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**DECLARATION OF NORTH GILLETTE WAREHOUSE
CONDOMINIUMS ASSOCIATION, INC.**

THIS DECLARATION, made on the date hereinafter set forth by Northern Gillette Warehouse Condominiums, LLC, a Colorado corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Gillette, County of Campbell, State of Wyoming, which is more particularly described as:

Tract A of the First Interstate Bank of Riverton Subdivision, Campbell County, Wyoming, according to the official plat recorded September 15, 1988 in Book 5 of Plats, page 91 of the records of Campbell County, Wyoming.

On this property will be developed four (4) warehouse buildings known as Buildings A through D. Each building will have a varying number of individual warehouse units of various sizes. The warehouse buildings and individual warehouse units shall hereinafter be referred to as the "Properties".

AND, WHEREAS, in order to establish a general plan for the maintenance, improvement and development of the Properties, Declarant desires to subject the Properties to certain conditions, covenants and restrictions, upon and subject to which all of the Properties shall be held, improved and conveyed.

AND, WHEREAS, Declarant will convey the said Properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I.
DEFINITIONS

Section 1. The term "Association" shall mean and refer to the NORTH GILLETTE WAREHOUSE CONDOMINIUMS ASSOCIATION, INC., a non-profit Wyoming corporation, its successors and assigns.

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Section 2. The term "Board of Directors" or "Board", as used herein, shall mean and refer to the duly elected Board of Directors of the Association.

Section 3. The term "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area is more particularly described as follows:

All of that tract described in Page One of this Declaration of Covenants, Conditions, and Restrictions,

SAVE AND EXCEPT:

Warehouse Units A-1 through D-10, as shown on a Recorded Plat of North Gillette Warehouse Condominiums Planned Development in Book ____ of Plats, Page ____ of the Records of Campbell County, Wyoming; and,

all other areas not included within any Warehouse Unit.

Section 4. The term "Covenants", as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.

Section 5. The term "Declarant" shall mean and refer to Northern Gillette Warehouse Condominiums, LLC, its successors and assigns.

Section 6. The term "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Warehouse Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall not be considered the Owner of any Warehouse Condominium Unit for purposes of Article VI.

Section 7. The term "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 8. The term "Warehouse Unit" or "Unit" shall mean and refer to the interior square footage and air space of any one of the forty-four (44) separate Units depicted on the recorded Condominium Plat and which will be separately owned. The interior square footage and air space owned by the Owner shall mean any material inside of the inner edge of the innermost

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vertical wall studs or furring strips and below the lowest edge of the ceiling joists, rafters, or support members, including but not limited to:

- a. All interior sheeting, drywall or plastered surfaces;
- b. All cabinetry of any kind; and,
- c. All fixtures such as those used with, connected to, or are part of electrical, plumbing or heating systems.

All framing and structural components, mechanical systems, plumbing systems and electrical systems not contained within the innermost sheeting of any Unit shall remain the property of the Association, shall be deemed "Common Area", and shall be maintained by the Association as provided herein.

ARTICLE II. NATURE AND PURPOSE OF COVENANTS

The covenants, conditions and restrictions set forth in this Declaration constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability and attractiveness of the Units and Common Area for the benefit of all Owners of Units therein. These covenants, conditions, and restrictions are imposed upon Declarant and upon the Owners of all Units. Said covenants, conditions and restrictions are for the benefit of all Units, and shall bind the Owners of all such Units. Such covenants, conditions and restrictions shall be a burden upon and a benefit to not only the original Owner of each Unit but also his successors and assigns. All such covenants, conditions and restrictions are intended as and are hereby declared to be covenants running with the land or equitable servitudes upon the land, as the case may be.

ARTICLE III. USE OF STORAGE UNITS AND COMMON AREA

Section 1. Subject to the Declarant's rights and exemptions reserved throughout this Declaration, the Units shall be used only for the storage of legal, non-hazardous, non-toxic and non-flammable materials and substances and personal property. No Unit within the Properties may be used for residential purposes, either temporary or permanent in nature, or for business, commercial or industrial use, except that the Units may be used to store commercial, business or industrial equipment, vehicles, recreational vehicles, boats and/or supplies for use outside of the Properties. Except as provided for herein, storage of hazardous materials shall be strictly prohibited. "Hazardous Materials" shall mean any radioactive, hazardous, or toxic substances, material, waste

or similar term, including, but not limited to, oil, gasoline, or other spirits of a flammable nature, the presence of which within the Properties, or the discharge or emission of which upon the Properties, is prohibited or regulated by federal, state or local governmental law, ordinances, rules or regulations, or which require special handling in collection, storage, treatment or disposal pursuant to any governmental law. No above-ground or underground bulk storage of flammable liquids or gases or coal products will be permitted to be stored within the Properties. The Units may not be used as solid waste transfer stations, composting dumps, motor vehicle salvage, wrecking or dismantling yards, or for outdoor storage of any kind. Gasoline, diesel fuel and propane may only be stored in the fuel tanks of stored vehicles or in storage containers properly certified by Underwriters Laboratories. No more than ten gallons of gasoline, diesel fuel or propane may be stored in any Unit at one time. The Board of Directors of the Association may amend this provision to impose further use restrictions as they deem appropriate and necessary and in accordance with the rules contained herein.

