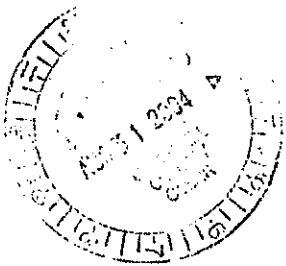


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**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR
THE COUNTRY CLUB VILLAS
CONDOMINIUMS**



**DECLARATION OF COVENANTS CONDITIONS AND
RESTRICTIONS FOR THE
COUNTRY CLUB VILLAS CONDOMINIUMS**

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**DECLARATION OF COVENANTS CONDITIONS AND
RESTRICTIONS FOR THE
COUNTRY CLUB VILLAS CONDOMINIUMS**

THIS DECLARATION is made this 16th day of August, 2004, by Country Club Villas LLC, a Wyoming Limited Liability Company ("Declarant"), pursuant to the Condominium Ownership Act, under Wyoming Statute §34-20-101 et seq.

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real estate situated in the Town of Gillette, County of Campbell, and State of Wyoming, legally described as Tract D a Resubdivision of Lot1 Tract D , Country Club Estates, Phase 1. Campbell County, Wyoming together with all buildings and improvements constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate (the "Property"); and

WHEREAS, Declarant desires to submit the Property to the Act,

NOW, THEREFORE, Declarant, as the owner of the Property, hereby declares as follows:

**ARTICLE I.
DEFINITIONS**

Definitions. As used herein, the following words and terms shall have the following meanings:

1.1. Act. The Condominium Ownership Act, Wyoming Statute §34-20-101 et. seq.

1.2. Board. The Board of Directors of the Condominium Association.

1.3. Bylaws. The Bylaws of the Condominium Association.

1.4. Condominium. The condominium created by this Declaration.

1.5. Condominium Association. Country Club Villas Homeowners Association, a nonprofit mutual benefit corporation organized under Wyoming Statute §17-19-101 et. seq.

1.6. Condominium Plat. The subsequent and progressive plats as of Country Club Villas recorded with the Campbell County Clerk, as the individual buildings are constructed.

1.7. General Common Elements. The General Common Elements as described in Section 3.1 below.

1.8. Limited Common Elements. Those portions of the General Common Elements as described by Wyoming Statute §34-20-103 for the exclusive use of one or more but fewer than all of the Units, and any limited common elements specifically allocated to Units as shown on the Condominium Plat, such as the patios associated with each individual unit.

1.9. Occupant. Any person or persons in possession of a Unit, including Unit Owners, lessees, guests, agents, employees and invitees of such person or persons.

1.10. Owner. The Owner of a Unit as identified on the most recent deed of record filed in the office of the Campbell County Clerk.

1.11. Property. The property is described as Tract D a Resubdivision of Lot1 Tract D , Country Club Estates, Phase 1. Campbell County, Wyoming

1.12. Special Declarant Rights. Reserved Rights. Declarant hereby reserves the right to perform the acts and exercise the rights as hereinafter specified until such time as he has filed a certificate in the records of the County Clerk certifying that the development is complete, or that he is relinquishing his rights of Special Declarant Rights as are given in this document. The Declarant's reserved rights include the following:

- A. Completion of Improvements. The right to complete the improvements as per the plan described in paragraph N, including, without limitation, the final construction of the additional buildings provided for herein, together with completion of the general common and limited common elements applicable thereto.
- B. Right to Partition or Subdivide. Until the Declarant has conveyed a condominium unit to a third party, the Declarant shall have the right to partition or subdivide such condominium unit owned by it.
- C. Exercise of Development Rights. The right to exercise any Development right reserved in these Declarations.
- D. Sales Management and Marketing. The right to maintain sales offices, management offices, signs advertising the entire Development, in one or more of more individual units.
- E. Construction Easements. The right to use easements through the general common and limited common elements for the purpose of making improvements within the Development or within the Property.
- F. Control of Association and its Board of Directors. The right to appoint or remove any officer or director of the Association until such time as he has filed a certificate in the records of the County Clerk certifying that the development is complete, or that he is relinquishing his Special Declarant Rights as are given in this document.
- G. Amendment of Declaration. The right to amend the Declaration in connection with the exercise of the completion of improvements or any other development rights.
- H. Progressive Supplemental Plats. The right to file subsequent amended, or supplemental, plats in connection with the phased construction of the buildings provided for herein and the exercise of any development rights.
- I. Dedications. The right to establish, from time to time, by dedication or otherwise, utility and other easements for purposes including, but not limited to, streets, paths, walkways, drainage areas, parking areas, utility installation areas, and to create other reservations, exceptions and exclusions for the

benefit of and to serve the condominium unit owners within the Development

J. Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of the general common elements or limited common elements or other facilities which may or may not be part of the Development for the benefit of the condominium unit owners and/or the Association.

K. Other Rights. The right to exercise any other rights created by any other provision of these Declarations, or reasonably necessary to accomplish Declarant's goal of developing the property to include the number of units described herein as the planned phased construction.

L. Rights Transferable. Any right the Declarant created or reserved hereunder for the benefit of the Declarant may be transferred to any person or other entity by an instrument describing the right transferred and recorded with the Campbell County Clerk, Campbell County, Wyoming.

M. Power of Attorney. Each owner hereby irrevocably appoints the Declarant or its successor as its attorney-in-fact with a limited power of Attorney to exercise any powers necessary for the full development of the project and unit allocations to conform to the appropriate percentages of the increased General Common Elements.

N. Development and Withdrawal Rights. The Declarant expressly reserves the right to construct the condominium units in a phased construction manner, said condominium units to be located in the proposed ten buildings together with the phased construction of the general common and limited common elements on all or any portion of the property. The Declarant expressly reserves the right to partition or subdivide a condominium unit prior to its being conveyed to third parties. The Declarant may exercise its phased construction development rights on all or any portion of the property in whatever order the Declarant, in its sole discretion, determines. The consent of the existing condominium unit owners or mortgagees shall not be required for such development construction (including any partition or subdivision of a condominium unit prior to it being conveyed to third parties) and the Declarant may proceed with such construction without limitation at its sole option.

O. The Declarant expressly reserves the right to withdraw all or any portion of the Real Estate from the provisions of these Declarations by recording a document evidencing such withdrawal in the offices of the Campbell County Clerk for Campbell County, Wyoming, provided, however, that no building or applicable portion of the Real Estate may be withdrawn after a condominium unit within that building has been conveyed to a purchaser. The property withdrawn from the provisions of these Declarations shall be subject to whatever easements, and rights of ingress and egress, if any, are reasonably necessary for access to or operation of the remaining Development.

P. Allocation of Interest in General Common and Limited Common Elements and Expenses. As the Declarant completes the phased construction of buildings provided for and the individual condominium units within said buildings and at such time as these individual condominium units are suitable for occupancy as determined in the sole discretion of the Declarant, the Declarant shall have the right to record a supplement to this Declaration setting forth the specific condominiums that are ready for occupancy. The approval or signature of no other person, entities, or condominium unit owners shall be required to such amendments to these Declarations or supplement or amendments or accompanying Plat. The allocation of these condominiums of an undivided interest in the general common and the limited common elements and the pro rata obligation of expenses to maintain the general common elements and the limited common elements among the total number of condominiums constructed at the time of such Supplement may initially be determined by the Declarant at the time of such Supplement and certified by the Declarant to the Campbell County Tax Assessor pursuant to Section 34-20-101 of the Wyoming Statutes Annotated 2001, as amended.

The Declarant or the Board of Directors of the Association shall have the right to reallocate such interest from time to time as the phased construction of the buildings provided for is completed. These allocated and reallocated interests in the general common elements and the limited common elements, as the Development may be expanded from time to time, shall be based on the relative square footage of the exterior of each of the condominium units to the total square footage of all condominium units completed in the development from time to time, and /or on such other information as the Declarant or the Board of Directors shall reasonably

determine to be relevant to the allocation or reallocation. The Declarant shall certify to the purchaser of any condominium unit, at the time of said purchase, the specific allocated or reallocated interest in the general common and limited common elements appurtenant to the purchaser's condominium unit and thereafter as additional condominium units are constructed, the Declarant or Board of Directors shall certify to the owner of each condominium unit such reallocated interest as may be applicable from time to time.

