DECLARATION OF COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that EME Development, LLC, is
the undersigned Owner of all lands described below located in Laramie
County, Wyoming, as the same is more particularly described to-wit:

Lots 12-22, Block 787, City of Cheyenne, Laramie County, Wyoming

Subject to all easements, restrictions and reservations of record.

(hereinafter "subject property") does hereby covenant, agree and make the
following declarations ("Declarations") as to the limitations and restrictions
of uses to which the subject property may be put:

SECTION ONE
OWNERSHIP OF PROPERTY

EME Development, LLC owns the property described as: Lots 12-22,
Block 787, City of Cheyenne, Laramie County, Wyoming.

SECTION TWO
PROJECT APPROVAL

EME Development, LLC has constructed on the described parcel of land
a project known as Big Boy Toy Storage Condominiums, according to the
plat filed with the Laramie County Recorder on August 29, 2003 in Plat
Cabinet B, Slot #70 and which is made a part of this instrument and referred
to herein as Exhibit A.

SECTION THREE
DESCRIPTION OF PROJECT

The project consists of twenty storage units, all to be sold and used for
storage of recreational vehicles or for other legal storage purposes. Each
unit is capable of individual utilization, each unit having its own exit to a
common area of the project, and each unit to be sold to one or more
owners, each owner obtaining an exclusive property right thereto, referred
to as "storage unit," and also an undivided interest in the general and
restricted common areas and facilities of the project, as listed in this deed,
necessary for their adequate use and enjoyment and referred to as "general
and restricted common areas and facilities," all of the above in accordance
with W. S. 34-20-101, et seq.

SECTION FOUR
ALLOCATION OF AREAS

The project has a total building area of 17,120 square feet with a total
of 17,120 square feet owned by the storage unit owners.
SECTION FIVE
DESCRIPTION OF UNITS AND COMMON AREAS

The storage units of the project will be as follows:

a. Twenty Units as follows:
   (1) Unit one: 824 square feet
   (2) Unit two: 864 square feet
   (3) Unit three: 864 square feet
   (4) Unit four: 864 square feet
   (5) Unit five: 864 square feet
   (6) Unit six: 864 square feet
   (7) Unit seven: 864 square feet
   (8) Unit eight: 864 square feet
   (9) Unit nine: 864 square feet
  (10) Unit ten: 824 square feet
     (11) Unit eleven: 824 square feet
     (12) Unit twelve: 864 square feet
     (13) Unit thirteen: 864 square feet
     (14) Unit fourteen: 864 square feet
     (15) Unit fifteen: 864 square feet
     (16) Unit sixteen: 864 square feet
     (17) Unit seventeen: 864 square feet
     (18) Unit eighteen: 864 square feet
     (19) Unit nineteen: 864 square feet
     (20) Unit twenty: 824 square feet

The measures of the storage units include all of the outside walls and one-half of the block partitions, but exclude bearing walls.

b. Common Areas. Common areas of the project include:
   (1) The parcel of land described in Section One of this deed.
   (2) The concrete pad on which the building sits.
   (3) The asphalt paving to adjacent to the building.
   (4) Plumbing network throughout the project.
   (5) Electric and telephone wiring network throughout the project.
   (6) Necessary public light, telephone, and water connections:
   (7) Foundation, roof and main walls of the project, as described in the plans that form part of this deed, attached as Exhibit "A."

SECTION SIX
COMMON AREAS AND FACILITIES

The common areas shall remain undivided, and no owner shall bring any action for partition or division.
SECTION SEVEN
UNDIVIDED INTERESTS

The percentage of the undivided interest in the common areas and facilities shall not be changed except with the unanimous consent of all of the owners expressed in a recorded amendment to this deed. The undivided interest in the common areas and facilities shall not be separated from the unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

SECTION EIGHT
RECORDATION; VALUATION

For the purpose of the recording on the recordation of this deed, the value of the Big Boy Toy Storage Condominiums is distributed as follows:

(a) The value of Parcel of land described in Section One is estimated at $520,000.00.

(b) The value of the project described in Section Five is estimated at $600,000.00.

SECTION NINE
PLAN OF OWNERSHIP

As appears above, a plan of condominium ownership is constituted under and subject to the provisions of W. S. 34-20-101, et seq so that the storage units may be conveyed and recorded as individual properties capable of independent use, each having its own exit to a common area of the project, and each storage unit owner having an exclusive and particular right over the respective storage unit and, in addition, the specified undivided interest in the common areas.

SECTION TEN
COVENANT OF GRANTOR

EME Development, LLC covenants to take no action that will adversely affect the rights of The Association with respect to assurance against latent defects in the property or other rights assigned to The Association, the members of The Association, and their successors in it, as their interests may appear, by reason of the establishment of the condominium project.

SECTION ELEVEN
TITLE AND INTEREST OF GRANTEES

(1) The title and interest of the owner of each storage unit in the common areas, and their proportionate share in the common expenses of the common areas shall be 5% per unit. The owner of one unit shall be entitled to one vote in all matters so that if one person owns more than one unit, he or she shall be entitled to one vote for each unit he or she owns.
There shall be no more than one vote per unit regardless of how many people own a particular unit.

SECTION TWELVE
RATIFICATION OF DECLARATION OF COVENANTS; RESTRICTION ON USE

All present or future owners, tenants or future tenants, or any other person that might use the facilities of the project in any manner, are subject to the provisions of this document; and the mere acquisition or rental of any of the storage units of the project or the mere act of occupancy of any of the units shall signify that the provisions of this document are accepted and ratified.

The respective storage units shall not be rented by the owners for transient purposes, which shall be defined as (a) rental for any period less than 30 days. Other than the foregoing obligations, the owners of the respective storage units shall have the absolute right to lease the storage unit, provided that the lease is made subject to the covenants and restrictions contained in this declaration and further subject to the bylaws and regulatory agreement attached.

SECTION THIRTEEN
ADMINISTRATION OF PROJECT

The administration of Big Boy Toy Storage Condominiums, consisting of the project and parcel of land described in this document, shall be in accordance with the provisions of this document and with the provisions of the bylaws, which are made a part of this document and are attached as Exhibit "B,“.

SECTION FOURTEEN
RULES AND REGULATIONS

Each owner shall comply with the provisions of this document, the decisions, and resolutions of The Association of owners, known as Big Boy Toy Storage Association, or its representatives, as lawfully amended from time to time; and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due, attorneys fees and costs, for damages, or for injunctive relief.

SECTION FIFTEEN
CONTRIBUTION TO COMMON EXPENSES

No action of a storage unit owner may exempt such owner from liability for contribution toward the common expenses by waiver of the use or enjoyment of any of the general and restricted common areas and facilities or by the abandonment of the storage unit.
SECTION SIXTEEN
REPAIR OF PROPERTY

If the property subject to the plan of storage unit ownership is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by an agreement approved by more than fifty percent (50%) of the votes.

SECTION SEVENTEEN
ASSESSMENTS; LIABILITY OF MORTGAGEE

Where a mortgagee or other purchaser of a storage unit obtains title by reason of foreclosure of a mortgage encumbering a unit, such acquirer of title, and successors or assigns, shall not be liable for any assessments by The Association that became due prior to the earliest date the acquirer is legally entitled to take title, it being understood, however, that the above shall not be construed to prevent The Association from filing and claiming liens for such assessments and enforcing them as provided by law, and that such assessment liens shall be subordinate to such mortgage.