Section 2. No animals, livestock, birds or poultry shall be raised, kept, or boarded within the Properties or any Unit thereof.

Section 3. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for Declarant and its employees, agents and contractors, to perform such reasonable activities, and to maintain upon portions of the Properties such facilities, as Declarant deems reasonably necessary or incidental to the development and construction of improvements. Notwithstanding the foregoing, Declarant shall not perform any activity or maintain any facility on any portion of the Units in such a way as to unreasonably interfere with or disturb any Owner or an Owner's Permitted Parties, or to unreasonably interfere with the use, enjoyment or access of such Owner or such Owner's Permitted Parties of and to his Unit and to a public right-of-way.

Section 4. Signs shall not be permitted to be posted on any Unit other than a "For Sale" sign or a "For Lease" sign not to exceed 18" by 24" in size and posted in accordance with local laws and regulations.

Section 5. No structure of a temporary character, trailer, tent, shack, shed, barn, motor home, mobile home, recreational vehicle or other structure shall be used on or in any Unit at any time as a residence, either temporarily or permanently.

Section 6. No oil drilling, oil development, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Unit, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any Unit or within five hundred (500) feet below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any Unit.

Section 7. All rubbish, trash and garbage shall be regularly removed from the Properties, and shall not be allowed to accumulate within the individual Units.

Section 8. No Owner of any Unit within the Properties shall be permitted to install or construct external radio and/or television antennas or satellite dishes or external air conditioning units or evaporative coolers which are mounted on or extend above the roof of any Unit within the Properties, unless with prior approval of the Board of Directors pursuant to the rules contained herein. Other than those improvements erected, constructed or installed by Declarant in its completion of the Properties, no exterior additions of any kind, alterations or decoration of any Unit shall be allowed without prior approval of the Board of Directors.

Section 9. The use of Common Area driveways shall be in accordance with rules and regulations adopted by the Board of Directors.

Section 10. The Common Area shall be maintained in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon.

(a) Use of Common Area. Subject to the rights of Declarant as provided in this Declaration, there shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area.

(b) Vehicular Parking, Storage and Repairs.

- (i) No vehicle shall be parked in any Common Area except that an Owner's vehicle may be parked directly in front of that Owner's Unit for the sole purpose of, and for so long as, the Owner is loading or unloading items into or out of his Unit.
- (ii) The Common Area may not be used as an outdoor storage, display or accommodation area for any house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat or accessories thereto, commercial truck, recreational vehicle, or any type of commercial

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van except as a temporary expedient for loading, delivery, or emergency. This restriction, however, shall not restrict trucks, vans or other commercial vehicles, which are necessary for the construction or maintenance of the Units, Common Area, other property, or any improvements.

- (iii) No vehicle may be parked in a location that blocks access to another Unit.
- (iv) No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked upon the Common Area. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, or other similar vehicle, which has not been driven under its own propulsion for a period of forty-eight (48) hours or longer, or which does not have an operable propulsion system installed therein, or which does not have a current license plate thereon.
- (v) In the event the Association shall determine that a vehicle is parked or stored in violation of this Section 10, then a written notice describing said vehicle shall be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained). If the vehicle is not removed within a reasonable time thereafter, as determined by the Association in its discretion from time to time, the Association shall have the right to order the removal of the vehicle (after compliance with municipal regulations concerning the removal of vehicles from private property) at the sole expense of the owner thereof.
- (vi) The maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, is not allowed within the Properties except inside an Owner's Unit.

Section 11. Any use, activity or practice which is a source of annoyance or embarrassment to, or which offends or disturbs, the Owner of any Unit or which interferes with the peaceful

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enjoyment or possession and proper use of any Unit, or any portion thereof, by its Owners, is strictly prohibited. As used herein, the term "nuisance" shall not include any activities of Declarant which are reasonably necessary to the development and construction of, and sales activities on, the Units; provided, however, that such activities of the Declarant shall not unreasonably interfere with any Owner's use and enjoyment of his Unit, or with any Owner's ingress and egress to or from his Unit and a public way.

Section 12. No storage of any kind shall be allowed outside of any Warehouse Unit. Trash, litter, junk, boxes, containers, bottles, cans, grass, shrubs or tree clippings, plant waste, implements, machinery, lumber, firewood, building materials, metal, bulk materials, equipment, scrap or debris of a quantity that poses a health or fire hazard to adjoining Units or Unit Owners shall not be permitted.

Section 13. Rules, regulations and/or policies concerning and governing the Units, Common Area, and/or the subject Properties may be adopted, amended or repealed from time to time by the Board of Directors, and the Board of Directors may establish and enforce penalties for the infraction thereof, including, without limitation, the levying and collecting of fines for the violation of any of such rules, regulations or policies.

Section 14. The term "lease," as used herein, shall include any agreement for the leasing or rental of a Unit, or any portion thereof, and shall specifically include, without limitation, month-to-month rentals and subleases. Any Owner shall have the right to lease his Unit, but all leases shall be in writing and all leases shall provide that the terms of the lease and lessee's occupancy of the leased premises shall be subject in all respects to the provisions of this Declaration, and the Articles of Incorporation, Bylaws and rules and regulations of the Association. Despite the existence of any such lease, Owner shall remain fully responsible for its lessee's compliance with this Declaration and Owner's obligations and liabilities under the terms of this Declaration shall not be assignable.