(1) Declarant shall, contemporaneously with the amendment of the Declaration, file a subsequent amended, or supplemental Plat showing the location of additional improvements constructed on the Development.

(2) Recording of Supplements. Recording of amendments to the Declaration and subsequent amended, or supplemental, Plats in the office of the County Clerk for Campbell County, Wyoming, shall automatically:

a. Vest in each existing condominium unit owner the allocated or reallocated undivided interests in the general common and limited common elements appurtenant to his condominium unit; and,

b. Vest in each existing mortgagee a perfected security interest in the reallocated allocated interests appurtenant to the encumbered condominium unit.

c. All conveyances of condominium units shall be effective to transfer an undivided interest in the general and limited common elements as the same may be allocated or reallocated from time to time hereafter in accordance with these Declarations, whether or not reference is made to any amendment to the Declaration or supplement to the Plat. Reference to the Declaration and Plat in any instrument shall be deemed to include all amendments to the Declaration and supplements to the Plat without specific reference thereto.

O. Construction Easement. Declarant expressly reserves the right to perform warranty work, repairs and construction work, and to store materials in secure areas, in condominium units, and in general common elements, and the future right to control such work and repairs, and the right of access thereto until its completion. All work may be performed by Declarant

without the consent or approval of any condominium unit owner or mortgagee. Declarant has such an easement through the general common elements as may be reasonably necessary for the purpose of discharging Declarant's obligations and exercising Declarant's reserved rights in these Declarations. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Real Estate for the purpose of furnishing utility and other services to buildings and condominium units to be constructed on the Real Estate. Declarant's reserved construction easement includes the right to grant easements to public utility companies and to convey improvements within those easements anywhere in the general common elements not occupied by an improvement containing condominium units.

R. Transfer of Development Rights. Any right of the Declarant reserved under this Article may be transferred to any other person or entity by an instrument describing the right transferred and recorded in Campbell County, Wyoming.

1.13. Unit or Condominium Unit. Those certain individual air spaces as designated and delineated on the Condominium Plat.

1.14. General. All capitalized terms used herein, and not defined herein, shall have the meaning given to such terms in the Act, unless the context clearly indicates otherwise.

ARTICLE II. SUBMISSION OF PROPERTY TO THE ACT

2.1. Submission. Declarant hereby submits the Property to the Act.

2.2. Name. The Condominium shall hereafter be known as the "Country Club Villas".

2.3. Division of Property into Separately Owned Units. Declarant, pursuant to the Act, establishes a plan of condominium ownership for the Condominiums. The Declarant expects to construct Units 1-10 A and B (twenty separate units) on the property, unless the project is earlier called complete by a declaration filed by the Declarant.

2.4 Unit Allocations. The allocations to each Unit of a percentage of undivided interest in the General Common Elements and its responsibility for a percentage of the Common Expenses.

The Association shall have two classes of voting membership:

Class A. Class A members 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. The 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 when the Declarant no longer owns any Units.

2.5. Apportionment and Assessment of Taxes. The real estate taxes, assessments and other charges of the State of Wyoming or other political subdivision or any special improvement district or any other taxing or assessing authority shall be assessed against and collected on each Unit, each of which shall be carried on the tax books of the Campbell County Assessor as separate and distinct parcel for the purpose and not on the building or the Property as a whole. The valuation of the General Common Elements shall be assessed equally upon each individual Unit. Appropriate written notice shall be delivered to the Campbell County Assessor for these purposes and such other action shall be taken to effectuate the foregoing purposes to tax the Units separately including their proportionate share of the General Common Elements.

ARTICLE III. GENERAL COMMON ELEMENTS AND UNITS

3.1. Description. Except as otherwise in this Declaration provided, the General Common Elements shall consist of all portions of the Property, except the Units and the Limited Common Elements. Without limiting the generality of the foregoing, the General Common Elements shall include those areas outside the front door and patio areas, including the cul-de-sac, grass and parking area, central parking area, walkways, lawns, landscaping, exterior surfaces of buildings, and the private drive serving the condominium. Each owner shall own an undivided interest in the General Common Elements as a tenant in common with all the other owners of the Property, and, except as otherwise limited in this Declaration, shall

have the right to use the General Common Elements for all purposes incident to the use and occupancy of his Unit which right shall be appurtenant to the Unit.

3.2. No Severance of Ownership. No deed, mortgage, lease or other instrument affecting title to his Unit ownership shall pass an interest without including ownership in the General Common Elements.

3.3. Easements. (a) *Encroachments.* In the event that, by reason of the construction, reconstruction, settlement or shifting of the building, or the design or construction of any Unit, any part of the General Common Elements encroaches or shall hereafter encroach or shall hereafter encroach upon any part of the Limited Common Elements or any other Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts, or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space shall exist for the benefit of such Unit and the General Common Elements, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the General Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

(b) *Easements for Certain Utilities.* The Board may hereafter grant easements for utility purposes for the benefit of the Units and the Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, and wires over, under, along and on any portion of the General Common Elements; and each Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge, and record, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing.

(c) *Easements to Run With Land.* All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successor and assigns, and any owner, purchaser, mortgagee and other person having an interest in the Property or any part of portion thereof.

3.4. Use of General Common Elements. (a) *Regulation by Board.* No person shall use the General Common Elements or any part thereof in any manner

contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be adopted by the Board.

(b) *Management, Maintenance, Repairs, Alterations, and Improvements.* Except as otherwise provided herein, the management, repair, alteration and improvement of the General Common Elements shall be the responsibility of the Board. The Board may delegate all or any portions of this authority to discharge such responsibility to a manager or managing agent.

(c) *Use of General Common Elements.* Subject to the rules and regulations from time to time promulgated by the Board, all Owners may use the General Common Elements in such manner as will not restrict, interfere with, or impede the use thereof by the other Owners, except as follows:

(1) *Appurtenances.* Each owner is hereby granted an exclusive and irrevocable license to use and enjoy the appurtenances to his Unit, which shall include the 2-foot space adjacent to the patio.

(2) *Parking Areas.* All parking areas as shown on the Condominium Plat shall constitute Common Elements. The side of the driveway immediately adjacent to each Unit shall be designated for use by the Occupants of the Unit in that building. Cul-de-sac and street parking is reserved for Condominium guests. No vehicle shall be parked for longer than a 24-hour period in the cul-de-sac or on the street.

3.5. Maintenance of Units. (a) *By the Board.* The Board, at the Condominium Association's expense, shall be responsible for the maintenance, repair and replacement of those portions of each Unit, which contribute to the support of the building, excluding, however, interior walls, ceiling and floor surfaces. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified above in Section 3.3, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner.

(b) *By Each Owner.* The responsibility of each Owner shall be as follows:

(1) to maintain, repair, and replace at his expense all portions of his Unit, and all internal installations of such Unit such as appliances, heating, plumbing electrical, and air conditioning fixtures, or installations, crawlspace circulation

fans, and any portion of any other utility service facilities located within the Unit boundaries.

(2) to maintain, repair and replace at his expense such portions of the appurtenances to his Unit and of any exclusive use area licensed, granted or otherwise assigned to such Owner. Each Owner shall be responsible for the repair, maintenance and appearance of all patios, and the two-foot area adjacent to the patio which is appurtenant to his Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear.

(3) to perform his responsibilities in such a manner as not to unreasonably disturb other persons occupying the building;

(4) not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the Unit, unless the written consent of the Board is obtained;

(5) to promptly report to the Board or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Board; and

(6) not to make any alterations in the portions of the Unit or the building which are to be maintained by the Board or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the directors of the Board, nor shall any Owner impair any easement without first obtaining the written consents of the Board and of the Owner or Owners for whose benefit such easements exist.