SECTION EIGHTEEN
ASSESSMENTS; LIABILITY OF SUBSEQUENT GRANTEE

In a voluntary conveyance of a storage unit, the grantee(s) of the unit shall be jointly and severally liable with the grantor for all unpaid assessments assessed by The Association against the grantor for the grantor's share of the common expenses up to the time of the grant or conveyance without prejudice to grantee's rights to recover from grantor the amounts paid by grantee for such assessments. However, any such grantee shall be entitled to a statement from the manager or board of directors of The Association, as the case may be, setting forth the amount of the unpaid assessments against grantor due to The Association, and such grantee shall not be liable for, nor shall the storage unit conveyed be subject to lien for, any unpaid assessments made by The Association against grantor in excess of the amount set forth in the statement.

SECTION NINETEEN
BLANKET PROPERTY INSURANCE

The board of directors of EME Development, LLC or the management agent, or manager, shall obtain and continue in effect blanket property insurance in forms and amounts satisfactory to mortgagees holding first mortgages covering storage units but without prejudice to the right of the owner of a storage unit to obtain individual storage insurance.
SECTION TWENTY
INSURANCE PREMIUMS

The insurance premium for any blanket insurance coverage shall be a common expense to be paid by monthly or annual assessments levied by The Association of owners; and such payments shall be used solely for the payment of the blanket property insurance premiums as they become due.

SECTION TWENTY-ONE
RIGHT OF FIRST REFUSAL VESTED IN OWNERS

The owners of each of the units have the right of first refusal to purchase units of owners who wish to sell their units as follows: In the event an owner elects to sell his or her unit, and/or in the event he or she receives a bona fide offer to purchase such unit, the selling owner shall, in the order the selling owner selects, give the remaining owners the right to match the terms of such bona fide purchase offer. In the event all of the remaining owners fail to match such offer within fifteen days of the date each owner receives notice of the bona fide offer, the selling owner may sell to the non-owner offeror. The provisions of this section shall not apply to a transfer or conveyance of a unit for little or no consideration to an entity such as a trust or partnership in which the owner is a principal or beneficiary as long as such transaction results in the owner's continued use of the unit.

SECTION TWENTY-TWO
REVOCATION OR AMENDMENT OF PLAN

The dedication of the property to the plan of ownership shall not be revoked, or the property removed from the plan of ownership, or any of the provisions herein amended, unless two thirds of the owners, and all of the holders/servicers of all the mortgages encumbering the units, agree to such revocation, or amendment, or removal of the property from the plan by recorded instruments.

Dated September 9, 2003

[Signature]

Don L. Edeen, Manager
STATE OF WYOMING    
COUNTY OF LARAMIE    

On September 9, 2003, before me personally appeared Don L. Edeen, who being by me duly sworn, did say that he is the Manager of EME Development, LLC and that said instrument was signed and sealed on behalf of said limited liability company by authority of its Members and they acknowledged said instrument to be the free act and deed of said limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]
Public Notary

My Commission Expires: 9/11/05
AMENDED DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantors and owners of Condominium Units located upon that real property described below located in Laramie County, Wyoming, as the same is more particularly described to-wit:

Lots Twelve (12) through Twenty-Two (22), Block Seven Hundred Eighty Seven (787), City of Cheyenne, Laramie County, Wyoming,
Also known as Unit 1-20 Big Boy Toy Storage Condo (hereinafter the "subject property") do hereby amend that Declaration of Protective Covenants filed for record on the 10th day of September, 2003, at Book 1760, Pages 1609 to 1615, (the "Declaration"), as follows:

1. Section Twenty One-"Right of First Refusal Vested In Owners"-is deleted.

2. All other provisions of the Declaration shall remain in full force and effect without change by this Amendment.

3. Pursuant to Section Twenty-Two of the Declaration, this Amendment shall be effective when executed by at least two-thirds of the Unit owners and all of the holders/servicers of all mortgages encumbering the units.

Unit #1 Owners:          Unit #1 Lender

Mike A. Metzler
Ann Metzler

Units #2 and 3 Owner:     Units #2 and 3 Lender:
J.W. Whitehead Revocable Trust
dated March 25, 1998
By:

John W. Whitehead, Trustee
Unit #4 Owners:

James William Crader
Josephine Marie Crader

Unit #5 Owner:
Lucky Star, Inc.
By:

Larry Sutherland, President

Units #6 and 15 Owner:
Russell Williams, Jr.

Unit #7 Owners:
Pete Kuhn
Vicki Kuhn

Unit #8 Owner:
DDS, Inc.
By:

Devin Smith, President

Unit #9 Owner:
Keizer, Inc.

Dale Keiser, President
Sharon Keiser, Secretary

Unit #4 Lender:

NONE

Unit #5 Lender:

NONE

Units #6 and 15 Lender:

NONE

Unit #7 Lender:

NONE

Unit #8 Lender
Wyoming Bank & Trust

Unit #9 Lender:

NONE
Unit #10 Owners:

Bill Little
Mary Ellen Little

Units #11 and 12 Owner:
MJ Enterprises
By:

Unit #13 Owners:
Edmund Schmidt
Patricia Schmidt

Unit #14 Owner:
Gene Malone

Units #17 and 18 Owners:
Earl Kinchloe
Brad Kinchloe

Unit #19 Owner:
Emerich Revocable Trust

Unit #10 Lender:
NONE

Units #11 and 12 Lender:
Wells Fargo Bank

Unit #13 Lender:
NONE

Unit #14 Lender:
First Interstate Bank

Unit #16 Owners:

Don Edeen
Hazel Edeen

Units #17 and 18 Lender:
NONE

Unit #16 Lender:
NONE

Units #19 Lender:
By: 
Fred Emerich, Trustee

Unit 20 Owner:
Riske Revocable Trust dated 
January 11, 2000

By:

Don W. Riske, Trustee

Susan M. Riske, Trustee

#1
STATE OF WYOMING )
COUNTY OF LARAMIE ) ss.

On this 18th day of October, 2008, the foregoing instrument was acknowledged, subscribed and sworn to before me by Mike A. Metzler and Ann Metzler.

DON W. RISKE - NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 25, 2012

COUNTY OF WYOMING )
COUNTY OF LARAMIE ) ss.

On this 18th day of October, 2008, the foregoing instrument was acknowledged, subscribed and sworn to before me by John W. Whitehead, Trustee of the J.W. Whitehead Revocable Trust dated

DON W. RISKE - NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 25, 2012

COUNTY OF WYOMING )
COUNTY OF LARAMIE ) ss.

On this 18th day of October, 2008, the foregoing instrument was acknowledged, subscribed and sworn to before me by James William Crader and Josephine Marie Crader.

WITNESS: my hand and official seal.

DON W. RISKE - NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 25, 2012

Notary Public
STATE OF WYOMING )
COUNTY OF LARAMIE ) ss.

On this 24th day of October, 2008, the foregoing instrument was acknowledged, subscribed and sworn to before me by Larry Sutherland, who acknowledged himself to be the President of Lucky Star, Inc., a Wyoming corporation, and that such instrument was signed and sealed on behalf of said corporation by authority of its Directors for the purpose therein contained, and said President acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING )
COUNTY OF LARAMIE ) ss.