ARTICLE IV.
PROPERTY RIGHTS

Section 1. Every Owner shall have a right and easement in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following:

(a) The right of the Association to suspend the voting rights and right to use of any facility on the Common Area by an Owner for any period during which any assessment against

his Unit remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer has been recorded;

(c) Any easements and rights of access for utility lines as shown on the plat of North Gillette Warehouse Condominiums.

(d) The Association's Board of Directors retains full responsibility and authority over all Common Area; therefore, no Owner shall alter landscaping, erect structures or in any way change the appearance of the Common Area without the written consent of the Board.

(e) The right of the Association to promulgate, amend, repeal, re-enact or publish rules, policies and/or regulations affecting the Common Area, with which each Owner shall strictly comply;

(f) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area;

(g) The right of the Association to close or limit the use of the Common Area while maintaining, repairing and/or making replacement of any element of the Common Area;

(h) The right of the Association, through its Board of Directors, to enter into, make, perform or enforce any contracts, leases, agreements, licenses, easements and rights-of-way, for the use of the Common Area by Owners, their family members, guests and invitees, for any purposes the Board of Directors may deem to be useful, beneficial or otherwise appropriate.

Section 2. Any Owner may delegate, in accordance with the By-Laws and Covenants, his right of enjoyment to the Common Area and facilities to the member of his family, tenants, or contract purchasers who utilize their respective Unit.

Section 3. Ownership of each Unit shall entitle the Owner or Owners thereof to the right of ingress and egress in and upon the Entrance Area to each Unit, provided that any such Entrance Area shall remain a part of the Common Area and this provision shall not, in any way, vest ownership of any such Entrance Area in any Owner.

Section 4. The green belts shall be restricted to pedestrian and non-motorized vehicle use and shall be left open for the use of all Owners and their guests at all times.

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Section 5.

(a) Portions of the Common Area may be conveyed or subjected to a Mortgage by the Association only if Owners entitled to cast at least seventy-five percent (75%) of the votes in the Association, including seventy-five percent (75%) of the votes allocated to Units not owned by a Declarant, agree to that action.

(b) An agreement to convey Common Area or subject it to a Mortgage must be evidenced by the execution of an agreement, or ratification thereof, in the same manner as a deed, by the requisite number of Owners. The agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications thereof must be recorded in every County in which a portion of the subject Properties is situated and is not effective until it is recorded.

(c) The Association, on behalf of all Owners, may contract to convey an interest in the subject Properties pursuant to subsection (a) of this section, but the contract is not enforceable against the Association until approved, executed and ratified. Thereafter, the Association has all powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute deeds or other instruments.

(d) Unless in compliance with this section, any purported conveyance, encumbrance, judicial sale or other transfer of Common Area is void.

(e) A conveyance or encumbrance of Common Area pursuant to this section shall not deprive any Unit Owner of his rights of ingress and egress to his Unit.

(f) A conveyance or encumbrance of Common Area pursuant to this section does not affect the priority or validity of preexisting encumbrances.

Section 6. The Association may acquire, own and hold, for the use and benefit of all Owners, tangible and intangible personal property and real property for such uses and purposes as the Board of Directors may in its discretion deem appropriate from time to time, and may dispose of the same by sale or otherwise. The beneficial interest in any such property shall be deemed to be owned by the Owners in the same undivided proportion as their respective undivided interests in the Common Area. Such beneficial interest of an Owner shall not be transferable except with the transfer of that Owner's Unit. Transfer of a Unit, including transfer pursuant to foreclosure, shall transfer to the transferee ownership of the transferor's beneficial interest in such personal and/or real

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property in accordance with the purposes for which such property is intended and in accordance with such conditions, limitations, restrictions, and rules, policies and regulations as may be placed on any such property by the Board of Directors in its sole discretion from time to time, provided that such use by any Owner shall not hinder or encroach upon the lawful rights of other Owners.

ARTICLE V.
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A member(s) shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit;

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When ninety percent (90%) of the total Units depicted on the Condominium Plat are sold by the Declarant; or,
- (b) On December 31, 2011.

ARTICLE VI.
COVENANT FOR MAINTENANCE
ASSESSMENTS

Section 1. The Declarant, for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) semi-annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The semi-annual and special assessments, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such

property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. The assessments levied by the Association shall be used exclusively for the improvement, maintenance, repair and operation of the Common Area, including all mechanical, electrical and plumbing systems, situated upon the Properties. Semi-annual assessments may also be used for expenses for management and insurance premiums for insurance coverage as required by this Declaration. If approved by the Board of Directors, semi-annual assessments may also be used for: care of grounds within the Common Area; routine repairs and renovations within the Common Area; repair of any access or utility easements; wages; common water, gas or electricity or other utility charges; common security monitoring and fire monitoring services; legal and accounting fees; management fees; expenses and liabilities incurred by the Association under or by reason of this Declaration; and, the creation of a reasonable and adequate contingency, surplus or reserve fund for insurance deductibles and general, routine maintenance and repairs as needed by the Association.