(c) *No Contractual Liability of Board.* Nothing herein contained however, shall be construed so as to impose a contractual liability upon the Board for maintenance, repair and replacement; the Board's liability shall be limited to damages resulting from willful or wanton misconduct or gross negligence and shall further be limited by the Wyoming statutes Section 1-1-125.

3.6. Repairs to General Common Elements Necessitated by Owner's Acts. Each Owner agrees to maintain, repair and replace at his expense all portions of the General Common Elements which may be damaged or destroyed by reason of his own or any Occupant's act or neglect, or by the act or neglect of any invitee, licensee or guest of such Owner or Occupant.

3.7. Shared Utilities. Although it is intended that all utility services for each Unit will be separately metered, in the event of utilities shared by more than one Unit, the Condominium Association shall pay the utility charge, excluding hookups, and pro-rate it against the applicable Units. Such payments may be collected by Condominium Association as assessments under Article VI.

ARTICLE IV. UNIT OWNERS

4.1. Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "voting member." Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy.

The Association shall have two classes of voting membership:

Class A. Class A members 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. The 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 when the Declarant no longer owns any Units

4.2. Annual Meetings. The initial meeting of the voting members shall be held upon written notice given by Declarant when the sales of at least 50% of the Units (including future annexed Units) have been consummated. Thereafter, there shall be an annual meeting of the voting members on the third Wednesday of June of each succeeding year thereafter at 7:00 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than five

(5) days prior to the date fixed for said meeting.

4.3. Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members having one-fourth (1/4) of the total votes, and delivered not less than five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered. Emergency meetings may be called upon notice that is reasonable under the circumstances.

4.4. Notice of Meeting. The notice of meeting required to be given herein may be delivered either personally, by mail, e-mail or facsimile to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of serving of such notice.

4.5. Place of Meeting. Meetings of the voting members shall be held at 208 Overland Trail, Gillette Wyoming, or at such other place in Campbell County, Wyoming as may be designated in the notice of meeting.

4.6. Quorum; Majority Vote. The presence in person or by proxy at any meeting of the voting members having one third of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

4.7. Adjournment of Meeting. If any meeting of the voting members cannot be held because a quorum has not attended, a majority of the voting members who are present at such meeting, either in person or by proxy, may adjourn the meeting from time to time for a period not exceeding seven (7) days in any one case. Notice of the adjourned meeting will be sent, and at the adjourned meeting, if less than a quorum appears, the parties present shall be deemed a quorum and able to act.

ARTICLE V. BOARD OF CONDOMINIUM ASSOCIATION

5.1. Number; Qualifications. The administration of the Property shall be

vested in a Board, (hereinafter sometimes called the "Board") consisting of three (3) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Owners or a spouse of an Owner; provided, however, that in the event an Owner is a corporation, partnership, trust, limited liability company or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, beneficiary of such trust, member or manager, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

5.2. Election; Term of Office. The voting members at their initial meeting shall elect the members of the Board in accordance with the Bylaws.

5.3. Removals. Any board member may be removed from office with or without cause by affirmative vote of the voting members having at least a majority of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

5.4. Vacancies. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Board for the remaining term of office. At the expiration of that term the vacancy will be filled by election by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose.

5.5. Organization Meeting. The organization meeting of a newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Board at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

5.6. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board. Notice of regular meetings shall be given to each member, personally or by mail, telephone, e-mail, facsimile at least three (3) days prior to the day named or such meeting.

5.7. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership.

5.8. Waiver of Notice. Any member of the Board may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

5.9. Quorum; Majority Vote. A quorum at meetings of the Board shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except where approval by a greater number is required. Any action requiring a meeting may proceed without a meeting if consent to the action is signed by the number needed to pass the action at any regular meeting.

5.10. Minutes. The Board shall keep minutes of its proceedings.

5.11. Compensation of Board. Members of the Board shall receive no compensation for their services as Board members.

5.12. Liability of the Board. The members of the Board shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each member of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Condominium.

5.13. Powers and Duties of the Board.

(A) The Board of Directors shall have power to:

a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without prior notification of either the president or secretary; and

e) Employ a manager, accountant, attorney, other professionals, independent contractors, or such other employees as they deem necessary, and to prescribe their duties.

f) The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the Condominium Association.

(2) It shall be the duty of the Board of Directors to:

a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote.

b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

c) As more fully provided in the Declaration, to:

i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance

of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- g) cause the Common Area to be maintained.

ARTICLE VI. DETERMINATION AND PAYMENT OF ASSESSMENTS

6.1. Obligation of Owners to Pay Assessments. It shall be the duty of every Unit Owner to pay his proportionate share of the expenses of administration, maintenance and repair of the General Common Elements and of the other expenses provided for herein. Payment thereof shall be in such amounts and at such times as may be determined by the Board, as hereinafter provided.

6.2. Preparation of Estimated Budget. Each year on or before December first, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15, notify each Owner in writing as to the amount of such estimate. Said "estimated cash requirement" shall be assessed equally upon each individual Unit. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth of the assessment made pursuant to this paragraph. From time to time, the Board may change the frequency of the payments (e.g., quarterly or annually). Payments will be due within 10 days of the notice, and on the same date each month thereafter without further notice.

On or before year end, or the date of the annual meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. The Association or Declarant may require the first owner of each condominium unit (other than Declarant) to make a non-refundable payment to the Association in an amount equal to one-fourth of the annual general common and limited common

expense (projected or actual) against that condominium unit in effect at the closing thereof, which sum shall be held, without interest, by the Association as a working fund. Said working fund shall be collected and transferred to the Association at the time of closing of the sale by Declarant of each condominium unit, as aforesaid, and shall be maintained for the use and benefit of the Association. Such payment shall not relieve any owner from making regular payments of assessments as the same become due. Upon the transfer of his condominium unit, an owner shall be entitled to a credit from his transferee for any unused portion of the aforesaid working fund. If the annual general common and limited common expense assessment increases, the Association may require not less than all condominium unit owners to increase their working fund to equal one-fourth of the annual general common and limited common expense assessment.

6.3. Reserve for Contingencies and Replacements. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment which shall be assessed to the Owners according to each Owner's percentage of ownership in the General Common Elements. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the monthly maintenance payment which is due no more than ten (10) days after delivery or mailing of such notice of further assessment. All owners shall be obligated to pay the adjusted monthly account.

6.4. Budget for First Year. When the first Board elected by the Owners hereunder takes office, it shall determine the "estimated cash requirement," as hereinabove defined, for the period commencing thirty (30) days after said election occurs.

6.5. Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due no more than ten (10) days after such new

annual or adjusted estimate shall have been mailed or delivered.

6.6. Books and Records of Condominium Association. The Board shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representatives of an owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

6.7. Status of Funds Collected by Board. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit, and account of all of the Owners. All funds may be held without interest.

6.8. Creation of Lien. Declarant, for each condominium unit, shall be deemed to covenant and agree, and each condominium unit owner, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association the general common and limited common expense assessments or fines for parking violations and charges as provided herein and in the bylaws.

The general common and limited expense assessment of the Association shall be a continuing lien upon the condominium unit against which each such assessment is made.

6.9 Preservation of Prior Liens A lien under this Section is prior to all other liens and encumbrances on a condominium unit except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) liens for real estate taxes and other governmental assessments or charges against the condominium unit and (3) the lien of a first mortgage of record on any condominium unit made in good faith and for value.

