

954186**INITIAL****DECLARATION OF CONDOMINIUM
OF
CALAMITY LAND DEVELOPMENT, LLC
A WYOMING CORPORATION**

THIS DECLARATION made January ___, 2011, by Calamity Land Development, LLC a Wyoming Limited Liability Company, (the "Developer") for itself, its successors, grantees, and assigns.

1. Submission to Condominium Ownership. The purpose of this Declaration is to submit the land herein described and the improvements to be constructed thereon to the condominium form of ownership and use in the manner provided by Wyoming Statutes §34-20-101 through §34-20-104, herein called the "Condominium Ownership Act."

- (a) The name by which this condominium is be identified is Big Toy Storage LLC, of Building A, a condominium, herein called the condominium, and its address is 1807 Capital Ave, Suite 105, Cheyenne, Laramie County, Wyoming. *corporate*
- (b) The lands owned by the Developer which are hereby submitted to the condominium form of ownership are the following:

1498 Harvest Moon Drive, units one through nine, located within a portion of Lot 2, Block 1 of Moon Meadows Estates, Number 5, City of Gillette, Campbell County, Wyoming.

2. Definitions. The terms used herein and in the Bylaws (attached as Exhibit E) shall have the meanings stated in the Condominium Act and as follows:

- (a) "Individual Air Space Unit" means a single unit depicted on the Map and consisting of all enclosed rooms located in the Condominium Unit and bounded by the interior surfaces of the perimeter walls, floors, ceilings and doors thereof, together with all non-bearing walls, fixtures, and improvements therein contained. The interior surface of a perimeter door means the position at which such surface

of a perimeter door or window when such door is closed. The Individual Air Space Unit shall hereinafter be referred to as the "Unit."

Unit shall not include any of the structural components of the Building or utility or service lines located within the Unit but serving more than one Unit. Moreover, the Individual Air Space Unit shall not include the General Common Elements or any other part of the Buildings not expressly defined in this definition. The boundaries of each Unit are delineated and designated by an identifying number on the Map.

- (b) "Project" means the condominium community established by this Declaration known as the Big Toy Storage, LLC of Building "A" of Gillette, WY Condominiums.
- (c) "Map" means the Condominium plat, consisting of a Map of the land, a legal description thereof, a floor plan of each typical Unit within the Building, horizontal locations of boundaries of each Unit, unit identification numbers together with such other information as may be included thereof in the discretion of the Declarant. The Map is incorporated herein by this reference and filed with the clerk simultaneously herewith.
- (d) "Buildings" means the one (1) building located on the Real Property containing the Unit as shown on the Map.
- (e) "Condominium Unit", "Storage Unit", or "Unit" mean the same thing and refer to the fee simple interest and title in and to the Individual Air Space Unit and an undivided fee simple interest in the General Common Elements.
- (f) "Storage Owner" means the owner of the fee simple estate of the Individual Air Space Unit together with 11.1 percent fee simple interest in general common elements.
- (g) "General Common Elements" means and includes the land on which a building is located, including, but not limited to, the foundations, columns, girders, beams, supports, main walls, roofs, stairs, stairways, sidewalks, yards, walkways, driveways and parking lots; Installations of common services, if any, such as

electricity, power, light, water, heating, air conditioning, trash collection, and all other facilities on such land. The General Common Elements shall be owned as tenants in common, by the Owners of the separate Units, each owner of a Unit having an undivided interest in such General Common Elements as provided herein.

- (h) "Limited Common Elements" means those General Common Elements which are reserved for use by fewer than all the owners of the Individual Air Space Units.
- (i) "Association" means the Big Toy Storage Owners Association, and its successors or assigns.
- (j) "Common Expenses" include (1) expenses of administration, insurance, ad valorem taxes; expenses of maintenance, operation, repair, or replacement of the Common Elements, and of the portions of storage units to be maintained by the Association; (2) expenses declared Common Expenses by provisions of this Declaration or by the Bylaws; and (3) any valid charge against the condominium as a whole.
- (k) "Declaration" means this Declaration of Condominium of Big Toy Storage in which is defined the character, duration, rights, obligations and limitations of condominium ownership.
- (l) "Utility Services" construed with referenced to the condominium, and as used in this Declaration and the Bylaws shall include but not be limited to electric power.