Section 3. The Board of Directors shall adopt a budget for the Association and shall submit the budget to a vote of the Owners as provided herein no less frequently than annually. The Board of Directors shall levy and assess the semi-annual assessments in accordance with the annual budget. The budget may be revised as necessary from time to time. Semi-annual assessments may be raised or lowered by the Board of Directors as required to meet such revised budget. Without limiting the generality of the foregoing, it is expressly understood that the budget (and, accordingly, the semi-annual Assessments) shall be subject to modification due to the annexation of additional real estate to the subject Properties, by the withdrawal of Units, or by the creation of additional Units in accordance with the Declaration.

Within ninety (90) days after adoption of any proposed budget for the Association, the Board of Directors shall mail, by ordinary first class mail, or otherwise deliver a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than ten (10) nor more than fifty (50) days after mailing or other delivery of the summary. Unless at that meeting at least eighty percent (80%) of all Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is

rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

Section 4. All common expenses identified in the budget shall be allocated among the Unit Owners based upon the square footage of each Unit, and shall be payable by each Owner in semi-annual installments, in advance, and shall be due on the first day of January and the first day of July each calendar year. The omission or failure of the Association to fix the semi-annual assessment for any assessment period shall not be deemed a waiver, modification or release of the Owners from their obligation to pay the same. If the common expense liability is reallocated as a result of additional Owners purchasing Units, the semi-annual assessments and any installments thereof not yet due shall be recalculated in accordance with the reallocated common expense liability.

Section 5. In addition to the semi-annual assessments authorized herein, the Association may levy any special assessments, for a term of years as is determined, for the purpose of paying for, defraying or planning for, in whole or in part, the cost of operating deficit, loss or unbudgeted expense and/or unbudgeted costs, any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, exterior building surfaces, walks, roads, curbs, driveways, water or sewer system, light system, and other capital improvements. Notice of any special assessment must include the amount and due dates for the special assessment and must be sent to each Owner, in writing, at least thirty (30) days prior to the levy of such assessment. Special assessments must be allocated among each Owner equally.

For the purpose of capital improvements, the Association, through its Board of Directors, may enter into short- or long-term loans or other financing agreements and may grant a security interest or interests in the Common Area and in any special assessment levied or to be levied to secure the repayment of any such loan.

Any special assessment levied hereunder shall be used only for the purpose for which the assessment was approved by the membership and all funds collected pursuant to such special assessment shall be maintained in an account or accounts segregated from all other funds of the Association; provided, however, that any special assessment funds remaining after the payment in full of the costs of the capital improvement for which the special assessment was levied may be transferred to the general fund of the Association.

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Section 6. Each Owner who acquired a Unit from Declarant shall be required to pay his pro-rata share of the then current semi-annual assessment.

Section 7. Until the Association levies a semi-annual assessment, which shall commence at such time as the Board of Directors may determine in its discretion, the Declarant shall pay all common expenses. Upon the imposition of the first semi-annual assessment, the Declarant shall not be assessed a semi-annual assessment, but shall be required to pay the remaining balance of any common expenses not covered by the assessments collected from the then existing Owners. Any Owner purchasing a Unit between installment due dates shall pay a pro rata share of the last payment due according to the number of days in the calendar month of closing and number of months remaining in the Association's fiscal year. A sale or transfer of a Unit to a First Mortgagee by foreclosure, or deed in lieu thereof, shall not be deemed to be a sale which triggers the commencement of the semi-annual assessment.

Section 8. No Owner may waive or otherwise escape liability for any assessments by the non-use of the Common Area or the abandonment of its Unit.

Section 9. Special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly or annual basis.

Section 10.

(a) Delinquency. Any semi-annual or special assessment, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$50.00 per each delinquent assessment, plus interest at the rate of twenty-one percent (21%) per annum on such assessment.

(b) Creation of Lien. The amount of all delinquent regular and special assessments plus interest thereon and any expenses reasonably incurred in collecting and/or enforcing such assessments, including reasonable attorney's fees and costs, shall be and become a lien upon the Unit so assessed which shall attach to the Unit as of the time the Association causes to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which shall state:

- (i) the amount of the delinquent assessment and such related charges as may be authorized by this Declaration;

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- (ii) the name of the Owner of record or reputed Owner of the Unit;
- (iii) a description of the Unit against which the lien has been assessed.

The Notice of Assessment Lien shall be signed by at least one officer of the Association.

The assessment lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the Unit after the recordation of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be instituted to foreclose the lien until notice of intention to proceed to foreclose the lien has been delivered by the Association to the Owner of the Unit affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the Owners or the Association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage and convey such Unit upon its purchase. Upon payment of the full amount secured by an assessment lien, including all authorized charges in accordance with the foregoing, or upon any other satisfaction duly made in connection therewith, the Association shall cause to be recorded a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien. Any assessment lien as to any Unit shall at all times be subject and subordinate to any mortgage or deed of trust on the Unit which is created in good faith and for value and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a Unit, the interest in the Unit of the purchaser at the foreclosure sale may be subjected to a lien to secure assessments levied on the Unit in the same manner as provided above in this Article.