6.10. Remedies for Failure to Pay Assessments. If any owner is in default in the payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due, the costs of said suit, together with interest at eighteen percent (18%) per annum and reasonable attorney's fees, and any other costs such as collection

agency fees, expert fees, witness fees, or the like. The amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit of the Owner involved when payable, and may be foreclosed by an action brought by the members of the Board as in the case of foreclosure of liens against real estate by power of sale as provided in the Wyoming Statutes if the amount is uncontested as set forth below, or by power of sale if it is contested. A notice of lien shall be prepared prior to any foreclosure proceedings stating the amount owing, the name of the person owing, the legal description of the unit, and an itemization of the charges. A copy will be sent certified mail to the person against whom the lien is filed and be recorded at the office of the Campbell County Clerk. If the person does not contest the amount in writing within 10 days of the date the letter is sent by filing such a notice in the records, and at the same time mailing one to the association the amount will be deemed to be uncontested, and sale may be had by power of sale under the statutes for foreclosure of mortgages. Otherwise, a judicial foreclosure will be required. The Board shall have the power to bid on the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

In addition to the foregoing, the Association shall have all of the rights and remedies as provided by its bylaws, and those provided at law or in equity for the foreclosure and enforcement of said lien. No sale, conveyance, transfer, or foreclosure, or any proceedings in lieu thereof shall relieve any condominium unit from the continuing liability for any common expense assessment or charge, or for any lien therefore.

ARTICLE VII. RESTRICTIONS, CONDITIONS AND COVENANTS

7.1. Compliance with Declaration, Bylaws and Rules and Regulations. Each Unit owner and Occupant shall comply with all applicable provisions of the Act, this Declaration, the Bylaws, the Articles of Incorporation of the Condominium Association, and rules and regulations promulgated by the Board or the Condominium Association, as amended. Failure to comply shall be grounds for an action by the Condominium Association, an aggrieved Unit Owner, or any person adversely affected, for recovery of damages, injunction or other relief. Unit owners hereby waive any bond being posted in an action for injunction brought against them, and submit themselves to the jurisdiction of the court for injunctive relief.

7.2. Administration of Condominium. The Condominium shall be administered in accordance with the provisions of the Act, this Declaration and the

Bylaws.

7.3. Use Restriction; Use by Declarant.

(a) Units shall be occupied and used by Unit Owners and Occupants for residential and residential rental purposes only or such other uses permitted by applicable zoning ordinances.

(b) Declarant may maintain signs on the General Common Elements advertising the Condominiums until all of the Units have been conveyed to Unit Owners other than a Declarant.

7.4. Hazardous Use and Waste. Nothing shall be done to or kept in any Unit or the General Common Elements that will increase any rate of insurance maintained with respect to the Condominium without the prior written consent of the Board. No Unit Owner or Occupant shall permit anything to be done to or kept in or on his Unit or the General Common Elements that will result in the cancellation of insurance maintained with respect to the Condominium, or that would be in violation of any law, or that will result in the commitment of waste (damage, abuse or destruction) to, in or on his Unit or the General Common Elements.

7.5. Alterations of the General Common Elements. No Unit Owner or Occupant, except Declarant during the Declarant Control Period, shall alter, construct anything upon, or remove anything from, the General Common Elements, or paint, decorate, landscape or adorn any portion of the General Common Elements, without the prior written consent of the Board.

7.6. Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the General Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become any annoyance or nuisance to the other Owners or Occupants.

7.7. Impairment of Structural Integrity of Building. Nothing shall be done in any Unit or in, on, or to the General Common Elements which will impair the structural integrity of the building or which would structurally change the buildings except as is otherwise provided herein.

7.8. Gas Fireplaces. Gas fireplaces and manufactured fireplaces must meet EPA standards.

7.9. Woodstoves. Woodstoves shall not be allowed.

7.10. Pets. A maximum total of two (2) dogs, cats, or other usual and ordinary household pets may be kept in any dwelling unit upon a Unit, provided they are not kept, bred, or maintained for any commercial purpose. Except as provided in these Covenants, no animals, livestock, birds or poultry shall be brought within the Properties or kept on any Unit. Dogs must be kept on a leash or confined within the owner's unit. Restrictive action may be imposed on any Owner if any pets become a nuisance. All animals shall be the exclusive responsibility of the owner. The owner is responsible for the immediate clean up of animal waste products. Owners are required to curb their pets. Excrement must be removed with scoops from sidewalks, driveways and green areas. Repair to any damage to the common area or landscaping in the common area by animals will be at the expense of the owner.

7.11. Rules and Regulations. In addition to the foregoing restrictions, conditions and covenants concerning the use of the Condominium, reasonable rules and regulations not in conflict therewith and supplementary thereto may be promulgated and amended from time to time by the Board or the Condominium Association.

7.12. Restrictions, Conditions and Covenants To Run With Land. Each Unit Owner and Occupant shall be subject to all restrictions, conditions and covenants of this Declaration, and all such restrictions, conditions and covenants shall be deemed to be covenants running with the land, and shall bind every person having any interest in the Property, and shall inure to the benefit of every Unit Owner.

ARTICLE VIII.

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

8.1 Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment thereof.

**ARTICLE IX.
CONDEMNATION**

In the event of a taking by eminent domain, or by a conveyance in lieu thereof, of all or any part of the Property, the same shall be repaired or restored, and the awards paid on account thereof shall be used and applied, in accordance with applicable law.

**ARTICLE X.
SALE OF THE PROPERTY**

In the event of destruction or obsolescence of the Condominium or other valid reason, the Owners may, by affirmative vote of at least seventy-five percent (75%) of the total vote, at a meeting of Unit Owners duly called for such purpose, elect to sell the Property. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may select an appraiser, and the two selected shall select a third, and the fair market value, as determined by a majority of the three so selected, shall control unless they do not agree and in that event, the fair market value shall be the average of the two closest appraisals. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

**ARTICLE XI.
AMENDMENT**

The Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed, and acknowledged by the members of the Board, the Owners having at least two thirds of the total vote (75% to amend Article X), and containing an affidavit by an officer of the Board certifying that a copy of the change, modification, or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the

date of such affidavit. The change, modification, or rescission shall be effective upon filing of such instrument in the Office of the Clerk of Campbell County, Wyoming, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

ARTICLE XII. GENERAL PROVISIONS

12.1. Severability. The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Declaration, or of any part of the same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, or the application of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstances.

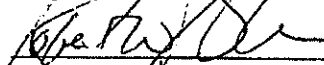
12.2. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants, or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints or alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of lives in being as of the date hereof.

12.3. Interpretation of Declaration. Whenever appropriate singular may be read as plural, plural may be read as singular, and the masculine gender may read as the feminine or neuter gender. Compound words beginning with the prefix "here" shall refer to this entire Declaration and not merely to the part in which they appear. Provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class Condominium project.

12.4. Captions. The captions herein are only for convenience and reference and do not define, limit or describe the scope of this Declaration, or the intent of any provision.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

Country Club Villas LLC, a
Wyoming limited liability company

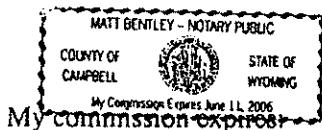

Robert W. Barelman, Managing Member

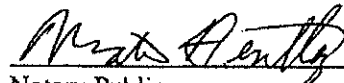

Patrick J. Love, Managing Member

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledge before me this 26 day of August, 2004, by Patrick J. Love as Managing Member of Country Club Villas LLC, a Wyoming limited liability company.

Witness my hand and official seal.

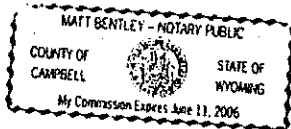



Notary Public

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledge before me this 26 day of August, 2004, by Robert W. Berclman as Managing Member of Country Club Villas LLC, a Wyoming limited liability company.

Witness my hand and official seal.



