner for the Lot. If the Owners cannot agree who shall be entitled to act as the Lot Owner for the Lot, or if the Owners fail to designate the single person or entity who is entitled to act as the "party" for the Lot within (30) days after receipt of a request to do so from any other party, then such other parties shall designate one of the Owners to act as the "party" for the Lot.

Section 6: Notices. All notices given pursuant to this Declaration shall be in writing and shall be given by personal delivery, or by United States mail (certified, return receipt

requested), or by United States Express Mail or other established express delivery service (such as Federal Express, DHL, and United Parcel Service), postage or delivery charges prepaid, addressed to the person and address specified below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls in the county in which the Property is located. All notices to the Association shall be addressed as follows:

ARIEL APARTMENTS ASSOCIATION, INC.
c/o Calamity Development, LLC
1807 Capitol Avenue, Suite 105
Cheyenne, WY 82001

Each party may change the person and address to which notices are to be given, upon written notice to the other parties. All notices given pursuant to this Declaration shall be deemed given upon receipt. For the purposes of this Declaration, the term "receipt" shall mean the earliest of any of the following: (i) the date of delivery to the address specified pursuant to this section as shown on the return receipt; (ii) the date of actual receipt by the person or entity specified pursuant to this section; or (iii) in the case of refusal to accept delivery or the inability to deliver, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the refusal or notice of non-delivery by the sending party.

Section 7: Waiver. The failure of a party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach of default in the performance of any of the covenants, conditions and restrictions contained herein by the same or any other person or entity.

Section 8: Attorneys' Fees. If any party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party its reasonable costs and attorneys' fees (including costs and attorneys' fees on any appeal.)

Section 9: Partial Invalidity. If any term or provision of this Declaration or the application hereof to any person or circumstances shall to any extent to invalid or unenforceable, then the remainder of this Declaration and the application of such term or provision to other persons or circumstances shall be unaffected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

Section 10: No Partnership. The provisions of this Declaration are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership or any other similar relationship between the parties. Each party shall be considered a separate party and no party shall have the right to act for another, unless

expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

Section 11: *Joint and Several.* If any part hereto is composed of more than one person or entity, then the obligations of such party shall be joint and several.

Section 12: *Recording.* This Declaration shall be recorded in the office of the recorder of the Campbell County, Wyoming.

Section 13: *Time of Essence; Force Majeure.* Time is of the essence with respect to the performance of each obligation of this Declaration. Whenever performance is required by any person or entity hereunder, such person or entity shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of such person or entity, then the time for performance as herein specified shall be extended by the amount of the delay actually so caused. Notwithstanding the foregoing, the provisions of this Section shall not operate to excuse any person or entity from the prompt payment of any monies required by this Declaration to be paid.

Section 14: *Mortgagee Protection.* Any mortgage or assignment of rents recorded against any Lot shall be effective to assign to such Mortgagee such Lot Owner's proportionate distribution of the rents from the entire Property, after payment of expenses as set out above. It shall not entitle such Mortgagee to the gross rents or revenues from any specific lot. Notwithstanding anything in this Declaration to the contrary, no breach of this Declaration shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but this Declaration shall be binding upon and effective against any party hereto whose title is acquired by foreclosure, trustee's sale, deed or conveyance in lieu of foreclosure or otherwise.

Section 15: *Variances.* Where appropriate, the Association may, in its sole and subjective discretion grant variances to the provisions hereof that do not prejudice any specific Lot Owner, where strict adherence to the requirements of this Declaration would, in the judgment of the Association, cause undue hardship.

**IN WITNESS WHEREOF, THIS DECLARATION HAS BEEN EXECUTED AS
OF THE DATE AND YEAR FIRST ABOVE WRITTEN.**

DECLARANT

Ariel Apartments, Inc.
 A Wyoming Non-Profit Corporation
 By Calamity Development, LLC

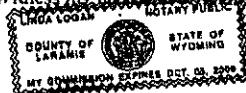
By: Eugene Engrav
 Eugene Engrav, Managing Member
 Calamity Development, LLC

ACKNOWLEDGEMENT

STATE OF WYOMING)
 COUNTY OF Laramie) SS

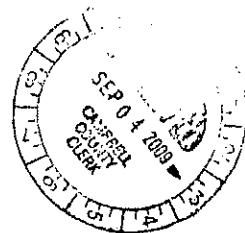
"On this 5th day of August, 2009, Eugene Engrav (whose identity was proven to me on the oath of Jeff Reffell, a credible witness by me duly sworn) (whose identity was proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he executed the same."

Witness my hand and seal.



Linda Logan
 Notary Public

My commission expires: October 5, 2009



832365 Recorded on 9/04/2009 at 3:20:00 Fee 41.00
 Book 2476 of PHOTOS
 Pages 608 to 818
 by: A. BRIDER
 Queen F. Saunders, Campbell County Clerk

RECORDED ✓
 ABSTRACTED ✓
 INDEXED ✓
 CHECKED ✓

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947551

**SUPPLEMENT TO THE
ADDENDUM TO THE
CORRECTED AND AMENDED
DECLARATION OF PROTECTIVE COVENANTS OF CALAMITY
DEVELOPMENT, LLC
FOR
ARIEL APARTMENTS ASSOCIATION, INC.**

This is a Supplement to the Addendum To The Corrected and Amended Declaration of Protective Covenants of Calamity Development, LLC for Ariel Apartments Association, Inc., dated August 11, 2010, and recorded on August 17, 2010 in the Campbell County Clerk records, Book 2559, Pages 588 through 590, which Addendum related to those certain Corrected and Amended Covenants of Calamity Development, LLC for Ariel Apartments Association, Inc. recorded on May 24, 2010 in the Campbell County Clerk records, Book 2539, Pages 441 through 460.