(c) Curing of Default. Upon the timely curing of any default for which a notice of claims or lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment of the defaulting Owner, of a fee to be determined by the Association, but not to exceed Seventy-Five Dollars (\$75.00) to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

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(d) Cumulative Remedies. The assessment lien and the rights to judicial foreclosure thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

(e) Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor any lien created hereby, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is deprived through foreclosure or trustee's sale, or otherwise.

Section 11. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. Upon receipt of written notification to the Association of the existence of a mortgage on any Unit by the holder thereof, the Association shall notify such holder of a mortgage, at the last known address of the holder, of any default by the Owner of such Unit in the performance of the Owner's obligations hereunder which is not cured within thirty (30) days.

ARTICLE VII. **MANAGEMENT**

Section 1. All powers relating to management, operation and maintenance of the Common Area, as well as certain rights, duties and powers relating to the Units as hereinafter set forth, shall be vested in the Association.

Section 2. The specific and primary purposes and powers of the Association are to own, manage and maintain the Common Area and to enforce the provisions set forth in this Declaration of Covenants, Conditions and Restrictions, and the Association Articles and By-Laws.

Section 3. The Association shall have the right and power to employ or engage a manager and other employees or agents and contract for such services, labor and materials as it may deem reasonably necessary to operate and maintain the Common Area and the improvements thereon and to discharge its other duties as herein provided. Any manager, agent or employee

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selected prior to the first annual election shall be employed to manage or work only until the first annual election, after initial organization, at which time the continuance of the same or the selection of a new manager or agent shall be determined by the Board of Directors elected at the first annual election. All contracts of the Association shall be limited in duration for a period of not more than one (1) year unless they contain reasonable cancellation provisions or have been approved by a vote of a majority of each class of Members of the Association.

Section 4. In addition to the duties and powers enumerated in its Articles of Incorporation and By-laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) Maintain the Common Area and any improvements thereon (including landscaping, furnishings and equipment related thereto) in a good, clean, attractive and sanitary order and repair.
- (b) Maintain the roofs and all exterior surfaces of each Warehouse Unit (with the exception of any doors to each individual Unit), including any necessary replacement or repair thereof.
- (c) Have the authority to obtain, for the benefit of all of the Common Area, water, gas and electric service and refuse collection; and (if not separately metered or charged) for the benefit of the Units.
- (d) Pay the taxes and assessments which are or could become a lien on the Common Area or some portion thereof.

Section 5. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each warehouse complex which is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, exterior building surfaces, walks, driveways and other exterior improvements; such exterior maintenance shall not include glass surfaces. Maintenance and repairs as provided for above are considered to be for normal wear.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be the responsibility of the Owner. In the event the Owner does not make the necessary repairs within a reasonable time, the Association retains the right to make such repairs. This expense shall be added

to and become a part of the assessment to which such Unit is subject. Section 11 of Article VI shall apply to this section as it pertains to non-payment of assessment.

Rights of access are hereby reserved to and granted the Association for such exterior maintenance as is provided by this section.

Section 6. The Association shall adopt reasonable rules relating to the use of the Common Area and any improvements thereon. A copy of such rules and of all amendments thereto shall be mailed to each Unit Owner, and a copy shall be posted in one or more places on the Common Area where the same may be conveniently inspected.

Section 7. The Association may do any and all other acts and things that a nonprofit corporation is empowered to do, which may be necessary, convenient or desirable in the administration of its affairs for the specific and primary purposes and meet its duties as herein set forth.

Section 8. The Association, through its Board of Directors, shall have the authority to delegate its powers to committees, officers of the Association or its employees.

ARTICLE VIII. INSURANCE

Section 1. In addition to the duties and powers enumerated in its Articles of Incorporation and By-laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Keep and maintain adequate fire and public liability insurance on all improvements located within the Common Area.

(b) Maintain and keep in force a policy of comprehensive public liability insurance insuring the Association against any liability arising out of the ownership, use, occupancy or maintenance of the Common Area and exterior of the Properties.

(c) Maintain and keep in force a master policy providing insurance coverage, covering loss or damage to the exterior building material of the Properties in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risk). For purposes of this provision, the following items are specifically excluded from the insurance coverage required to be maintained by the Association:

(i) The interior floor coverings of any Unit and of any kind;

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- (ii) The interior wall coverings of any Unit and of any kind;
- (iii) Any improvements and/or alterations that are part of the interior structure of any Unit; and,
- (iv) Any other building material inside of the inner edge of the interior vertical wall studs or furring strips and below the lowest edge of the ceiling joists, rafters, or support members, including, but not limited to:
 - a. All interior sheeting, drywall or plastered surfaces;
 - b. All cabinetry of any kind; and,
 - c. All fixtures such as those used with, connected to, or are part of electrical, plumbing or heating systems.