On this 18th day of October, 2008, the foregoing instrument was acknowledged, subscribed and sworn to before me by Russell Williams, Jr.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING )
COUNTY OF LARAMIE ) ss.

On this 15th day of October, 2008, the foregoing instrument was acknowledged, subscribed and sworn to before me by Devin Smith, who acknowledged himself to be the President of DDS, Inc., a Wyoming corporation, and that such instrument was signed and sealed on behalf of said corporation by authority of its Directors for the purpose therein contained, and said President acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:
STATE OF WYOMING 
COUNTY OF LARAMIE 

On this 22nd day of January, 2009, the foregoing instrument was acknowledged, subscribed and sworn to before me by Dale Kaizer and Sharon Kaizer, who acknowledged themselves to be the President and Secretary respectively of Kaizer, Inc., a Wyoming corporation, and that such instrument was signed and sealed on behalf of said corporation by authority of its Directors for the purpose therein contained, and said President acknowledged said instrument to be the free act and deed of said corporation.

DONALD L.,Notary Public

My Commission Expires 6-12-12

STATE OF WYOMING 
COUNTY OF LARAMIE 

On this 16th day of October, 2008, the foregoing instrument was acknowledged, subscribed and sworn to before me by Bill Little and Mary Ellen Little.

DON W. RISKE, NOTARY PUBLIC

My Commission Expires: June 25, 2012

STATE OF WYOMING 
COUNTY OF LARAMIE 

On this 14th day of October, 2008, the foregoing instrument was acknowledged, subscribed and sworn to before me by Michelle Jackson, who acknowledged herself to be the President of MJ Enterprises, Inc., a Wyoming corporation, and that such instrument was signed and sealed on behalf of said corporation by authority of its Directors for the purpose therein contained, and said President acknowledged said instrument to be the free act and deed of said corporation.

RENEE THOMAS, Notary Public

My Commission Expires: March 4, 2009

STATE OF WYOMING 
COUNTY OF LARAMIE 

On this 18th day of October, 2008, the foregoing instrument was acknowledged, subscribed and sworn to before me by Edmund Schmidt and Patricia Schmidt.

DON W. RISKE, NOTARY PUBLIC

My Commission Expires June 25, 2012

RECORDED 2/13/2009 AT 4:16 PM REC # 516429 BK # 2085 PG # 434

DEBBIE L. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 8 OF 8
STATE OF WYOMING )
COUNTY OF LARAMIE ) ss.

On this 14 day of January, 2009, the foregoing instrument was acknowledged, subscribed and sworn to before me by Gene Maione.

COUNTY OF LARAMIE )
STATE OF WYOMING ) ss.

On this 18 day of October, 2008, the foregoing instrument was acknowledged, subscribed and sworn to before me by Don Edeen and Hazel Edeen.

COUNTY OF LARAMIE )
STATE OF WYOMING ) ss.

On this 16 day of October, 2008, the foregoing instrument was acknowledged, subscribed and sworn to before me by Earl Kenchlo and Brad Kinchlo.

COUNTY OF LARAMIE )
STATE OF WYOMING ) ss.

On this 16 day of October, 2008, the foregoing instrument was acknowledged, subscribed and sworn to before me by Fred Emerich, who acknowledged himself to be the Trustee of the Emerich Revocable Trust and that such instrument was signed and sealed on behalf of said Trust by authority granted to the Trustees by the Trustors of such Trust, and said Trustees acknowledged said instrument to be the free act and deed of said Trust.

WITNESS my hand and official seal.

Notary Public

RECORDED 2/13/2009 AT 4:18 PM REC# 516428 BK# 2896 PG# 435
STATE OF WYOMING  
COUNTY OF LARAMIE  

On this __13th__ day of __October__, 2008, the foregoing instrument was acknowledged, subscribed and sworn to before me by Don W. Riske and Susan M. Riske, who acknowledged themselves to be the Trustees of the Riske Revocable Trust and that such instrument was signed and sealed on behalf of said Trust by authority granted to the Trustees by the Trustors of such Trust, and said Trustees acknowledged said instrument to be the free act and deed of said Trust.

WITNESS my hand and official seal.

[Signature]

Kendall J. Anderson
Notary Public

My Commission Expires Nov. 3, 2009

RECORDED 2/13/2009 AT 4:15 PM REC# 516429 BK# 2096 PG# 436
DEBRA K. LATHESP, CLERK OF LARAMIE COUNTY, WY PAGE 8 OF 8
DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that EME Development, LLC, the undersigned Owner of all lands described below located in Laramie County, Wyoming, as the same is more particularly described to-wit:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), Block Seven Hundred Eighty-Seven (787), City of Cheyenne, Laramie County, Wyoming, subject to all easements, restrictions and reservations of record.

(hereinafter "subject property"), does hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of uses to which the subject property may be put:

SECTION ONE
OWNERSHIP OF PROPERTY

EME Development, LLC, owns the property described as:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), Block Seven Hundred Eighty-Seven (787), City of Cheyenne, Laramie County, Wyoming, (the "Subject Property").

SECTION TWO
DESCRIPTION OF PROJECT

The project consists of sixteen (16) Units, ("Units"), all to be sold and used for storage of vehicles, equipment and personal property or for other legal purposes. Each Unit is capable of individual utilization, each Unit having its own exit to a common area of the project, and each Unit to be sold to one or more owners, each owner obtaining an exclusive property right thereto, referred to as "Unit," and also an undivided interest in the common areas of the project, as listed in this deed, necessary for their adequate use and enjoyment and referred to as "common areas," all of the above in accordance with the Condominium Ownership Act, Wyo. Stat. § 34-20-101, et seq.

SECTION THREE
ALLOCATION OF AREAS

The project has a total building area of 14,850 square feet with a total of 14,800 square feet owned by the storage Unit owners.

SECTION FOUR
DESCRIPTION OF UNITS AND COMMON AREAS

The Units of the project will be as follows: Sixteen (16) Units as follows:
(1) Unit Twenty One: 900 square feet  
(2) Unit Twenty Two: 900 square feet  
(3) Unit Twenty Three: 900 square feet  
(4) Unit Twenty Four: 900 square feet  
(5) Unit Twenty Five: 900 square feet  
(6) Unit Twenty Six: 900 square feet  
(7) Unit Twenty Seven: 900 square feet  
(8) Unit Twenty Eight: 900 square feet  
(9) Unit Twenty Nine: 900 square feet  
(10) Unit Thirty: 900 square feet  
(11) Unit Thirty One: 900 square feet  
(12) Unit Thirty Two: 900 square feet  
(13) Unit Thirty Three: 1000 square feet  
(14) Unit Thirty Four: 1000 square feet  
(15) Unit Thirty Five: 1000 square feet  
(16) Unit Thirty Six: 1000 square feet

The measurements of the Units include the airspace within the interior walls and one-half of the dividing partitions, but exclude exterior walls.

b. Common Areas. Common areas of the project include:

(1) The property described in Section One of this deed;  
(2) The concrete pad on which the building sits;  
(3) The asphalt paving adjacent to the building;  
(4) The concrete entryway to the project;  
(5) Electric wiring network throughout the project;  
(6) Exterior sidewalks, fencing and landscaping;  
(7) Foundation, roof and main walls of the project, as described in the plans that form part of this Declaration, attached as Exhibit "A."