3. Development Plans. The condominium is being developed according to the following plans:

- (a) The Final Plat of the condominium property is attached as Exhibit A.
- (b) The improvements shall be constructed by the Developer substantially in accordance with the plans and specifications therefore, which are attached hereto as Exhibit B. The condominium will include a building consisting of a ground floor. The building will contain nine (9) owners' storage units. Use of common elements including driveways and parking areas will be permitted according to

regulations of the Association.

(c) This Declaration may be amended by filing such additional plans as may be required to describe adequately the completion of improvements. Such completion may be shown by a certificate of an engineer certifying that the improvements have been constructed substantially as herein represented, or designating any changes made. Such plans or certificate when signed and acknowledged by the Developer shall in themselves constitute an amendment of this Declaration, notwithstanding the procedures for amendment described elsewhere in this Declaration.

(d) Easements are reserved through the condominium property as may be required for utility services.

4. Storage Unit Boundaries. A single unit shall be as depicted on the Map and consisting of all enclosed rooms located in the Condominium Unit and bounded by the interior surfaces of the perimeter walls, floors, ceilings and doors thereof, together with all non-bearing walls, fixtures, and improvements therein contained. The interior surface of a perimeter door means the position at which such surface of a perimeter door or window when such door is closed. The Individual Air Space Unit shall hereinafter be referred to as the "Unit."

Unit shall not include any of the structural components of the Building or utility or service lines located within the Unit but serving more than one Unit. Moreover, the Individual Air Space Unit shall not include the General Common Elements or any other part of the Buildings not expressly defined in this definition. The boundaries of each Unit are delineated and designated by an identifying number on the Map.

5. Description of Storage Units. The storage units of the condominium are more particularly described as follows: Big Toy Storage LLC of Building "A", units 1 through 9.

6. Maintenance and Alteration of Storage Units.

(a) The Association shall maintain, repair, and replace

(1) All portions of a storage unit, except interior surfaces, contributing to the support of the storage building, which portions shall include but not be limited to the outside walls of the storage building and all fixtures on the exterior thereof; boundary walls of the storage building; floor and ceiling slabs; and load-bearing columns and

load-bearing walls; and

- (2) all conduits, ducts, wiring, and other facilities for the furnishing of utility services which are contained in the portions of a storage unit maintained by the Association; and all such facilities contained within a storage unit which service part or parts of the condominium other than the storage unit within which contained.

All incidental damage caused to storage unit by such work shall be promptly repaired at the expense of the Association.

- (b) The responsibility of the storage unit owner shall be:

- (1) to maintain, repair, and replace at his expense all portions of his storage unit except the portions to be maintained, repaired, and replaced by the Association;
 - (2) not to paint or otherwise decorate or change the appearance of any portion of the exterior of the storage building; and
 - (3) to promptly report to the Association any defect or need for repairs the responsibility for which is that of the Association.
- (c) Except as elsewhere reserved to the Developer, neither a storage unit owner nor the Association shall make any alteration in the portions of a storage unit or storage building which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do anything which would jeopardize the safety or soundness of the storage building, or impair any easement, without first obtaining approval in writing of the Board of Directors of the Association. A copy of plans for all of such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

7. Maintenance and Alteration of Common Elements.

- (a) The Association shall be responsible for the operation and maintenance of the common elements, and shall pay for the cost and expense thereof.
- (b) After the completion of the improvements included in the common elements, contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common

elements without prior written approval by the owners of not less than fifty-one percent (51%) of the common elements except as provided by the Bylaws, but no such alteration or improvement shall interfere with the rights of any storage unit owner. There shall be no change in the shares and rights of a storage unit owner in the common elements which are altered or further improved, whether or not the storage unit owner contributes to the cost thereof.

8. Assessments.

- (a) Assessments against storage unit owners for common expenses shall be made pursuant to the Bylaws and shall be allocated as set forth in Paragraph 5 of this Declaration.
- (b) Assessments and installments thereon paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of 10% per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.
- (c) The lien for unpaid assessments provided by law shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.
- (d) In any foreclosure of a lien for assessments the owner of the storage unit subject to the lien shall be required to pay a reasonable rental for the storage unit, and the Association shall be entitled to the appointment of a receiver to collect such rental.

9. Association. The operation of the condominium shall be by the Association a corporation under the laws Wyoming, which shall be organized and shall fulfill its functions pursuant to the following provisions:

- (a) The members of the Association shall be the storage unit owners.
- (b) The Association shall be incorporated under Articles of Incorporation in the form attached as Exhibit D.
- (c) The Bylaws of the Association shall be in the form attached as Exhibit E.