It shall be the responsibility of each Unit Owner to maintain contents coverage for all contents contained within his or her Unit to the extent not covered by the Association as described above and personal liability insurance coverage of not less than \$300,000 per occurrence. The Owner must also name the Association as an Additional Interest or Certificate Holder for notice purposes on each such policy and must provide proof of such insurance to the Association no later than the first day of February of each year, unless the Owner provides proof of continuous coverage. In the event any Owner fails to maintain insurance as provided herein or fails to provide proof of such insurance to the Association provided herein, the Association may, at its option, purchase such insurance as required by this Article. In that event, Owner shall repay the Association upon demand all such sums advanced for insurance, together with interest at the rate of twenty-one percent (21%) per annum from the date paid by the Association. Any sum advanced shall also become a lien on the property of the Owner pursuant to Article VI and may be enforced and collected in accordance with that provision.

(d) The insurance carrier shall bill the Association for the insurance required to be provided hereunder and the Association shall then assess each Unit Owner individually. Each Owner shall be assessed, equally, a pro rata share of the total cost of the insurance provided by the Association, plus a pro rata share of any deductible incurred by the Association as part of any insurance claim. Any amount assessed pursuant to this provision shall be in addition to the semi-annual assessment provided for herein. Any assessment for the cost of insurance provided by the

Association, or for deductibles incurred by the Association as part of any insurance claim, shall become a lien on the property of each Owner pursuant to Article VI and may be enforced and collected in accordance with that provision.

(e) The Board of Directors to effect the requirements set forth in paragraphs (a) through (e) shall invite bids from all qualified insurance agents. Ten (10) days after the mailing of the invitation to bid, the Board of Directors shall have the sole discretion to select the policy which they feel provides the best coverage for the Properties.

Section 2. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment.

(a) To the extent the Association settles claims for damages, it shall have the authority to assess negligent Owners causing such loss or benefitting from such repair or restoration all deductibles paid by the Association. In the event that more than any one (1) Unit is damaged by a loss, the Association, in its reasonable discretion, may assess each Owner a pro rata share of any deductible paid by the Association.

(b) Any loss to any Unit or to the Common Area which the Association has the duty to maintain, repair, and/or reconstruct, which falls within the deductible portion of such policy, shall be borne by the person who is responsible for the repair and maintenance of the property which is damaged or destroyed. In the event of a joint duty of repair and maintenance of the damaged or destroyed property, then the deductible may be apportioned among the persons sharing in such joint duty or may be partly or wholly borne by the Association, at the election of the Board of Directors. Notwithstanding the foregoing, after notice and hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of an Owner. Upon said determination by the Association, any such loss or portion thereof may be assessed to the Owner in question and the Association may collect the amount from said Owner in the same manner as any assessment.

ARTICLE IX. TITLE TO COMMON AREA

The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, prior to the conveyance of the first Unit in the Properties.

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ARTICLE X.
EASEMENTS

Section 1. This Declaration of Covenants, Conditions and Restrictions shall be subject to all easements heretofore or hereafter granted by the Declarant or its successors and assigns for the installation and maintenance of utilities and drainage facilities that are reasonably necessary to the development of the Properties.

Section 2. Easements through the Properties for installation and maintenance of utilities and drainage facilities are reserved as shown on the Recorded Plat of the Properties. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of these facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 3. Easements over and through the Units that are required in order that the Association may carry out its duties and powers as set forth in Article VII hereof are reserved by Declarant, its successors and assigns, for the benefit of the Association.

Section 4. The rights and duties of the Owners of the Units within the Properties with respect to sanitary sewer and water, electricity, gas, telephone and CATV lines and drainage facilities shall be governed by the following:

(a) Wherever water connections or electricity, gas, telephone or CATV lines are installed within the Properties, which connections, lines or facilities, or any portion thereof, lie in or upon a Unit owned by someone other than the Owner of the Unit served by said connections, lines or facilities, the Owner of each Unit served by said connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon the Units or to have utility companies enter upon the Units within the Properties in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever water connections, electricity, gas, telephone or CATV lines or facilities are installed within the Properties, which connections serve more than one Unit, the Owner of each Unit served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Unit.

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Section 5. Each Unit and its Owner within the Properties is hereby declared to have an easement, and the same is hereby granted by Declarant, over all adjoining Units and Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. In the event any Unit is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Unit agree that minor encroachments over adjoining Units shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. In addition, each Unit within the Properties is hereby declared to have an easement for overhanging roofs and eaves as originally constructed over each adjoining Unit and/or the Common Area and for the maintenance thereof. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Unit being serviced, shall pass with each conveyance of each said Unit, and shall be binding upon the heirs, executors and assigns of each Owner and the Declarant.

ARTICLE XI.
PARTY WALLS

Section 1. Each vertical wall stud which is built as a part of the original construction of the Units upon the Properties and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Any maintenance or repair required of any party wall shall be performed by the Association.

Section 3. Notwithstanding any other provision of this Article, any Owner(s), who by his or their negligent or willful act causes damage to any party wall, shall bear the entire cost of repairing any such wall. Said cost shall be and become a lien on that Owner(s) property and may be collected and enforced in the same manner as semi-annual assessments.

Section 4. In the event of a dispute between Owners concerning a party wall, each party shall choose one arbitrator; and such arbitrators shall choose one arbitrator; and conduct the

arbitration pursuant to the Uniform Arbitration Act, Wyoming Statutes 1977 (as amended), Section 1-36-103, et.seq.

ARTICLE XII.
OWNERSHIP AND TRANSFER

Section 1. Each Unit within the Properties shall be used pursuant to Article III, Section 1 for private storage purposes only.