SECTION FIVE  
COMMON AREAS AND FACILITIES

The common areas shall remain undivided, and no owner shall bring any action for partition or division. The common areas are non-exclusive and may be used by the Unit owners and the owners of Units Eleven through Twenty of the contiguous Big Boy Toy Storage Condominiums project. The interior entryway and asphalt Unit access area may not be used by the owners of Units Thirty Three, Thirty Four, Thirty Five and Thirty Six of the project.

SECTION SIX  
UNDIVIDED INTERESTS

Each Unit owner shall own a 1/16th undivided interest in the Common Areas. The percentage of the undivided interest in the common areas shall not be changed except with the
unanimous consent of all of the owners expressed in a recorded amendment to this Declaration. The undivided interest in the common areas and facilities shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

SECTION SEVEN
RECORDATION; VALUATION

For the purpose of the recording on the recordation of this Declaration, the value of the Big Boy Toy Storage Condominiums II is distributed as follows:

(a) The value of Parcel of land described in Section One is estimated at $520,000.00.
(b) The value of the project described in Section Five is estimated at $600,000.00.

SECTION EIGHT
PLAN OF OWNERSHIP

As appears above, a plan of condominium ownership is constituted under and subject to the provisions the Condominium Ownership Act, Wyo. Stat. § 34-20-101, et seq, so that the Units may be conveyed and recorded as individual properties capable of independent use, each having its own exit to a common area of the project, and each Unit owner having an exclusive and particular right over the respective Unit and, in addition, the specified undivided interest in the common areas.

SECTION NINE
TITLE AND INTEREST OF GRANTEES

The title and interest of the owner of each Unit in the common areas, and their proportionate share in the common expenses of the Common Areas shall be Six and one-quarter percent (6.25%) per Unit.

The affairs of the Unit owners shall be managed by Big Boy Toy Storage II Association, Inc., a Wyoming non-profit corporation, (the "Association"). The owner of one Unit shall be entitled to one vote in all matters that come before the Association. If one person owns more than one Unit, he or she shall be entitled to one vote for each Unit he, she or it owns. There shall be no more than one vote per Unit regardless of how many people own a particular Unit.

SECTION TEN
RATIFICATION OF DECLARATION OF COVENANTS; RESTRICTION ON USE

All present or future owners, tenants or future tenants, or any other person that might use the facilities of the project in any manner, are subject to the provisions of this document; and the mere acquisition or rental of any of the storage Units of the project or the mere act of occupancy of any of the Units shall signify that the provisions of this document are accepted and ratified.
The respective Units shall not be rented by the owners for transient purposes, which shall be defined as (a) rental for any period less than 30 days. Other than the foregoing obligations, the owners of the respective Units shall have the absolute right to lease the Unit, provided that the lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the Bylaws and all duly enacted resolutions of the Association.

SECTION ELEVEN
ADMINISTRATION OF PROJECT

The administration of Big Boy Toy Storage Condominiums II, consisting of the project and parcel of land described in this document, shall be in accordance with the provisions of this document and with the provisions of the By-Laws and any duly adopted resolutions of the Association.

SECTION TWELVE
RULES AND REGULATIONS

Each owner shall comply with the provisions of this Declaration and the By Laws and resolutions of the Association. The failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due, attorney’s fees and costs, damages and/or for injunctive relief.

SECTION THIRTEEN
CONTRIBUTION TO COMMON EXPENSES

Unit owners shall be assessed and pay for their equal 1/16th share of the expenses of maintenance of the Common areas, insurance on the building, security and such other expenses as may be approved by resolution of the Association. No action of a Unit owner may exempt such owner from liability for contribution toward the common expenses by waiver of the use or enjoyment of the Common Areas or by the abandonment of the Unit.

SECTION FOURTEEN
REPAIR OF PROPERTY

If all or a portion of the Subject Property is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be determined by the Association.

SECTION FIFTEEN
ASSESSMENTS; LIABILITY OF MORTGAGEE

Where a mortgagee or other purchaser of a Unit obtains title by reason of foreclosure of a mortgage encumbering a Unit, such acquirer of title, and successors or assigns, shall not be liable for any assessments by the Association that became due prior to the earliest date the acquirer is legally
entitled to take title, it being understood, however, that the above shall not be construed to prevent
the Association from filing and claiming liens for such assessments and enforcing them as provided
by law, and that such assessment liens shall be subordinate to such mortgage.

SECTION SIXTEEN
ASSESSMENTS; LIABILITY OF SUBSEQUENT GRANTEE

In a voluntary conveyance of a Unit, the grantee(s) of the Unit shall be jointly and
severally liable with the grantor for all unpaid assessments assessed by the Association against the
grantor for the grantor's share of the common expenses up to the time of the grant or conveyance
without prejudice to grantee's rights to recover from grantor the amounts paid by grantee for such
assessments. However, any such grantee shall be entitled to a statement from the manager or board
of directors of the Association, as the case may be, setting forth the amount of the unpaid
assessments against grantor due to the Association, and such grantee shall not be liable for, nor shall
the Unit conveyed be subject to lien for, any unpaid assessments made by the Association against
grantor in excess of the amount set forth in the statement.

SECTION SEVENTEEN
BLANKET PROPERTY INSURANCE

The board of directors of the Association shall obtain and continue in effect blanket
property insurance in forms and amounts satisfactory to the Unit owners and any mortgagees holding
mortgages covering Units but without prejudice to the right of the owner of a Unit to obtain
individual insurance.

SECTION EIGHTEEN
INSURANCE PREMIUMS

The insurance premium for any blanket insurance coverage shall be a common expense
to be paid by monthly or annual assessments levied by the Association and such payments shall be
used solely for the payment of the blanket property insurance premiums as they become due.

SECTION NINETEEN
REVOCATION OR AMENDMENT OF PLAN

The dedication of the property to the plan of ownership shall not be revoked, or the
property removed from the plan of ownership, or any of the provisions herein amended, unless two
thirds (66%) of the Unit owners, and all of the holders/servicers of all the mortgages encumbering
the Units, agree to such revocation, or amendment, or removal of the property from the plan by
recorded instruments.
EME Development, LLC,
By: 

Don L. Edeen, Manager
STATE OF WYOMING

COUNTY OF LARAMIE

On December 6, 2010, before me personally appeared Don L. Edeen, who being by me duly sworn, did say that he is the Manager of EME Development, LLC, and that said instrument was signed and sealed on behalf of said limited liability company by authority of its Members and he acknowledged said instrument to be the free act and deed of said limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]

Notary Public

My Commission Expires:

[Stamp]
SECOND AMENDED DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantors and owners of Condominium Units located upon that real property described below located in Laramie County, Wyoming, as the same is more particularly described to-wit:

Lots Twelve (12) through Twenty-Two (22), and the Sixteen foot (16') vacated alleyway, Block Seven Hundred Eighty-Seven (787), City of Cheyenne, Laramie County, Wyoming, also known and identified as Units One (1) through Twenty (20), Big Boy Toy Storage Condominiums and Lots One (1) through Eleven (11), Block Seven Hundred Eighty-Seven (787), City of Cheyenne, Laramie County, Wyoming also known and identified as Unit Twenty One (21) through Thirty Six (36), Big Boy Toy Storage Condominiums II, subject to all easements, restrictions and reservations of record;

(hereinafter "subject property"), do hereby amend that Declaration of Protective Covenants filed for record on the 10th day of September, 2003, at Book 1760, Pages 1609 to 1615, (the "Declaration"), and the Amended Declaration of Protective Covenants filed for record on the 13th day of February, 2009, at Book 2096, Pages 429 to 436, (the "Amended Declaration"), as follows:

SECTION ONE
OWNERSHIP OF PROPERTY

The ownership of the Property is shown and identified on the signature pages of the Owners set forth below.