Matt Bentley
Notary Public

My commission expires:

STATE OF WYOMING) ss.
Campbell County)
Filed for record this 31st day of August A.D. 2004 at 3:12 o'clock P.M. and recorded in Book 1995
of Photos on page 439-468 Fees \$ 95.00
Cheryl Gunders RECORDED
County Clerk and Ex-Officio Register of Deeds INDEXED
CHECKED ✓ By Deputy James Skelton 1008725

843411

**FIRST SUPPLEMENT TO THE
DECLARATION OF COVENANTS CONDITIONS
AND RESTRICTIONS FOR
THE COUNTRY CLUB VILLAS CONDOMINIUMS**

COMES NOW Country Club Villas, LLC, a Wyoming Limited Liability Company, as the Declarant, pursuant to the declaration of covenants, conditions and restrictions for the Country Club Villas Condominiums, filed for record in Campbell County Wyoming in Book 1995 of Photos at Page 439, and having previously filed a plat covering Building number 10 Country Club Villas Condominium at Book 7 of Plats at Page 273, in accordance with the powers specifically reserved to Declarant in Section 1.12 and states that the property known as Building 5 Unit A and B of the Country Club Villas Condominium as shown on the Plat filed for record on the 17th day of Dec., 2004, in book 8 of Plats Page 20-21 of the records of the Campbell County Clerk and ex-officio of records is ready for occupancy.

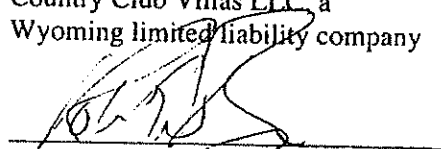
The pro rata obligation of expense to maintain the general common elements and limited common elements until further units are built and ready for occupancy is as shown on EXHIBIT A attached hereto and incorporated herein by reference.

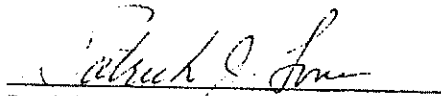
In keeping with the reserved powers of the Declarant, the assessment is set at the rate anticipated when the next building is ready, as addition of another building is imminent. All sections of the original declaration of covenants, conditions and restrictions for the Country Club Villas Condominiums not modified by this supplement remain the same.

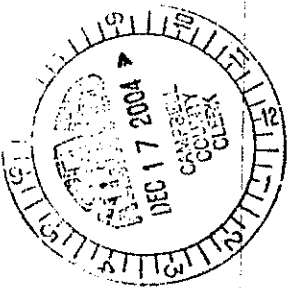
IN WITNESS WHEREOF, I set my hand to be effective this 17th day of

Dec., 2004.

Country Club Villas LLC, a
Wyoming limited liability company


Robert W. Barelman, Managing Member


Patrick J. Love, Managing Member



STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledge before me this 8 day of December, 2004, by Patrick J. Love as Managing Member of Country Club Villas LLC, a Wyoming limited liability company.

Witness my hand and official seal.



[Signature]
Notary Public

My commission expires:

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledge before me this 9 day of December, 2004, by Robert W. Bastian as Managing Member of Country Club Villas LLC, a Wyoming limited liability company.

Witness my hand and official seal.



[Signature]
Notary Public

My commission expires:

ASSESSMENT SCHEDULE FOR COUNTRY CLUB VILLAS AS OF DECEMBER 2004					
County Club Villas, Description: Buildings 5,6 and 10 of the Country Club Villas Condominium City of Gillette, Wyoming, resubdivision of Lot 1, Tract D, Country Club Estates Phase I	Square Footage of Unit	Square Footage of Limited common elements	Total Sq. Footage with Limited Common Elements	Monthly Assessment due for Water, Sewer, Garbage, Lawn care, Snow Removal and Contingency Funds as of December 6th 2004	Yearly Assessment for Insurance Due July 1st 2005, and each July thereafter
				\$720.00	\$5,880.00
Building number 10					
Unit A	2129.42	96.67	2226.09	\$164.60	\$1,344.25
Unit B	2118.25	96.67	2214.92	\$163.78	\$1,337.51
Bldg number 5					
Unit A	2146.63	184.34	2330.97	\$172.36	\$1,407.58
Unit B	2247.68	184.34	2432.02	\$179.83	\$1,468.61

STATE OF WYOMING } ss.
Campbell County

Filed for record this 17th day of December A.D., 2004 at 9:10 o'clock A M. and recorded in Book 2021
of Photos on page 255-257 Fees 14.00 \$14,371.3

Grant Henders By Deputy Liane Hackett
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

Exhibit A to the First Supplement to the Declaration of
Covenants, Conditions and Restrictions for the Country Club
Condominiums

Book 2022 of Photos, Page 521

843624

**SECOND SUPPLEMENT TO THE
DECLARATION OF COVENANTS CONDITIONS
AND RESTRICTIONS FOR
THE COUNTRY CLUB VILLAS CONDOMINIUMS**

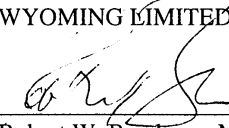
COMES NOW Country Club Villas, LLC, a Wyoming Limited Liability Company, as the Declarant, pursuant to the declaration of covenants, conditions and restrictions for the Country Club Villas Condominiums, filed for record in Campbell County Wyoming in Book 1995 of Photos at Page 439, and having previously filed a plat covering Building Number 10, Country Club Villas Condominium at Book 7 of Plats at Page 273, and having filed a plat covering Building Number 5 in Book 8 of Plats at Page 20421, in accordance with the powers specifically reserved to Declarant in Section 1.12, and states that the property known as Building Number 6, Unit A and B of the Country Club Villas Condominium as shown on the Plat filed for record on the 22nd day of December, 2004, in Book 8 of Plats Page 22-23 of the records of the Campbell County Clerk and ex-officio of records is ready for occupancy.

The pro rata obligation of expense to maintain the general common elements and limited common elements until further units are built and ready for occupancy is as shown on EXHIBIT A, attached hereto and incorporated herein by reference.

All sections of the original declaration of covenants, conditions and restrictions for the Country Club Villas Condominiums not modified by this supplement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, I set my hand to be effective this 11 day of December, 2004.

COUNTRY CLUB VILLAS LLC, A
WYOMING LIMITED LIABILITY COMPANY


Robert W. Bareman, Managing Member


Patrick J. Love, Managing Member

Book 2022 of Photos, Page 522

STATE OF WYOMING)
) §
 COUNTY OF CAMPBELL)

The foregoing instrument was acknowledge before me this 16 day of December, 2004, by Robert W. Brubaker as Managing Member of Country Club Villas LLC, a Wyoming limited liability company.

Witness my hand and official seal.



Matthew L. Wiley
 Notary Public

My commission expires:

STATE OF WYOMING)
) §
 COUNTY OF CAMPBELL)

The foregoing instrument was acknowledge before me this 16 day of December, 2004, by Patrick J. Lewis as Managing Member of Country Club Villas LLC, a Wyoming limited liability company.

Witness my hand and official seal.



Matthew L. Wiley
 Notary Public

My commission expires:

Book 2022 of Photos, Page 523

ASSESSMENT SCHEDULE FOR COUNTRY CLUB VILLAS

County Club Villas Description	Square Footage of Unit	Square Footage of Limited common elements	Total Sq. Footage with Limited Common Elements	Percent	Monthly Assessment due for Water, Sewer, Garbage, Lawn care Snow Removal and Contingency Funds	Yearly Assessment for Insurance Due July 1st 2005, and each July thereafter
Buildings 5,6 and 10 of the Country Club Villas Condominium City of Gillette, Wyominga resubdivision of Lot 1 Tract D Country Club Estates Phase 1					\$720.00	\$5,880.00
Building number 10						
Unit A	2129.42	96.67	2226.09	22.86%	\$164.60	\$1,344.25
Unit B	2118.25	96.67	2214.92	22.75%	\$163.78	\$1,337.51
Bldg number 5						
Unit A	2146.63	184.34	2330.97	23.94%	\$172.36	\$1,407.58
Unit B	2247.68	184.34	2432.02	24.98%	\$179.83	\$1,468.61
Limited common elements:368.68						
Building number 6						
Unit A	2146.63	290.01	2436.64	25.02%	\$180.17	\$1,471.39
Unit B	2247.68	290.01	2537.69	26.06%	\$187.64	\$1,532.42
TOTAL	8788.62	948.7	9737.32	100.00%	\$720.00	\$5,880.00
TOTAL ASSESSMENT						\$6,600.00