Section 2. Each purchaser of a Unit will sign a declaration at the time of closing of said purchase containing the fact that the stated purpose for purchase of said Unit is for Owner's use for private storage purposes and not for residential or commercial use.

Section 3. For purposes of this Article, Paragraphs 1 and 2 only, the term Owner shall exclude the Declarant.

Section 4. Upon the sale, assignment, assumption or transfer of a Unit of an original Owner, including the above-named Declarant, the subsequent purchaser shall be required to sign the above-stated Declaration and abide by its terms.

Section 5. Nothing contained in this Article shall restrict an individual Owner from renting or leasing his Unit if he chooses not to sell his Unit to a subsequent purchaser.

ARTICLE XIII.
ARCHITECTURAL CONTROL

Section 1. No Unit may be altered in any way until the plans and specifications for the alteration, showing the location, elevation and grade lines of any such alteration, or such other description of the proposed work, shall be furnished to and approved in writing by the Board of Directors, or by an architectural committee composed of three or more representatives appointed by the Board. One set of such plans and specifications or other description shall be submitted to the Board or its architectural committee. The Board or its architectural committee, before giving such approval, may require that changes be made to comply with such requirements as the Board or its architectural committee, in its absolute discretion, may impose as to the structural features of any such alteration, the type of building material used, or other features or characteristics thereof not expressly covered by any of the provisions of this instrument. In the event the Board or its architectural committee shall fail to approve or disapprove any plans, specifications or work description submitted to it within thirty (30) days after such submission, then such approval shall be deemed to have been denied. No Owner may construct, repair, remove, improve or otherwise

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affect any portion of the Common Area in any manner unless specifically authorized in writing by the Board of Directors.

Section 2. Neither the Association, the Board of Directors, the architectural committee, nor any member thereof shall be responsible for structural or other defects of any kind or nature in said plans or specifications, or in the structures and improvements erected in accordance therewith.

ARTICLE XIV.
BREACH

Section 1. Breach of any of the Covenants contained in this Declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Owner, by the Association or the successors in interest of the Association.

Section 2. The result of every act or omission whereby any of the Covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any Owner, by the Association or its successors in interest.

Section 3. The remedies herein provided for breach of the Covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 4. The failure of the Association to enforce any of the Covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

Section 5. A breach of the Covenants contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any Unit or the improvements thereon; provided, however, that any subsequent Owner of such property shall be bound by said Covenants, whether such Owner's title was acquired by foreclosure, in a trustee's sale, or otherwise.

ARTICLE XV.
NOTICES

In each instance in which notice is to be given to the Owner of a Unit, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice to one or two or more Co-Owners of a Unit, or to any general partner of a partnership owning such a Unit, shall be deemed delivery to all of the Co-Owners or to the partnership, as the case may be, and personal delivery of the notice to any officer or agent for the service of process of a corporation

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owning such Unit shall be deemed delivery to the corporation, or such notice may be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Owner of such Unit at the most recent address furnished by such Owner in writing for the purpose of giving notice, and any notice so deposited in the mail within Campbell County, Wyoming, shall be deemed delivered forty-eight (48) hours after such deposit. Any notice to be given to the Association shall be delivered by the United States mail, certified or registered, postage prepaid, return receipt requested, and any notice so deposited in the mail within Campbell County, Wyoming, shall be deemed delivered forty-eight (48) hours after such deposit.

ARTICLE XVI.
DAMAGE OR DESTRUCTION

Section 1.

(a) Any portion of the subject Properties which is covered by a policy of insurance carried by the Association and which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (i) Initial construction of the Warehouse Condo project is terminated;
- (ii) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (iii) Eighty percent (80%) of the Owners, including every Owner of a Unit that will not be rebuilt, vote not to rebuild; or,
- (iv) Prior to the conveyance of any Unit to a person other than the Declarant, the holder of a deed of trust or mortgage, on the damaged portion of the Warehouse Condo rightfully demands all or a substantial part of the insurance proceeds.

(b) The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense.

Section 2. In the event of damage or destruction to all or a portion of the Common Area, due to fire or other adversity or disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damaged or destroyed area, the Association shall levy a special assessment in the aggregate amount of such insufficiency pursuant to Article VI, Section 4 hereof, but without approval of the Owners,

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and shall proceed to make such repairs or reconstruction. No distributions of insurance proceeds shall be made unless made jointly payable to the Owners and any Mortgagees of their respective Units. The assessment provided for herein shall be a debt of each Owner and a lien on his Unit and the improvements thereon, and may be enforced and collected in the same manner as any assessment provided for in this Declaration.

Section 3. If, due to casualty, or for any other reason, an individual Unit shall be destroyed or damaged, then the Owner thereof shall, within a reasonable time thereafter, commence and diligently pursue repair and reconstruction of the Unit, using any available personal insurance proceeds and personal funds of such Owner, unless the Common Area is not repaired and reconstructed as hereinabove provided. Any such repair or reconstruction plans shall first be submitted to the Association for approval.