SECTION TWO
DESCRIPTION OF PROJECT

The project consists of thirty-six (36) Units, ("Units"), all to be sold and used for storage of vehicles, equipment and personal property or for other legal purposes. Each Unit is capable of individual utilization, each Unit having its own exit to a common area of the project or a public street, and each Unit to be sold to one or more owners, each owner obtaining an exclusive property right thereto, referred to as "Unit," and also an undivided interest in the common areas of the project, as listed in this Declaration, necessary for their adequate use and enjoyment and referred to as "Common Areas," all of the above in accordance with the Condominium Ownership Act, Wyoming Statute § 34-20-101, et seq.

SECTION THREE
ALLOCATION OF AREAS

The project has a total building area of 31,970 square feet with a total of 31,188 square feet owned by the Unit Owners.

SECTION FOUR
DESCRIPTION OF UNITS AND COMMON AREAS

The Units of the project will be as follows:

a. Thirty-Six Units as follows:

   (1) Unit One: 824 square feet
   (2) Unit Two: 864 square feet
   (3) Unit Three: 864 square feet
   (4) Unit Four: 864 square feet
   (5) Unit Five: 864 square feet
   (6) Unit Six: 864 square feet
   (7) Unit Seven: 864 square feet
   (8) Unit Eight: 864 square feet
   (9) Unit Nine: 864 square feet
   (10) Unit Ten: 824 square feet
(11) Unit Eleven: 824 square feet
(12) Unit Twelve: 864 square feet
(13) Unit Thirteen: 864 square feet
(14) Unit Fourteen: 864 square feet
(15) Unit Fifteen: 864 square feet
(16) Unit Sixteen: 864 square feet
(17) Unit Seventeen: 864 square feet
(18) Unit Eighteen: 864 square feet
(19) Unit Nineteen: 864 square feet
(20) Unit Twenty: 824 square feet
(21) Unit Twenty One: 854 square feet
(22) Unit Twenty Two: 854 square feet
(23) Unit Twenty Three: 854 square feet
(24) Unit Twenty Four: 854 square feet
(25) Unit Twenty Five: 854 square feet
(26) Unit Twenty Six: 854 square feet
(27) Unit Twenty Seven: 854 square feet
(28) Unit Twenty Eight: 854 square feet
(29) Unit Twenty Nine: 854 square feet
(30) Unit Thirty: 854 square feet
(31) Unit Thirty One: 854 square feet
(32) Unit Thirty Two: 854 square feet
(33) Unit Thirty Three: 955 square feet
(34) Unit Thirty Four: 955 square feet
(35) Unit Thirty Five: 955 square feet
(36) Unit Thirty Six: 955 square feet

The measurements of the Units include the airspace within the interior walls.

b. Common Areas. Common areas of the project include:

(1) The parcel of land described in this Declaration;
(2) The concrete pads on which the buildings sit;
(3) The asphalt paving adjacent to the buildings;
(4) The asphalt courtyard area between the buildings;
(5) The concrete entryway to the courtyard area and concrete drainage channel;
(6) The concrete driveways adjoining Units 33, 34, 35 and 36;
(7) Electric wiring network throughout the project.
(8) Necessary public light and water connections:
(9) Foundations, roofs and main walls of the buildings; and
(10) Exterior sidewalks, fencing, gates and landscaping.

SECTION FIVE
COMMON AREAS AND FACILITIES

The Common Areas described in Section 4 b. above shall remain undivided, and no owner may bring any action for partition or division. Use of the Common Areas by Unit Owners is non-exclusive. No Unit owner may park or store any vehicle or equipment on any portion of the Common Areas or allow any such vehicle or equipment to remain on any portion of the Common Areas for more than twenty four (24) continuous hours.

SECTION SIX
UNDIVIDED INTERESTS

Each Unit owner shall own a 1/36th undivided interest in the Common Areas. The percentage of the undivided interest in the Common Areas shall not be changed except with the unanimous consent of all of the owners expressed in a recorded amendment to this Declaration. The undivided interest in the Common Areas shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such undivided interest is not expressly mentioned or described in the conveyance or other instrument.

SECTION SEVEN
RECORDATION; VALUATION

RECORD 3/08/2013 AT 11:08 AM RECORD 622251 BK# 2366 PG# 759
DEANN K. LARIMORE, EXECUTIVE OF LARRIMORE TRUST, WT PAGE 2 OF 10
For the purpose of the recording of this Declaration, the value of Big Boy Toy Storage Inc. is distributed as follows:

(a) The value of the subject property described above is estimated at $1,040,000.00.

(b) The value of the project described in Section Four is estimated at $1,200,000.00.

SECTION EIGHT
PLAN OF OWNERSHIP

As appears above, a plan of condominium ownership is constituted under and subject to the provisions of the Condominium Ownership Act, Wyoming Statute § 34-20-101, et seq, so that the Units may be conveyed and recorded as individual properties capable of independent use, each having its own exit to a Common Area of the project, and each Unit owner having an exclusive and particular right over the respective Unit and, in addition, the specified undivided interest in the Common Areas.

SECTION NINE
TITLE AND INTEREST OF GRANTORS IN COMMON AREAS

The title and interest of the Owner of a Unit in the Common Areas, shall be 2.7779 %, per Unit.

SECTION TEN
OWNERS’ SHARE OF EXPENSES

Each Unit shall be responsible for payment of the expenses of the Corporation incurred for the repair, maintenance, upkeep, snow removal, weed eradication, security devices and services, insurance, Corporation management and such other expenses and costs as may be approved by the Corporation, in an amount equal to 2.7779 % of the total of such expenses. Expenses shall be billed to the Owner of each Unit annually unless an emergency assessment is authorized by resolution of the Corporation at a regular or special meeting called for such purpose.

No action of a Unit Owner may exempt such Owner from liability for contribution toward the expenses of the Corporation by waiver of the use or enjoyment of the Common Areas or by the abandonment of the Unit.

SECTION ELEVEN
CORPORATION

The affairs of the Unit owners shall be managed by the Directors of Big Boy Toy Storage, Inc., a Wyoming non-profit corporation, (the “Corporation”), according to its duly-adopted By-Laws and any amendments thereto, any duly adopted resolution of the Corporation and this Declaration. All Owners shall be Directors of the Corporation. The owner of one (1) Unit shall be entitled to one (1) vote in all matters that come before the Corporation. If one person owns more than one Unit, he or she shall be entitled to one (1) vote for each Unit he, she or it owns. There shall be no more than one (1) vote per Unit regardless of how many people own a particular Unit.