STATE OF WYOMING)
Campbell County) ss.
Filed for record this 22nd day of December A.D. 2004 at 9:56 o'clock A M. and recorded in Book 2022
of photos on page 521-523 Fees \$ 14.00
Quart Henderson RECORDED
County Clerk and Ex-Officio Register of Deeds INDEXED
By Deputy Liane Hackett CHECKED

EXHIBIT A TO 2ND SUPPLEMENT CC VILLAS

8:00 4:2

Book 2109 of Photos, Page 540

**THIRD SUPPLEMENT TO THE
DECLARATION OF COVENANTS CONDITIONS
AND RESTRICTIONS FOR
THE COUNTRY CLUB VILLAS CONDOMINIUMS**

COMES NOW Country Club Villas, LLC, a Wyoming Limited Liability Company, as the Declarant, pursuant to the declaration of covenants, conditions and restrictions for the Country Club Villas Condominiums, filed for record in Campbell County Wyoming in Book 1995 of Photos at Page 439, and having previously filed plats covering :

Building Number 10, Country Club Villas Condominium at Book 7 of Plats at Page 273, and

Building Number 5 in Book 8 of Plats at Pages 20 and 21, and

Building Number 6, Unit A and B of the Country Club Villas Condominium as shown on the Plat filed in Book 8 of Plats Pages 22 and 23

in accordance with the powers specifically reserved to Declarant in Section 1.12, and states that the property known as Building Number 4 Units A and B Country Club Villas condominium as recorded on the 22nd day of November, 2005, in Book 8 of Plats Pages 20-21 of the records of the Campbell County Clerk and ex-officio registrar of deeds is ready for occupancy.

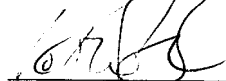
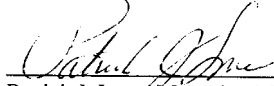
The pro rata obligation of expense to maintain the general common elements and limited common elements until further units are built and ready for occupancy is as shown on EXHIBIT A, attached hereto and incorporated herein by reference.

All sections of the original declaration of covenants, conditions and restrictions for the Country Club Villas Condominiums not modified by this

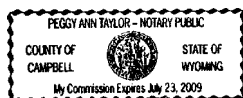


Book 2109 of Photos, Page 541

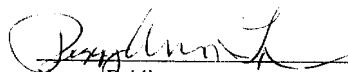
supplement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, I set my hand to be effective this 21 day of November, 2005.COUNTRY CLUB VILLAS LLC, A
WYOMING LIMITED LIABILITY COMPANY
Robert W. Barelman, Managing Member
Patrick J. Love, Managing MemberSTATE OF WYOMING)
) §
COUNTY OF CAMPBELL)The foregoing instrument was acknowledge before me this 21 day of November, 2005 by Robert W. Barelman as Managing Member of Country Club Villas LLC, a Wyoming limited liability company.

Witness my hand and official seal.



My commission expires:

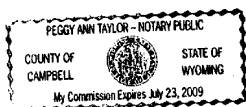

Notary Public

Book 2109 of Photos, Page 542

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledge before me this 21 day of
November, 2005, by Patricia J. Jue as Managing Member of
Country Club Villas LLC, a Wyoming limited liability company.

Witness my hand and official seal.



My commission expires:

Peggy Ann Taylor
Notary Public

Book 2109 of Photos, Page 543

ASSESSMENT SCHEDULE FOR COUNTRY CLUB VILLAS AS OF NOVEMBER 2005						
County Club Villas, Description: Buildings 5,6 10 and 4 of the Country Club Villas Condominium City of Gillette, Wyoming, resubdivision of Lot 1, Tract D, Country Club Estates Phase I	Square footage of Unit	Square Footage of Limited common elements	Total Sq. Footage with Limited Common Elements	Percentage Attributable to Each Building	Monthly Assessment due for Water, Sewer, Garbage, Lawn care, Snow Removal and Contingency Funds as of November 21 2005	Yearly Assessment for Insurance Due July 1st 2005, and each July thereafter
					\$6,682.85	\$6,880.16
Building number 10						
Unit A	2129.42	96.67	2226.09	11.47%	\$766.51	\$789.14
Unit B	2118.25	96.67	2214.92	11.41%	\$762.66	\$785.18
Bldg number 5						
Unit A	2146.63	184.34	2330.97	12.01%	\$802.62	\$826.32
Unit B	2247.68	184.34	2432.02	12.53%	\$837.41	\$862.14
Limited common elements:368.68						
Building number 6						
Unit A	2146.63	290.01	2436.64	12.55%	\$839.00	\$863.78
Unit B	2247.68	290.01	2537.69	13.08%	\$873.80	\$899.60
Building number 4						
Unit A	2325	290.01	2615.01	13.47%	\$900.42	\$927.01
Unit B	2325	290.01	2615.01	13.47%	\$900.42	\$927.01
TOTAL	17686.29	1722.06	19408.35	100.00%	\$6,682.85	\$6,880.16
TOTAL ASSESSMENT						\$13,563.01

STATE OF WYOMING)
Campbell County) ss.
Filed for record this 22nd day of November, A.D., 2005 at 4:16 o'clock P M. and recorded in Book 2109
of Photos on page 540-543 Fees \$ 17.00 800142
Quinn Saunders By Shirley A. Hackett
County Clerk and Ex-Officio Register of Deeds RECORDED
INDEXED
CHECKED



Bldgs 10,5,6,4

Book 2193 of Photos, Page 511

878761

**FOURTH SUPPLEMENT TO THE
DECLARATION OF COVENANTS CONDITIONS
AND RESTRICTIONS FOR
THE COUNTRY CLUB VILLAS CONDOMINIUMS**

COMES NOW Country Club Villas, LLC, a Wyoming Limited Liability Company, as the Declarant, pursuant to the declaration of covenants, conditions and restrictions for the Country Club Villas Condominiums, filed for record in Campbell County Wyoming in Book 1995 of Photos at Page 439, and having previously filed plats covering :

Building Number 10, Country Club Villas Condominium at Book 7 of Plats at Page 273, and

Building Number 5 in Book 8 of Plats at Pages 20 and 21, and

Building Number 6, Unit A and B of the Country Club Villas Condominium as shown on the Plat filed in Book 8 of Plats Pages 22 and 23

NOTE

Building Number 4 Units A and B Country Club Villas condominium as recorded on the 22 day of November, 2005, in Book 8 of Plats Page 89-90


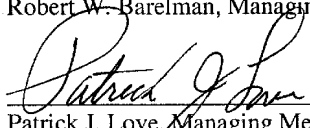
in accordance with the powers specifically reserved to Declarant in Section 1.12, and states that the property known as Building Number 9 Units A and B Country Club Villas condominium as recorded on the 28~~th~~ day of Sept., 2006, in Book 8 of Plats Page 168 of the records of the Campbell County Clerk and ex-officio registrar of deeds is ready for occupancy.

The pro rata obligation of expense to maintain the general common elements and limited common elements until further units are built and ready for occupancy is as shown on EXHIBIT A, attached hereto and incorporated herein by reference.

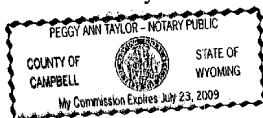
All sections of the original declaration of covenants, conditions and restrictions for the Country Club Villas Condominiums not modified by this

Book 2193 of Photos, Page 512


supplement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, I set my hand to be effective this 22 day of Sept, 2006.COUNTRY CLUB VILLAS LLC, A
WYOMING LIMITED LIABILITY COMPANY
Robert W. Barelman, Managing Member
Patrick J. Love, Managing MemberSTATE OF WYOMING)
) §
COUNTY OF CAMPBELL)The foregoing instrument was acknowledge before me this 22 day of September, 2006, by Robert W. Barelman as Managing Member of Country Club Villas LLC, a Wyoming limited liability company.