- (d) Notwithstanding the duty of the Association to maintain and repair the Common Elements, the Association shall not be liable for injury or damage caused by any latent condition of the property that it is required to maintain and repair, nor for injury or damage caused by the elements or other owners or persons.
- (e) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his storage unit.
- (f) Whenever the decision of an storage unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

10. Insurance.

- (a) The Association shall purchase insurance policies upon the condominium property covering the items described in subparagraph (b) of this paragraph, for the benefit of the Association and the storage unit owners and their mortgagees as their interests may appear. Provision shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of storage unit owners. Such policies and endorsements shall be deposited with the Insurance Trustee, which shall hold them subject to the provisions of Paragraph 11.
- (b) Insurance shall cover the following:
 - (1) all buildings and improvements upon the land and all personal property included in the common elements in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to buildings similar to the buildings on the land, such as vandalism and malicious mischief;
 - (2) public liability in such amounts and with such coverage as shall be

required by the Board of Directors of the Association, and with cross liability endorsement to cover liabilities of the storage unit owners as a group to an storage unit owner;

- (3) director's and officer's insurance;
- (4) such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.
- (c) Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.
- (d) The Association is hereby irrevocably appointed agent for each storage unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

11. Responsibilities of Insurance Trustee.

- (a) All insurance policies purchased by the Association shall provide that proceeds covering property losses shall be paid to any bank in Wyoming which is selected by the Board of Directors of the Association as a trustee, which bank is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of policies, or for the failure to collect any insurance proceeds.
- (b) The Insurance Trustee shall receive such proceeds as are paid and hold them in trust for the benefit of the storage unit owners and their mortgagees as follows. An undivided share of such proceeds on account of damage to common elements shall be allocated to the storage unit owners according to their shares of the common elements set forth in Paragraph 5. Proceeds on account of storage units shall be held for the owners of damaged storage units in proportion to the cost of repairing the damage suffered by each storage unit owner, which cost shall be determined by the Association. If a mortgagee endorsement is issued as to an storage unit, the share of the storage unit owner shall be held in trust for the mortgagee and the storage unit owner as their respective interests may appear.
- (c) Proceeds of insurance policies received by the Insurance Trustee shall be

distributed as follows:

- (1) All expenses of the Insurance Trustee shall be first paid.
- (2) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be expended as provided in Paragraph 13. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to storage unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an storage unit and may be enforced by such mortgagee.
- (3) If it is determined as provided in Paragraph 13 that the damage for which the proceeds are paid shall not be reconstructed or repaired, or if there are excess proceeds remaining after a reconstruction and repair, the remaining proceeds shall be distributed to the beneficial owners, remittances to storage unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an storage unit and may be enforced by such mortgagee.
- (4) In making distribution to storage unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the storage unit owners and their respective shares of the distribution, and as to whether or not the building is to be reconstructed or repaired.

12. When Damaged Property is to be Reconstructed or Repaired.

- (a) If common elements are damaged, they shall be reconstructed or repaired, unless it is determined under Paragraph 18 that the condominium shall be terminated.
- (b) If the damaged property is the storage building, and if storage units to which forty percent (40%) or more of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined under Paragraph 18 that the condominium shall be terminated.
- (c) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the storage building, by the owners of not less than fifty percent (50%) of the common elements, including the owners of all damaged

storage units, which approval shall not be unreasonably withheld.

13. Responsibilities and Procedures as to Payment for Repairs.

- (a) If damage occurs only to those parts of an storage unit for which the responsibility of maintenance and repair is that of the storage unit owner, such owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.
- (b) Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the casualty.
- (c) If the insurance proceeds are not sufficient to defray the estimated costs of reconstruction and repair, assessments shall be made against the storage unit owners who own the damaged property, and against all storage unit owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Additional assessments may be made at any time during, or following the completion of, construction. Such assessments against storage unit owners for damage to storage units shall be in proportion to the cost of reconstruction and repair of their respective storage units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.
- (d) The Association shall deposit the sums paid upon assessments to meet such costs with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.
- (e) The proceeds from assessments and insurance received by the Insurance Trustee shall be disbursed as follows:
 - (1) The portion of insurance proceeds representing damage, the

reconstruction and repair of which is the responsibility of the storage unit owner, shall be paid by the Insurance Trustee to the storage unit owner or, if there is a mortgagee endorsement, then to the storage unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

- (2) The portion of insurance proceeds representing damage, the reconstruction and repair of which is the responsibility of the Association, shall be disbursed in payment of the costs of such repair and reconstruction in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Wyoming and employed by the Association to supervise the work.
- (3) The Insurance Trustee shall not be required to determine whether a disbursement is to be made, the identity of the payee, or the amount to be paid, but may rely upon a certificate of the Association stating such information.

14. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

- (a) Each of the storage units shall be used only by the owner, family members or guests, employees, agents, or lessees for storage purposes and for no other purpose. Examples of prohibited uses include the operation of a business out of a storage unit, selling goods out of a storage unit, and any activity whereby the unit is open to the public. Except as reserved to the Developer, no storage unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the storage units to be effected thereby.
- (b) The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the storage units.

- (c) No use or practice shall be permitted on the condominium property which is the source of annoyance to storage owners or which interferes with the peaceful possession and proper use of the property by its storage owners. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No storage unit owner shall permit any use of his storage unit or of the common elements which will increase the rate of insurance upon the condominium property. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. Storage Owners shall not cause or permit any hazardous substances (a substance which, by reason of being explosive, flammable, poisonous, corrosive, oxidizing, or otherwise harmful, is likely to cause death, injury, or damage) to be brought onto, spilled, leaked, disposed of, or otherwise released on or under the premises. The responsibility of meeting the requirements of governmental bodies that require maintenance, modification, or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned. No rooms may be rented or transient guests accommodated.
- (d) Neither the storage unit owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the storage units until the Developer has completed and sold all of the storage units. The Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of the property, and the display of signs.
- (e) The Association may make and amend, from time to time, reasonable regulations concerning the use of the condominium property. Such regulations shall be made and amended in the manner provided in the Association's Articles of Incorporation and Bylaws. The Association shall furnish copies of such regulations and amendments thereto to all storage unit owners and residents of the

condominium, upon their request.

15. Notice of Lien or Suit.

- (a) A storage unit owner shall give notice to the Association of every lien upon his storage unit, other than for permitted mortgages, taxes, and special assessments, within five days after the attaching of the lien. Failure to comply with this subparagraph will not affect the validity of any judicial sale.
- (b) Notice shall be given to the Association of every suit or other proceeding which may affect the title to his storage unit within five days after the storage unit owner receives knowledge thereof.

16. Compliance and Default.

- (a) Each storage unit owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation, Bylaws, and regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. A default shall entitle the Association or other storage unit owners to the relief described in subparagraph (b) of this paragraph in addition to the remedies provided by the Condominium Act.
- (b) A storage unit owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of an storage unit or its appurtenances. In any proceeding arising out of an storage unit owner's alleged default, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.
- (c) The failure of the Association or any storage unit owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the

Articles of Incorporation, the Bylaws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

17. Amendments. This Declaration may be amended in the following manner:

- (a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- (b) Either the Board of Directors or the members of the Association may propose a resolution adopting a proposed resolution. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by (1) not less than seventy percent (70%) of the entire membership of the Board of Directors and by not less than seventy percent (70%) of the votes of the entire membership of the Association; or (2) not less than eighty percent (80%) of the votes of the entire membership of the Association; or (3) until the first election of directors, only by all of the directors, provided the amendment does not increase the number of storage units nor alter the boundaries of the common elements.
- (c) No amendment shall discriminate against any storage unit owner or against any storage unit or class or group of storage units unless the storage unit owners so affected shall consent. No amendment shall change any storage unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the storage unit and all record owners of liens thereon shall join in the execution of the amendment.
- (d) A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Campbell County, Wyoming.

18. Termination. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

- (a) If it is determined under Paragraph 12(e) that the storage building shall not be

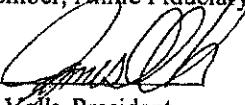
reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

- (b) The condominium may be terminated at any time by the written approval of all of the owners of the condominium, and by all record owners of liens thereon.
 - (c) The termination of the condominium shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Campbell County, Wyoming.
 - (d) After termination of the condominium the storage unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the storage unit owners. Such undivided shares of the storage unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' storage units prior to the termination.
19. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or word, or other provision of this Declaration and the Articles of Incorporation, Bylaws, and regulations of the Association shall not affect the validity of the remaining portions thereof.