SECTION TWELVE
RATIFICATION OF DECLARATION OF COVENANTS; RESTRICTION ON USE

All present or future owners, tenants or future tenants, or any other person that might use the facilities of the project in any manner, are subject to the provisions of this Declaration; and the mere acquisition or rental of any of the storage Units of the project or the mere act of occupancy of any of the Units shall signify that the provisions of this Declaration are accepted and ratified.

The respective Units shall not be rented by the owners for transient purposes, which shall be defined as (a) rental for any period less than thirty (30) days. Other than the foregoing obligations, the Owners of the respective Units shall have the absolute right to lease the Unit, provided that the lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the Bylaws and all duly enacted resolutions of the Corporation.
SECTION TWELVE
ENFORCEMENT

Each owner shall comply with the provisions of this Declaration and the By-Laws and any amendments thereto and any duly adopted resolution of the Corporation. The failure to comply with any such provisions, decisions, or resolutions or failure to pay any annual or special assessment shall be grounds for an action to recover sums due, damages and/or for injunctive relief. An action to enforce this Declaration and/or the By-Laws and any amendments thereto and/or any duly adopted resolution of the Corporation may only be brought by the Corporation after a resolution to bring any such action has been duly adopted. Any Owner found to have violated this Declaration, the By-Laws or any amendments thereto or any duly adopted resolution of the Corporation or who is found to have failed to pay any annual or special assessment shall be liable for the attorney’s fees and costs incurred by the Corporation in such action.

SECTION THIRTEEN
REPAIR OF PROPERTY

If all or a portion of the Subject Property is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be determined by the Corporation.

SECTION FOURTEEN
ASSESSMENTS; LIABILITY OF MORTGAGEE

Where a mortgagee or other purchaser of a Unit obtains title by reason of foreclosure of a mortgage encumbering a Unit, such acquirer of title, and successors or assigns, shall not be liable for any assessments by the Corporation that became due prior to the earliest date the acquirer is legally entitled to take title, it being understood, however, that the above shall not be construed to prevent the Corporation from filing and claiming liens for such assessments and enforcing them as provided by law, and that such assessment liens shall be subordinate to such mortgage.

SECTION FIFTEEN
ASSESSMENTS; LIABILITY OF SUBSEQUENT GRANTEE

In a voluntary conveyance of a Unit, the grantee(s) of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments assessed by the Corporation against the Grantor for the Grantor's share of the Common Expenses up to the time of the grant or conveyance without prejudice to Grantee's rights to recover from Grantor the amounts paid by Grantee for such assessments. However, any such Grantee shall be entitled to a statement from the Treasurer of the Corporation setting forth the amount of the unpaid assessments against Grantor due to the Corporation, and such Grantee shall not be liable for, nor shall the Unit conveyed be subject to lien for, any unpaid assessments made by the Corporation against Grantor in excess of the amount set forth in the Treasurer's statement.

SECTION SIXTEEN
PROPERTY INSURANCE

The Corporation shall obtain and continue in effect property insurance for the buildings and Common Areas in forms and amounts satisfactory to Corporation and any mortgagees holding mortgages covering Units, but without prejudice to the right of any Owner of a Unit to obtain individual insurance for his, her or its Unit.

SECTION SEVENTEEN
REVOCATION OR AMENDMENT OF PLAN

The dedication of the property to the plan of ownership shall not be revoked, or the property removed from the plan of ownership, or any of the provisions herein amended, unless two thirds (66%) of the Unit owners, and all of the holders/servicers of all the mortgages encumbering the Units, agree to such revocation, amendment or removal of the property from the plan by recorded instruments.

Pursuant to Section Twenty-Two of the Declaration, this Second Amendment shall be effective when executed by no less than two-thirds (66%), i.e. twenty-four (24), of the Unit Owners and all of the holders/servicers of all mortgages encumbering the units.
SECTION EIGHTEEN
REVOCATION OF DECLARATION OF PROTECTIVE COVENANTS FOR BIG BOY
STORAGE CONDOMINIUM II

By its signature below, EME Development, LLC, the Declarant of the Declaration of
Protective Covenants filed for record in the office of the Laramie County Clerk, Laramie County
Wyoming, on December 8, 2010, at Book 2196, Page 921, and that Declaration of Protective
Covenants recorded in the office of the Laramie County Clerk, Laramie County Wyoming, on
January 5, 2011, at Book 2202, Page 179, pursuant to Section Nineteen of both such
Declarations, hereby revoke such Declarations and replace and supplant such Declarations with
this Declaration.

Unit # 1 Owners:

Mike A. Metzler

Ann Metzler

Units #2 and #3 Owner:
J.W. Whitehead Revocable Trust
dated March 25, 1998
By:

John W. Whitehead, Trustee

Unit #4 Owner:
J. William Crader, Jr. and J. Marie Crader Joint Revocable Trust, w/a August 29, 2007,
By:

J. William Crader, Jr., Trustee

J. Marie Crader, Trustee

Unit #5 Owners:
By:

Larry Sutherland

Kimberlee Sutherland

Units #6 and #15 Owner:

Russell I. Williams, Jr.

Unit #7 Owners:

Benny L. Leighton

Kristen Leighton

Unit #1 Lender

NONE

Units #2 and 3 Lender:

NONE

Unit #4 Lender:

NONE

Unit #5 Lender:

NONE

Units #6 and #15 Lender:

NONE

Unit #7 Lender:

NONE

RECORDED 9/23/2013 AT 11:08 AM REC# 622261 BK# 2356 PG# 772
DEBRA L. LATHROP CLERK OF LARAMIE COUNTY, WY PAGE 9 OF 18.
Unit #1 Owners:

Mike A. Metzler

Ann Metzler

Units #2 and #3 Owner:
J.W. Whitehead Revocable Trust
dated March 25, 1998

By:

John W. Whitehead, Trustee

Unit #4 Owner:
J. William Crader, Jr. and J. Marie Crader Joint Revocable Trust, u/a August 29, 2007,

By:

J. William Crader, Jr., Trustee

J. Marie Crader, Trustee

Unit #5 Owners:

By:

Larry Sutherland

Kimberlee Sutherland

Units #6 and #15 Owner:

Russell I. Williams, Jr.

Unit #7 Owners:

Benny L. Leighton

Kristen Leighton

Unit #8 Owner:
DDS, Inc.
By:

Devon Smith, President

Unit #1 Lender

NONE

Units #2 and 3 Lender:

NONE

Unit #4 Lender:

NONE

Unit #5 Lender:

NONE

Unit #6 and #15 Lender:

NONE

Unit #7 Lender:

NONE

Unit #8 Lender:

Wyoming Bank & Trust
Unit #1 Owners:

Mike A. Metzler

Ann Metzler

Units #2 and #3 Owner:
J.W. Whitehead Revocable Trust
dated March 25, 1998
By:

John W. Whitehead, Trustee

Units #2 and 3 Lender:

NONE

Unit #4 Owner:
J. William Crader, Jr. and J. Marie Crader Joint Revocable Trust, u/a August 29, 2007,
By:

J. William Crader, Jr., Trustee

Unit #4 Lender:

NONE

J. Marie Crader, Trustee

Unit #5 Owners:
By:
Larry Sutherland
Kimberlee Sutherland

Units #6 and #15 Owner:

Rachel Sutherland

Unit #6 and #15 Lender:

NONE

Russell I. Williams, Jr.