Witness my hand and official seal.



My commission expires:

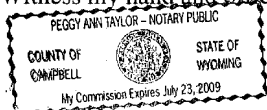

Notary Public

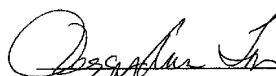
Book 2193 of Photos, Page 513

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledge before me this 22 day of September, 2004, by Daniel J. Choe as Managing Member of Country Club Villas LLC, a Wyoming limited liability company.

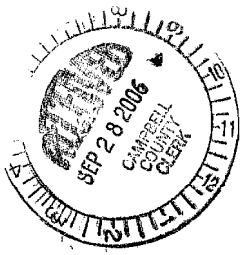
Witness my hand and official seal.




Notary Public

My commission expires:

Book 2193 of Photos, Page 514



ASSESSMENT AS OF SEPTEMBER 2006

County Club Villas, Description: Buildings 5,6 10,4 and 9 of the Country Club Villas Condominium City of Gillette, Wyoming, resubdivision of Lot 1, Tract D, Country Club Estates Phase 1 total annual assessment	Square Footage of common elements	Square Footage of limited common elements	Total Sq Footage with limited common elements	Percentage Attributable to Each Building	Assessment due for Water, Sewer, Garbage, Lawn care, Snow Removal operating and Contingency Funds as of August 2006 \$16,422.00	Yearly Assessment for Insurance Due October 1st and 6 months thereafter, at closing assessed pro-rated portion for new units, \$6,750.00 5 units 680K	total unit assessment	
							monthly assessment	yearly assessment
Building number 10								
Unit A	2129.42	96.67	2226.09	9.55%	\$130.66	\$644.46	\$322.23	\$2,212.36
Unit B	2118.25	96.67	2214.92	9.50%	\$130.00	\$641.23	\$320.61	\$2,201.26
Bldg number 5								
Unit A	2146.63	96.67	2243.30	9.62%	\$131.67	\$649.44	\$324.72	\$2,229.46
Unit B	2247.68	96.67	2344.35	10.05%	\$137.60	\$678.70	\$339.35	\$2,329.89
Limited common elements:								
Building number 6								
Unit A	2146.63	96.67	2243.30	9.62%	\$131.67	\$649.44	\$324.72	\$2,229.46
Unit B	2247.68	96.67	2344.35	10.05%	\$137.60	\$678.70	\$339.35	\$2,329.89
Building number 4								
Unit A	2325.00	96.67	2421.67	10.39%	\$142.14	\$701.08	\$350.54	\$2,406.73
Unit B	2325.00	96.67	2421.67	10.39%	\$142.14	\$701.08	\$350.54	\$2,406.73
Building number 9								
Unit A	2337.42	96.67	2434.09	10.44%	\$142.87	\$704.68	\$352.34	\$2,419.07
Unit B	2325.42	96.67	2422.09	10.39%	\$142.16	\$701.20	\$350.60	\$2,407.15
TOTAL	22349.13	966.7	23315.83	100.00%	\$1,368.50	\$6,750.00	\$23,172.00	\$23,172.00
TOTAL ASSESSMENT								

Bldgs 10,5,6,4

STATE OF WYOMING } ss.
Campbell County

Filed for record this 28th day of September A.D., 2006 at 9:58 o'clock A.M. and recorded in Book 2193 of Photos on page 511-514 Fees \$ 17.00

County Clerk and Ex-Officio Register of Deeds *Cheryl Saunders* By Deputy *Linda Giese* 878761

RECORDED
ABSTRACTED
INDEXED
CHECKED

Book 2215 of Photos, Page 506

882982

**FIFTH SUPPLEMENT TO THE
DECLARATION OF COVENANTS CONDITIONS
AND RESTRICTIONS FOR
THE COUNTRY CLUB VILLAS CONDOMINIUMS**

COMES NOW Country Club Villas, LLC, a Wyoming Limited Liability Company, as the Declarant, pursuant to the declaration of covenants, conditions and restrictions for the Country Club Villas Condominiums, filed for record in Campbell County Wyoming in Book 1995 of Photos at Page 439, and having previously filed plats covering :

Building Number 10, Country Club Villas Condominium at Book 7 of Plats at Page 273, and

Building Number 5 in Book 8 of Plats at Pages 20 and 21, and

Building Number 6, Unit A and B of the Country Club Villas Condominium as shown on the Plat filed in Book 8 of Plats Pages 22 and 23

Building Number 4 Units A and B Country Club Villas condominium as recorded on the 22 day of November 2005, in Book 8 of Plats Page 89-90.

Building Number 9 Units A and B Country Club Villas condominium as recorded on the 28 day of September, 2006, in Book 8 of Plats Pages 168 and 169

in accordance with the powers specifically reserved to Declarant in Section 1.12, and states that the property known as Building Number 3 Units A and B Country Club Villas condominium as recorded on the 13th day of December, 2006, in Book 8 of Plats Page 182-183 of the records of the Campbell County Clerk and ex-officio registrar of deeds is ready for occupancy.

The pro rata obligation of expense to maintain the general common elements and limited common elements until further units are built and ready for occupancy is as shown on EXHIBIT A, attached hereto and incorporated herein by reference.

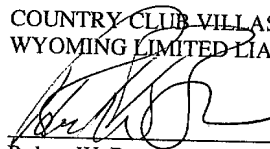


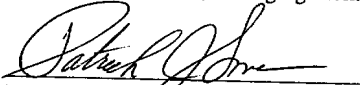
Book 2215 of Photos, Page 507

All sections of the original declaration of covenants, conditions and restrictions for the Country Club Villas Condominiums not modified by this supplement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, I set my hand to be effective this 11th day of ~~DECEMBER~~ 2006.

COUNTRY CLUB VILLAS LLC, A
WYOMING LIMITED LIABILITY COMPANY

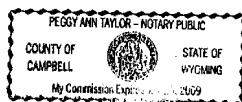

Robert W. Barelman, Managing Member


Patrick J. Love, Managing Member

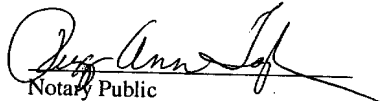
STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledge before me this 11 day of Dec, 2006 by Robert W. Barelman as Managing Member of Country Club Villas LLC, a Wyoming limited liability company.

Witness my hand and official seal.



My commission expires:

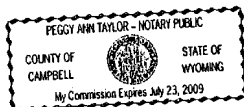

Notary Public

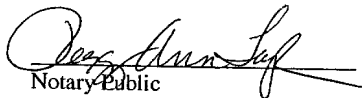
Book 2215 of Photos, Page 508

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledge before me this 12 day of Dec, 2006, by Patrick J. Cove as Managing Member of Country Club Villas LLC, a Wyoming limited liability company.

Witness my hand and official seal.