ARTICLE XVII.
CITY'S EASEMENT

Declarant hereby grants to the City of Gillette easements over the Common Area for the following purposes: installation and maintenance of public utility lines and facilities and access for emergency and other vehicles associated with the various governmental services which will be furnished to the Properties by the City of Gillette.

ARTICLE XVIII.
CONFLICTS

In case of any conflict between this Declaration and the Articles of Incorporation or By-Laws of the Association, this Declaration shall control.

ARTICLE XIX.
GENERAL PROVISIONS

Section 1. Invalidity of any one of these covenants or restrictions by judgment or court order shall not affect any other provision which shall remain in full force and effect.

Section 2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the Unit Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Unit Owners. Any amendment must be recorded.

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Section 3. Additional storage property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of Members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal on this 3rd day of March, 2008.

NORTHERN GILLETTE WAREHOUSE
CONDOMINIUMS, LLC
DECLARANT

By: [Signature]

ATTEST:

STATE OF COLORADO)
) §
COUNTY OF DOUGLAS)

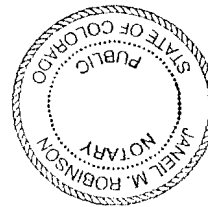
J. Anne Robinson, a Notary Public, do hereby certify on the 3rd day of March, 2008, John H. King, III personally appeared before me, who being by me first duly sworn severally declared that he is the person who signed the foregoing DECLARATION OF NORTH GILLETTE WAREHOUSE CONDOMINIUMS ASSOCIATION, INC.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year written above.

[Signature]
Notary Public in and for
Douglas County, Colorado

My Commission Expires
07/02/2011

My commission expires: _____



908651 Recorded on 3/26/2008 at 1.20.00 Fee 83.00
Book 2349 of PHOTOS Pages 528 to 553
Susan F. Saunders, Campbell County Clerk by: R. JORGENSEN

RECORDED
ABSTRACTED
INDEXED
CHECKED

931068

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NORTH GILLETTE WAREHOUSE CONDOMINIUMS ASSOCIATION, INC.**AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS,
DATED**

WHEREAS, Northern Gillette Warehouse Condominiums, LLC, on the 26th day of March, 2008, executed a Declaration of Covenants, Conditions and Restrictions for North Gillette Warehouse Condominiums Association, Inc. (hereinafter referred to as "Declaration"); and

WHEREAS, pursuant to Article XIX, Section 2 of the Declaration, Northern Gillette Warehouse Condominiums, LLC, desires to modify and amend Article VII, Section 4. of the Declaration as it pertains to taxes and assessments associated with the Common Area, by deleting paragraph (d) of Section 4, and incorporating a new Article IX, entitled TAXES ON COMMON AREA; and,

WHEREAS a ballot approving the amendment to the aforesaid Article was signed by not less than ninety percent (90%) of the lot owners within the North Gillette Warehouse Condominiums Association, Inc.

Tract A of the First Interstate Bank of Riverton Subdivision, Campbell County, Wyoming, according to the official plat recorded September 15, 1988 in Book 5 of Plats, page 91 of the records of Campbell County, Wyoming.

NOW, THEREFORE, know all men by these presents that the Declaration dated March 26, 2008, recorded in Book 2349 of Photos, Page 528, in the records of Campbell County, Wyoming, shall be amended and that from and after this date Article VII, Section 4 (d) shall be deleted from the Declaration, and a new Article IX, entitled TAXES ON COMMON AREA shall be incorporated into the Declaration as follows:

**ARTICLE IX.
TAXES ON COMMON AREA**

Any tax due on the Common Area shall be allocated on a pro rata basis among the Unit Owners based on the square footage of each Unit owned by the Unit Owner, and shall be payable by each Unit Owner in conjunction with each Unit Owner's property taxes.

All successive Articles shall be renumbered accordingly.

All other provisions of the Declaration of Covenants, Conditions and Restrictions shall remain in full force and effect.

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IN WITNESS WHEREOF, Northern Gillette Warehouse Condominiums, LLC has caused this Amendment to be executed this 4th day of August, 2009.

NORTHERN GILLETTE WAREHOUSE
CONDOMINIUMS, LLC

By:

John H. King III
John H. King III, Manager

By: Ground-Up Development, LLC, Manager

Justin D. Hlibichuk
By: Justin D. Hlibichuk, Manager

ATTEST:

STATE OF COLORADO)

COUNTY OF DOUGLAS)

I, Janel M. Robinson, a Notary Public, do hereby certify on the 4th day of August, 2009, John H. King III, and Justin D. Hlibichuk, personally appeared before me, who being by me first duly sworn severally declared that he is the person who signed the foregoing NORTH GILLETTE WAREHOUSE CONDOMINIUMS ASSOCIATION, INC. AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, DATED Manager of Northern Gillette Warehouse Condominiums, LLC ** Manager for Ground-Up Development, LLC

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year written above.



Janel M. Robinson
Notary Public in and for
Douglas County, Colorado

My Commission Expires
07/02/2011

931068 Recorded on 8/06/2009 at 8:56:00 Fee 11.00
Book 2469 of PHOTOS Pages 253 to 254
Susan F. Saunders, Campbell County Clerk by: P. SPARLING



RECORDED ✓
ABSTRACTED ✓
INDEXED ✓
CHECKED ✓

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