Unit #7 Owners:

Benny L. Leighton
Kristen Leighton

Unit #7 Lender:

NONE

Unit #8 Owner:
DDS, Inc.
By:

Devin Smith, President

Unit #8 Lender
Wyoming Bank & Trust
Units #17 and 18 Owners:

Earl B. Kincheloe

Bradley B. Kincheloe

Unit #19 Owner:
Fred Emerich Revocable Trust dated the 19th day of May, 2001,
By:

Fred Emerich, Trustee

Unit #20 Owner:
Riske Revocable Trust dated
January 11, 2000
By:

Don W. Riske, Trustee
Susan M. Riske, Trustee

Unit #21 Owner:
By:

James H. Layman
Kristi A. Layman

Units #22, 23, 24, 30, 32 and 33, Owner:
EME Development, LLC
By:

Don L. Eden, Managing Member

Units #25, 22, 23, 24, 27, 29, 30
31, 32 and 33, Owner:
Lender:
Tri-County Bank:
By:

T. Fred, President

Unit #25 Lender:

Unit #26 Owners:

Edward L. Grant
Delores A. Grant

Unit #17 and 18 Lender:

NONE

Unit #19 Lender:

NONE

Unit #20 Lender:

First National Bank
By:

V.P.

Unit #21 Lender:

NONE

Unit #26 Lender:

NONE
Unit #9 Owner:
Keizer, Inc.

Dale Keiser, President

Sharon Keiser, Secretary

Unit #10 Owners:

William A. Little, Jr.

Mary Ellen Little

Units #11 and #12 Owner:
MJ Enterprises, a Wyoming Limited liability company
By:

Units #11 and #12 Lender:
Wells Fargo Bank
By:

Unit #13 Owners:
Patricia Trusheim Schmidt Revocable Trust, u/a October 23, 2007
By:

Patricia Schmidt, Trustee

Unit #13 Lender:

Unit #14 Owners:

Eugene Maione

Margaret A. Maione

Unit #16 Owners:
Edeen Revocable Trust, u/a October 3, 2000
By:

Don L. Edeen, Trustee

Hazel C. Edeen, Trustee

Units #17 and 18 Owners:

Earl B. Kinchloe

Bradley B. Kinchloe

Unit #10 Lender:

NONE

Unit #14 Lender:
First Interstate Bank
By:

NONE

Unit #16 Lender:

NONE

Units #17 and 18 Lender:

NONE
Unit #8 Owner:  
DDS, Inc.  
By:  

Devin Smith, President

Unit #9 Owner:  
Keizer Inc.  

Date Keizer, President  

Sharon Keizer, Secretary

Unit #10 Owners:  
William A. Little, Jr.

Mary Ellen Little

Unit #11 and #12 Owner:  
MJ Enterprises, a Wyoming Limited Liability company  
By:  

Michelle M. Mai

Units #11 and #12 Lender:  
Wells Fargo Bank  
By:  

Patricia Trusheim Schmidt Revocable Trust, u/a October 23, 2007  
By:  

Patricia Schmidt, Trustee

Unit #13 Owners:  

By:

Unit #13 Lender:  

NONE

Unit #14 Owners:  

Eugene Maione  
Margaret A. Maione

Unit #14 Lender:  
First Interstate Bank  
By:  

Don E. Edeen, Trustee  
Hazel C. Edeen, Trustee

Unit #16 Owners:  
Edeen Revocable Trust, u/a October 3, 2000  
By:  

NONE

Unit #16 Lender:  

Unit #19 Owner: Fred Emerich Revocable Trust dated the 18th day of May, 2001,
By:

Fred Emerich, Trustee

Unit #20 Owner: Riske Revocable Trust dated January 11, 2000
By:

Don W. Riske, Trustee

Susan M. Riske, Trustee

Unit #21 Owner:
By:

James H. Layman

Kristi A. Layman

Units #22, 23, 24, 27, 29, 30 31, 32 and 33, Owner:
EME Development, LLC
By:

Don L. Edeen, Managing Member

Unit #25 Owner:

Kent L. Powell

Unit #26 Owners:

Edward L. Grant

Dorothy A. Grant

Unit #28 Owner:

Frank M. Cole

Louise Cole

Unit #19 Lender: NONE

Unit #20 Lender:
First National Bank
By:

Unit #21 Lender:

Unit #25 Lender:

Unit #26 Lender:

Unit #28 Lender:
Unit #27 Owners:

Christopher M. Tarantola

Patricia W. Tarantola

Unit #28 & 29 Owners:

Frank M. Cole

Louise Cole

Unit #31 Owners:

Don E. Moench

Belinda M. Moench

Unit #34 Owner: J&R Development, LLC
By:

Managing Member

Unit #35 Owner:

Unit #36 Owner:

Joseph T. Valencia

#1
STATE OF WYOMING )
) ss.
COUNTY OF LARAMIE )

On this __________ day of __________, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Mike A. Metzler and Ann Metzler.

WITNESS my hand and official seal.

My Commission expires: ____________________________

Notary Public

#2 and 3:
STATE OF WYOMING )
) ss.
COUNTY OF LARAMIE )

On this __________ day of __________, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by John W. Whitehead, Trustee of the J.W. Whitehead Revocable Trust dated March 25, 1998.

WITNESS my hand and official seal.

My Commission expires: ____________________________
Unit #34 Owner:  
J&R Development, LLC  
By:  

Managing Member  

Unit #35 Owner:  

Jonathan Martel  

Unit #36 Owner:  

Joseph T. Valencia  

#1  
STATE OF WYOMING  
) ss.  
COUNTY OF LARAMIE  

On this 27 day of October, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Mike A. Metzler and Ann Metzler, official seal.

[Signature]

On this ______ day of ______, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by John W. Whitehead, Trustee of the I.W. Whitehead Revocable Trust dated March 25, 1998.

WITNESS my hand and official seal.

#2  
STATE OF WYOMING  
) ss.  
COUNTY OF LARAMIE  

On this ______ day of ______, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by J. William Crader, Jr. and J. Marie Crader, who acknowledged themselves to be the Co-Trustees of the Emerich Revocable Trust, u/a, and that such instrument was signed and sealed on behalf of said Trust by authority granted to the Trustees by the Trustees of such Trust, and said Trustees acknowledged said instrument to be the free act and Declaration of said Trust.

WITNESS my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:

#3  
STATE OF WYOMING  
) ss.  
COUNTY OF LARAMIE  

On this 19th day of October, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Larry Sutherland and Kimberly Sutherland.

WITNESS my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:

#4  
STATE OF WYOMING  
) ss.  
COUNTY OF LARAMIE  

On this ______ day of ______, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by [Name], who acknowledged himself to be the ______ of the ______, and that such instrument was signed and sealed on behalf of said Trust by authority granted to the Trustees by the Trustees of such Trust, and said Trustees acknowledged said instrument to be the free act and Declaration of said Trust.