Declarants are the owners of the following real property (the "Property") located in the City of Gillette, Campbell County, Wyoming described as Ariel Apartments Planned Unit Residential Development, a resubdivision of Tract S of Moon Meadow Estates No.3, subdivision of the W ½ NE ¼ of Section 2, T49N R72W of the 6th P.M., City of Gillette, Campbell County, Wyoming, as depicted and described on the final plat recorded in the real estate records of Campbell County in Book 9 of Plat Maps Page 232 through 234, (hereinafter referred to as the "Plat").

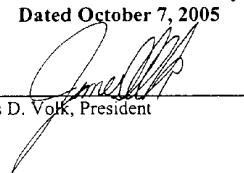
That certain Addendum referenced Exhibit A, the original of which is attached to this Supplement.

DECLARANTS

Ariel Apartments Association, Inc.
A Wyoming Non-Profit Corporation

By **Annie Fiduciary Corporation,
A Wyoming corporation, as
Trustee of Dukes Family Trust
Dated October 7, 2005**

James D. Volk, President



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Gillette Rental Company
A Wyoming corporation

By: *[Signature]*
G. Kevin Keller, President

G. Kevin Keller, Individually

Calamity Development, LLC
A Wyoming limited liability company

By: Annie Fiduciary Corporation, a Wyoming
Corporation, as Trustee of Dukes Family Trust dated October 7, 2005
Its; Managing Member

James D. Volk, President

ACKNOWLEDGEMENT

STATE OF WYOMING)
COUNTY OF LARAMIE)
) SS

"On this 22nd day of September, 2010, James D. Volk, President, Annie Fiduciary Corporation, a Wyoming corporation, as Trustee of Dukes Family Trust dated October 7, 2005, as Declarant, Ariel Apartments Association, Inc., a Wyoming Non-Profit Corporation, known to me to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he executed the same."

Witness my hand and official seal.



Paula Bryant
Notary Public

My commission expires: Sept 27, 2012

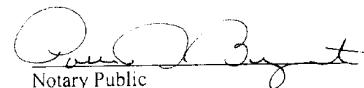
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STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

“On this 2nd day of September, 2010, G. Kevin Keller, President, Gillette Rental Company, a Wyoming corporation, as Declarant, Ariel Apartments Association, Inc., a Wyoming Non-Profit Corporation, known to me to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he executed the same.”

Witness my hand and official seal.

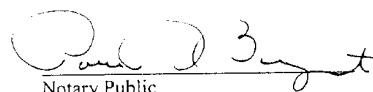

Notary Public

My commission expires: Sept 27, 2012

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

“On this 2nd day of September, 2010, G. Kevin Keller, Individually, as Declarant, Ariel Apartments Association, Inc., a Wyoming Non-Profit Corporation, known to me to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he executed the same.”

Witness my hand and official seal.


Notary Public

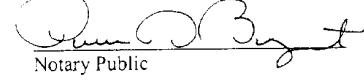
My commission expires: Sept 27, 2012

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

“On this 2nd day of September, 2010, James D. Volk, President, Annie Fiduciary Corporation, a Wyoming corporation, Trustee for Dukes Family Trust dated October 7, 2005, Managing Member of Calamity Development, LLC, a Wyoming limited liability company, as Declarant, Ariel Apartments Association, Inc., a Wyoming Non-Profit Corporation, known to me to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he executed the same.”

Witness my hand and official seal.

My commission expires: Sept 27, 2012


Notary Public

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SUPPLEMENT TO THE

ADDENDUM TO THE

CORRECTED AND AMENDED

DECLARATION OF PROTECTIVE COVENANTS OF CALAMITY
DEVELOPMENT, LLC
FOR
ARIEL APARTMENTS ASSOCIATION, INC.

EXHIBIT A

We, Paul Bowen and Eva Bowen, both individually and collectively agree to the recording of the Corrected and Amended Declaration of Protective Covenants of Calamity Development, LLC for Ariel Apartments Association, Inc. in regards to the following property:

"Ariel Apartments Planned Unit Residential Development, a resubdivision of Tract S of Moon Meadow Estates No. 3., subdivision of the W 1/2 NE 1/4 of Section 2 T49N R72W of the 6th P.M., City of Gillette, Campbell County, Wyoming, as depicted and described on the final plat recorded in the real estate records of Campbell County in Book 9 of Plat Maps Page 232 through 234, (hereinafter referred to as the "Plat").

Paul Bowen
Purchaser, Lot 11

Eva Bowen
Purchaser, Lot 11

947561 Recorded on 9/23/2010 at 1:00:00 Fee 17.00
Book 2568 of PHOTOS Pages 165 to 168
Susan F. Saunders, Campbell County Clerk by: P. SPARLING

RECORDED ✓
ABSTRACTED ✓
INDEXED ✓
CHECKED ✓