In witness whereof the Developer has executed this Declaration the day and year first above written.

Calamity Development, LLC, a Wyoming, limited liability company

By its Member, Annie Fiduciary Corporation:

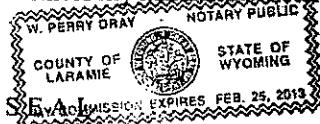

James D. Volk, President
Annie Fiduciary Corporation, a Wyoming Corporation
As Trustee of Dukes Family Trust dated October 7, 2005

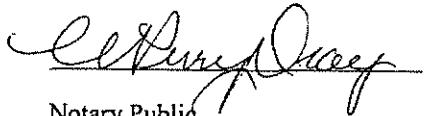
Witness

STATE OF WYOMING)
)SS
COUNTY OF LARAMIE)

On this 31st day of January 2011, before me personally appeared Calamity Development, LLC, a Wyoming limited liability company, by its Member, Annie Fiduciary Corporation, a Wyoming Corporation, by James D. Volk, President, Annie Fiduciary Corporation, as Trustee of Dukes Family Trust dated October 7, 2005, to me personally known, who being by me duly sworn, did say that he is the President of Annie Fiduciary Corporation, and that said instrument was signed and sealed on behalf of said company by its officers and acknowledged said instrument to be the free act and deed of said company.

Witness my hand and official seal.




Notary Public

My commission expires:

1021773

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**AMENDMENT OF THE INITIAL
DECLARATION OF CONDOMINIUM
OF
CALAMITY LAND DEVELOPMENT, LLC
A WYOMING CORPORATION**

WHEREAS, on or about January 31, 2011, Calamity Development, LLC, a Wyoming limited liability company, as Developer, did create the "Initial Declaration of Condominium of Calamity Land Development, LLC, a Wyoming Corporation" (herein "Initial Declaration of Condominium") said document being recorded February 25, 2011, at Book 2612 of Photos, Pages 298 through 329 of the records of the Campbell County Clerk; and,

WHEREAS, all lands in the Condominium owned by the Developer have been sold and the Condominium, pursuant to the Initial Declaration of Condominium, is being operated by Big Toy Storage Owners Association, (herein "Association"), a Wyoming Corporation, and its current address is 800 Clarion Drive, Gillette, Wyoming 82718; and,

WHEREAS, the Association desires to amend the Initial Declaration of Condominium and by Resolution unanimously approved by the members of the Association, did authorize Gregory Dougherty, as president of the Association, and Kenneth Kehn, as Secretary, to sign this amendment on behalf of the Association.

Now, pursuant to paragraph 17, "Amendment" of the Initial Declaration of Condominium, the legal description included in paragraph 1(b) of the Initial Declaration of Condominium is hereby amended to replace the original legal description with the following:

Lot 2A, Resubdivision of Lots 1 and 2 of Moon Meadow Estates, No. 5, a resubdivision of Tract R, Moon Meadow Estates No. 3 and a portion of the W½NE¼ of Section 2, T49N, R72W, of the 6th P.M., City of Gillette, Campbell County, Wyoming.

In all other respects, the Initial Declaration of Condominium is ratified and shall remain in full force and effect.

Dated this 13th day of April, 2016.

**BIG TOY STORAGE OWNERS
ASSOCIATION, a Wyoming Corporation**

Gregory Dougherty, President
Gregory Dougherty, President

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Kenneth Kehn, Secretary

STATE OF WYOMING)
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COUNTY OF CAMPBELL)

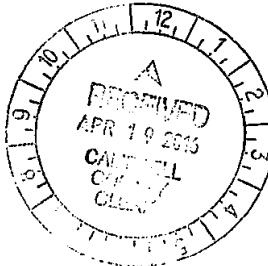
The above and foregoing Amendment was acknowledged before me by Gregory Dougherty, President of Big Toy Storage Owners Association, and by Kenneth Kehn, Secretary of Big Toy Storage Owners Association, on this 15th day of April, 2016.

WITNESS my hand and official seal.




Annette Hauschild
Notary Public

My commission expires: August 8, 2016



RECORDED
ABSTRACTED
INDEXED
CHECKED

1021773 Recorded on 4/19/2016 at 12:02:00 Fee 15.00
Book 3017 of PHOTOS Pages 585 to 586
Susan F. Saunders, Campbell County Clerk by: M. COLEMAN