WITNESS my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:
STATE OF WYOMING 
COUNTY OF LARAMIE 

On this 3rd day of October, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by J. William Crader, Jr. and J. Marie Crader, who acknowledged themselves to be the Co-Trustees of the J. William Crader, Jr. and J. Marie Crader Joint Revocable Trust, U/A August 29, 2007, and that such instrument was signed and sealed on behalf of said Trust by authority granted to the Trustees by the Trustees of such Trust, and said Trustees acknowledged said instrument to be the free act and Declaration of said Trust.

Notary Public

STATE OF WYOMING 
COUNTY OF LARAMIE 

On this ______ day of ________, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Larry Sutherland and Kimberlee Sutherland.

WITNESS my hand and official seal.

My Commission Expires:

STATE OF WYOMING 
COUNTY OF LARAMIE 

On this 23rd day of January, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Russell L. Williams, Jr.

Notary Public

STATE OF WYOMING 
COUNTY OF LARAMIE 

On this 23rd day of January, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Benny L. Leighton and Kristen Leighton.

WITNESS my hand and official seal.

My Commission Expires:

STATE OF WYOMING 
COUNTY OF LARAMIE 

On this ______ day of ________, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Devin Smith, who acknowledged himself to be the President of D.D.S., Inc., a Wyoming corporation, and that such instrument was signed and sealed on behalf of said corporation by authority of its Directors for the purpose therein contained, and said President acknowledged said instrument to be the free act and Declaration of said corporation.

WITNESS my hand and official seal.

My Commission Expires:
STATE OF WYOMING  
COUNTY OF LARAMIE  

On this 27th day of October, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Dale Kaizer and Sharon Kaizer, who acknowledged themselves to be the President and Secretary respectively of Kaizer, Inc., a Wyoming corporation, and that such instrument was signed and sealed on behalf of said corporation by authority of its Directors for the purpose therein contained, and said President acknowledged said instrument to be the free act and Declaraton of said corporation.

WITNESS my hand and official seal.

My Commission expires:

11 and 12:
STATE OF WYOMING  
COUNTY OF LARAMIE  

On this 27th day of October, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Michelle Jackson, who acknowledged herself to be the President of MJ Enterprises, Inc., a Wyoming corporation, and that such instrument was signed and sealed on behalf of said corporation by authority of its Directors for the purpose therein contained, and said President acknowledged said instrument to be the free act and Declaration of said corporation.

WITNESS my hand and official seal.

My Commission expires:

13:
STATE OF WYOMING  
COUNTY OF LARAMIE  

On this 27th day of October, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Patricia Trustheim-Schmidt, who acknowledged herself to be the Trustee of the Patricia Trustheim-Schmidt Revocable Trust, as of October 21, 2007, and that such instrument was signed and sealed on behalf of said Trust by authority granted to the Trustees by the Trustees of such Trust, and said Trustees acknowledged said instrument to be the free act and Declaration of said Trust.

WITNESS my hand and official seal.

My Commission expires:

14:
STATE OF WYOMING  
COUNTY OF LARAMIE  

On this 27th day of October, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Gene Maione and Margaret Maione.

WITNESS my hand and official seal.

My Commission expires:
STATE OF WYOMING  
COUNTY OF LARAMIE  

On this ______ day of ___________ 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Don L. Edeen and Hazel C. Edeen, Trustees of the Edeen Revocable Trust, u/a October 3, 2000, and that such instrument was signed and sealed on behalf of said Trust by authority granted to the Trustees by the Trustors of such Trust, and said Trustees acknowledged said instrument to be the free act and Declaration of said Trust.

WITNESS my hand and official seal.

[Signature]

STATE OF WYOMING  
COUNTY OF LARAMIE  

On this ______ day of ___________ 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Earl R. Knecht, and Brad Knecht.

WITNESS my hand and official seal.

[Signature]

STATE OF WYOMING  
COUNTY OF LARAMIE  

On this ______ day of ___________ 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Fred Emerich, who acknowledged himself to be the Trustee of the Fred Emerich Revocable Trust dated the 18th day of May, 2001, and that such instrument was signed and sealed on behalf of said Trust by authority granted to the Trustees by the Trustors of such Trust, and said Trustees acknowledged said instrument to be the free act and Declaration of said Trust.

WITNESS my hand and official seal.

Notary Public

STATE OF WYOMING  
COUNTY OF LARAMIE  

On this ______ day of ___________ 2013, the foregoing instrument was acknowledged, subscribed and sworn to before me by Don W. Riske and Susan M. Riske, who acknowledged themselves to be the Trustees of the Riske Revocable Trust, u/a January 11, 2000, and that such instrument was signed and sealed on behalf of said Trust by authority granted to the Trustees by the Trustors of such Trust, and said Trustees acknowledged said instrument to be the free act and Declaration of said Trust.

WITNESS my hand and official seal.

[Signature]

Notary Public

STATE OF WYOMING  
COUNTY OF LARAMIE  

On this ______ day of ___________ 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by James H. Layman and Kristi J. Layman.

WITNESS my hand and official seal.

Notary Public
My Commission Expires:  

#20  
STATE OF WYOMING  
COUNTY OF LARAMIE  

On this day of , 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Don W. Riske and Susan M. Riske, who acknowledged themselves to be the Trustees of the Riske Revocable Trust and that such instrument was signed and sealed on behalf of said Trust by authority granted to the Trustees by the Trustees of such Trust, and said Trustees acknowledged said instrument to be the free act and Declaration of said Trust.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:  

#22, 23, 24, 27, 29, 30, 31, 32 and 33:  

STATE OF WYOMING  
COUNTY OF LARAMIE  

On the day of , 2012, before me personally appeared Don L. Edeen, who being by me duly sworn, did say that he is the Manager of EME Development, LLC, and that said instrument was signed and sealed on behalf of said limited liability company by authority of its Members and he acknowledged said instrument to be the free act and Declaration of said limited liability company.

WITNESS my hand and official seal.

Notary Public

#25  
STATE OF WYOMING  
COUNTY OF LARAMIE  

On this day of , 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Kent I. Powell.

WITNESS my hand and official seal.

Notary Public

#26  
STATE OF WYOMING  
COUNTY OF LARAMIE  

On this day of , 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Edward L. Grant and Delores A. Grant.

WITNESS my hand and official seal.

Notary Public

#28  
STATE OF WYOMING  
COUNTY OF LARAMIE  

On this day of , 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Frank M. Cole and Louise Cole.

WITNESS my hand and official seal.

Notary Public
STATE OF WYOMING  
COUNTY OF LARAMIE  

On the 27th day of December, 2012, before me personally appeared Don L. Edeen, who being by me duly sworn, did say that he is the Manager of EME Development, LLC, and that said instrument was signed and sealed on behalf of said limited liability company by authority of its Members and he acknowledged said instrument to be the free act and Declaration of said limited liability company.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING  
COUNTY OF LARAMIE  

On this __________ day of __________, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Kent I. Powell.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING  
COUNTY OF LARAMIE  

On this __________ day of __________, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Edward L. Grant and Delores A. Grant.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING  
COUNTY OF LARAMIE  

On this __________ day of __________, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Christopher M. Tarantola and Patricia W. Tarantola.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING  
COUNTY OF LARAMIE  

On this __________ day of __________, 2012, the foregoing instrument was acknowledged, subscribed and sworn to before me by Frank M. Cole and Louise Cole.

WITNESS my hand and official seal.

Notary Public

My Commission expires: