

973817

**DECLARATION OF CONDOMINIUM DEVELOPMENT
FOR THE
GILLETTE BUSINESS PARK CONDOMINIUM**

THE UNDERSIGNED, constituting the owner of the Gillette Business Park Condominium (Lot 1, 2, and 3, Block 4 of the Gillette Business Park, Gillette, Campbell County, Wyoming) does hereby amend the *Declaration of Restrictive and Protective Covenants for Gillette Business Park Subdivision* dated December 15, 1981 and recorded in Book 594 of Photos, Page 222 and that *Amendment of Declaration of Restrictive and Protective Covenants for Gillette Business Park Subdivision* dated September 13, 1993, and recorded in Book 1259 of Photos, Page 22, to include a Declaration of Condominium Development as follows:

SECTION 1: DEDICATION OF COMMON AREAS

1.1 Dedication of Parking Areas and Sidewalks. The common areas contained within the Gillette Business Park Subdivision, shall be limited solely to all parking areas and sidewalks currently in place as of the date of this Declaration, and as may be more fully set forth in the Condominium Plat for the Gillette Business Park Condominium located in Gillette, Wyoming. This Declaration shall constitute a Declaration and Covenant to run with the land, and shall be binding upon all persons or entities owning Units within the Condominium.

SECTION 2: CREATION OF A MANAGEMENT ASSOCIATION:

2.1 Establishment of Condominium Management Association. By and through this Declaration, a Management Association is hereby created to provide for the preservation, maintenance and improvement of all common areas located within the Gillette Business Park Condominium. The Association may be referred to as the "Gillette Business Park Condominium Association". Each Unit owner in the Condominium shall be a member of the Association. Any and all decisions made by the Association shall be made by a simple majority of fifty percent (50%) of the owners of the Units in the Gillette Business Park Condominium based on the proportionate size of each Unit in the Condominium.

2.2 Voting Rights. Every owner of a Unit shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit. Voting by any Unit shall be based upon the square footage of each Unit as stated on the Condominium Plat. (By way of example and not of exclusion, Unit 1 has a 14.62% voting interest, Unit 2 has a 25.63% voting interest, Unit 3 has a 26.98% voting interest, and Unit 4 has a 32.75% voting interest.) Each Unit shall be entitled to a proportional vote on any matter coming forward for approval, regardless of the number of individuals or entities who may jointly own said Unit.

2.3 General Rules, Duties and Powers. The Association shall be empowered with the right and authority to manage all common areas located in the Condominium. In keeping with this authority, the Association shall rely upon the *Declaration of Restrictive and Protective Covenants for the Gillette Business Park Subdivision* and any amendments or revisions thereto. The Association shall have authority to establish annual and special assessments for use exclusively for the maintenance and improvements to the common areas.

2.4 Termination of the Association and Condominium Declaration. This Declaration regarding the establishment of the Condominium may be terminated upon the mutual agreement and consent of all Unit owners in the Association. Upon such unanimous consent, the Association shall cause the appropriate documents to be filed with the Campbell County Clerk and Ex Officio of Deeds seeking to terminate and dissolve the Declaration established herein.

SECTION 3: RESTRICTIONS ON USE AND OCCUPANCY OF UNITS:

3.1 Restriction on Use. Each Unit within the Gillette Business Park Condominium is intended for use for industrial and commercial enterprises, shops and

commercial office facilities associated with any legal business. The premises are currently zoned as C-1 General Commercial Zoning in Gillette, Wyoming.

SECTION 4: RESTRICTIONS ON USE OF PROPERTY:

4.1 Storage in the Common Areas. The common areas (parking) are not intended, nor shall they be used, for the storage of vehicles, equipment or materials by any owner of any Unit for a period in excess of forty-eight (48) hours. Any owner of any Unit within the Gillette Business Park Subdivision may seek special permission from the Association to allow for the temporary storage of vehicles, equipment or materials in excess of the forty-eight (48) hour time limit set forth herein. In no event shall the Association allow any temporary storage to exceed seven (7) calendar days.

4.2 Compliance with Law. Individual Unit owners, whether within the confines of their own property, or with regard to the common areas, shall comply with all statutes, ordinances and requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force and which pertain to the Condominium.

SECTION 5: PARTY WALL AGREEMENTS:

5.1 Exterior Wall Boundaries. The exterior walls of each building within the Gillette Business Park Condominium shall be deemed the property boundary for each Unit owner as more specifically set forth in the Plat filed with regard to the Condominium. Each Unit owner shall be solely responsible for any improvement, maintenance or upkeep associated with the exterior walls for their respective buildings. Under no circumstances is the Association responsible for any structures located within the Condominium.

SECTION 6: MAINTENANCE OF BOUNDARIES AND COMMON AREAS:

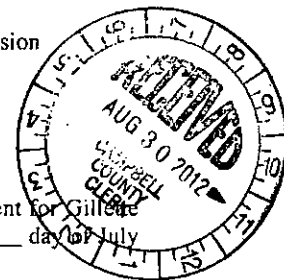
6.1 Parking Areas. The Association shall provide for the preservation, maintenance and improvement of all parking areas and sidewalks located within the Gillette Business Park Condominium. No other common areas shall exist within the Condominium, and the Association shall not undertake to provide for the maintenance of any building, structure or other improvement located within the Condominium. The Association may create and enforce assessments and special assessments to offset the costs incurred in the preservation, maintenance and improvements to the common areas. Any such assessments or special assessments shall be levied and paid on a percentage of ownership of each Unit.

DATED this 11th day of July 2012.

Gerald M. Morel

Gerald M. Morel, Owner
Gillette Business Park Subdivision

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)



The above and foregoing Declaration of Condominium Development for Gillette Business Park, was executed before me by Gerald M. Morel on this 11th day of July 2012. owner

WITNESS my hand and official seal.



Peggy S. Gilliam
Notarial Officer

My Commission Expires:

973817 Recorded on 8/30/2012 at 11.06.00 Fee 11.00
Book 2732 of PHOTOS Pages 37 to 38
Susan E. Saunders, Campbell County Clerk by: A. SNIDER

RECORDED
ABSTRACTED
INDEXED
CHECKED

Declaration of Condominium Development
Gillette Business Park Condominium