Notary Public

My commission expires:

Book 2215 of Photos, Page 509



County Club Villas, Description: Buildings 5, 6, 10 4, 3 & 9 of the Country Club Villas Condominium City of Gillette, Wyoming, resubdivision of Lot 1, Tract D, Square footage of Country Club Estates Phase 1, Unit	Assessment as of December 2006				Assessment for Insurance Due October 1st and 6 months thereafter, at closing assessed pro-rated portion for new units.	total unit assessment per year
	Square Footage of Limited common elements	Total Sq. Footage with Limited Common Elements	Percentage Attributable to Each Building	monthly assessment		
total annual assessment				\$26,000.00	\$9,457.20 buildings@835.000	
Building number 10						
Unit A	2129.42	96.67	7.96%	\$172.48	\$752.86	\$2,822.63
Unit B	2118.25	96.67	7.92%	\$171.62	\$749.08	\$2,808.47
Bldg number 5						
Unit A	2146.63	96.67	8.07%	\$173.81	\$758.68	\$2,844.45
Unit B	2247.68	96.67	8.38%	\$181.64	\$792.83	\$2,972.58
Limited common elements:						
Building number 6						
Unit A	2146.63	96.67	8.02%	\$173.81	\$758.68	\$2,844.45
Unit B	2247.68	96.67	8.38%	\$181.64	\$792.83	\$2,972.58
Building number 4						
Unit A	2325.00	96.67	8.64%	\$187.64	\$819.00	\$3,070.62
Unit B	2325.00	96.67	8.63%	\$187.64	\$819.00	\$3,070.62
Building number 9						
Unit A	2337.42	96.67	8.70%	\$188.60	\$823.20	\$3,086.37
Unit B	2325.00	96.67	8.66%	\$187.67	\$819.14	\$3,071.15
Building Number 3						
Unit A	2218.63	99.67	8.29%	\$179.63	\$784.08	\$2,939.55
Unit B	2229.80	99.67	8.33%	\$180.49	\$787.82	\$2,953.71
TOTAL	26797.56	1166.04	100.00%	\$2,166.67	\$9,457.20	\$29,563.93
TOTAL ASSESSMENT		27963.60			\$35,457.20	

STATE OF WYOMING
Campbell County

Filed for record this 13th day of December A.D. 2006 at 4:26 o'clock P. M. and recorded in Book 2215
of Photos on page 506-509 Fees \$ 17.00 **882982**

Sharon Sanders
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy Liane Whitt

892912

Book 2264 of Photos, Page 111

**SIXTH SUPPLEMENT TO THE
DECLARATION OF COVENANTS CONDITIONS
AND RESTRICTIONS FOR
THE COUNTRY CLUB VILLAS CONDOMINIUMS**

COMES NOW Country Club Villas, LLC, a Wyoming Limited Liability Company, as the Declarant, pursuant to the declaration of covenants, conditions and restrictions for the Country Club Villas Condominiums, filed for record in Campbell County Wyoming in Book 1995 of Photos at Page 439, and having previously filed plats covering :

Building Number 10, Country Club Villas Condominium at Book 7 of Plats at Page 273, and

Building Number 5 in Book 8 of Plats at Pages 20 and 21, and

Building Number 6, Unit A and B of the Country Club Villas Condominium as shown on the Plat filed in Book 8 of Plats Pages 22 and 23

Building Number 4 Units A and B Country Club Villas Condominium as recorded on the 22nd day of November 2005, in Book 8 of Plats Page 89-90.

Building Number 9 Units A and B Country Club Villas Condominium as recorded on the 28th day of September, 2006, in Book 8 of Plats Pages 168 and 169

Building Number 3 Units A and B Country Club Villas Condominium as recorded on the 13th day of December, in Book 8 of Plats Pages 182-183.

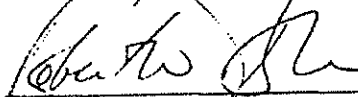
in accordance with the powers specifically reserved to Declarant in Section 1.12, the property known as Building Number 7 Units A and B Country Club Villas Condominium as recorded on the 29th day of May, 2007, in Book 8 of Plats Page 229-230 of the records of the Campbell County Clerk and ex-officio registrar of deeds is ready for occupancy.

The pro rata obligation of expense to maintain the general common elements and limited common elements until further units are built and ready for occupancy is as shown on EXHIBIT A, attached hereto and incorporated herein by reference.

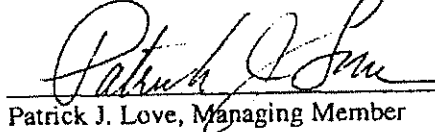
All sections of the original declaration of covenants, conditions and restrictions for the Country Club Villas Condominiums not modified by this supplement shall remain unchanged and in full force and effect.

May IN WITNESS WHEREOF, I set my hand to be effective this 24 day of May, 2007.

COUNTRY CLUB VILLAS LLC, A
WYOMING LIMITED LIABILITY COMPANY



Robert W. Barelman, Managing Member

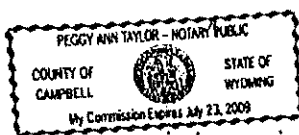


Patrick J. Love, Managing Member

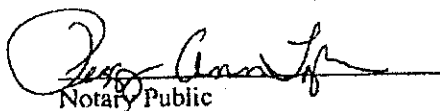
STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledge before me this 24 day of May, 2007, by Patrick J. Love as Managing Member of Country Club Villas LLC, a Wyoming limited liability company.

Witness my hand and official seal.



My commission expires: 7-23-09


Notary Public

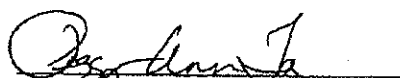
STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledge before me this 24 day of May, 2007, by Robert L. Paulsen as Managing Member of Country Club Villas LLC, a Wyoming limited liability company.

Witness my hand and official seal.



My commission expires:


Notary Public

Book 2264 of Photos, Page 114

Assessment as of June 2007				Assessment due for Maintenance Law care, outside water, Snow Removal operating and Contingency Funds as of June 2007	Yearly Assessment for Insurance Due October 1st and 6 months thereafter, at closing assessed promised portion for new units.		
Country Club Villas, Description: Buildings 5,6, 10 4, 3, 9 & 7 of the Country Club Villas Condominium City of Gillette, Wyoming, re-subdivision of Lot 1, Tract D, Square footage of common elements	Square Footage of Limited Common Elements	Total Sq. Footage with Limited Common Elements	Percentage Attributable to Each Building				
total annual assessment				\$30,420.00	\$11,033.40 7 buildings		
Building number 10				monthly assessment	yearly assessment	total annual assessment for ins.	total unit assessment per year
Unit A	2129.42	96.67	2226.09	6.83%	\$173.04	\$753.14	\$726.57
Unit B	2118.25	96.67	2214.92	6.79%	\$172.17	\$749.36	\$744.68
Building number 5							
Unit A	2146.63	96.67	2243.30	6.88%	\$174.38	\$758.96	\$779.48
Unit B	2247.68	96.67	2344.35	7.19%	\$182.23	\$793.15	\$796.57
Limited common elements:							\$2,851.48
Building number 6							
Unit A	2146.63	96.67	2243.30	6.88%	\$174.38	\$758.96	\$779.48
Unit B	2247.68	96.67	2344.35	7.19%	\$182.23	\$793.15	\$796.57
Building number 8							
Unit A	2325.00	96.67	2421.67	7.43%	\$188.24	\$819.31	\$409.65
Unit B	2325.00	96.67	2421.67	7.43%	\$188.24	\$819.31	\$409.65
Building number 9							
Unit A	2337.42	96.67	2434.09	7.46%	\$189.21	\$823.51	\$411.76
Unit B	2325.42	96.67	2422.09	7.41%	\$188.27	\$819.45	\$409.73
Building Number 3							
Unit A	2218.63	99.67	2318.30	7.11%	\$180.21	\$784.34	\$392.17
Unit B	2229.80	99.67	2329.47	7.14%	\$181.07	\$788.12	\$394.06
Building Number 7							
Unit A	2219	99.67	2318.67	7.11%	\$180.24	\$784.46	\$392.23
Unit B	2230	99.67	2329.67	7.14%	\$181.09	\$788.18	\$394.09
TOTAL	31246.36	1365.38	32611.94	100.00%	\$2,533.00	\$11,033.40	\$41,453.40
TOTAL ASSESSMENT							

REC
MAY 29 2007
CAMPBELL COUNTY CLERK

STATE OF WYOMING) ss.
Campbell County

Filed for record this 29th day of May A.D. 2007 at 11:10 o'clock A.M. and recorded in Book 2264
of Photos on page 111-114 Fees \$ 17.00 **892912**

Christina Thunders RECORDED
County Clerk and Ex-Officio Register of Deeds ABSTRACTED
INDEXED
CHECKED

By Deputy Arlinda Thorse