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**AMENDED CONDOMINIUM DECLARATION
AND MASTER DEED**

AMENDED DECLARATION AND MASTER DEED effective as of the date of recording with the Laramie County, Wyoming County Clerk by Heartland Home Builders, Inc., and Kellie M. O'Brien, Grantors.

Grantors hereby amend, replace and supplant that Condominium Declaration and Master Deed dated March 29, 2004, and recorded upon the deed records of the Laramie County Clerk on the same date at Book 1800, Pages 1418-1431, by this Amendment.

Grantors adopt this Amended Condominium Declaration and Master Deed and convey the subject Property, parcels thereof, Units thereon and General Common Areas of the Briar Gate Condominiums (the "Project") as follows:

**SECTION ONE
STATEMENT OF PURPOSE**

Heartland Home Builders, Inc., a Wyoming corporation, ("Heartland") is the owner of real property located in Laramie County, Wyoming, described as follows:

Block Seven (7), Grandview Park Addition, Second Filing,
an addition to the City of Cheyenne, Laramie County,
Wyoming, (hereinafter the "Property").

Heartland has constructed twelve (12) buildings on the Property with four (4) separate dwelling units within each building. Heartland entered into purchase contracts with various Purchasers for one or more of the buildings.

On June 25, 2003, James O. Woods, III, President of Heartland, and James O. Woods, IV and Joshua Lane Woods, as Incorporators, filed Articles of Incorporation for Briar Gate Apartment Association, Inc., a Wyoming Domestic Nonprofit Corporation (the "Association").

By Warranty Deed dated January 2, 2004, Heartland conveyed a parcel of the subject property to Kellie M. O'Brien. Such Warranty Deed was recorded upon the deed records of the Laramie County Clerk, Laramie County, Wyoming, at Book 1787, Page 1546. (the "O'Brien Deed").

Heartland and O'Brien desire to document their intent that this Amended Condominium Declaration and Master Deed encumber and apply to all of Block Seven



(7), Grandview Park Addition, Second Filing, even though the O'Brien Deed was recorded before this Declaration. It is the express intention of the parties hereto that this Amended Condominium Declaration and Master Deed shall bind the Property and all interests thereto from the date of its recording. It is the further express intention of the parties that this Amended Condominium Declaration and Master Deed comply with all requirements of the Wyoming Condominium Ownership Act, W.S. §34-20-101 *et seq.*

SECTION TWO
DESCRIPTION OF CONDOMINIUM UNITS;
OWNERSHIP

The Property includes General Common Areas as defined in Section Three below and Forty-Eight (48) individual Condominium Units (individual air space units), described as follows:

Unit 1A, consisting of the Left (*when facing the front of Building 1*) Upper Level apartment of Building 1, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 1A from and after the recording of this Amended Condominium Declaration and Master Deed shall be Clare Abbene, a married person, 809 Napa Valley Drive, Fort Collins, Colorado 80525.

Unit 1B, consisting of the Right (*when facing the front of Building 1*) Upper Level apartment of Building 1, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 1B from and after the recording of this Amended Condominium Declaration and Master Deed shall be Clare Abbene, a married person, 809 Napa Valley Drive, Fort Collins, Colorado 80525.

Unit 1C, consisting of the Left (*when facing the front of Building 1*) Lower Level apartment of Building 1, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 1C from and after the recording of this Amended Condominium Declaration and Master Deed shall be Clare Abbene, a married person, 809 Napa Valley Drive, Fort Collins, Colorado 80525.

Unit 1D, consisting of the Right (*when facing the front of Building 1*) Lower Level apartment of Building 1, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 1D from and after the recording of this Amended Condominium Declaration and Master Deed shall be Clare Abbene, a married person, 809 Napa Valley Drive, Fort Collins, Colorado 80525.

Unit 2A, consisting of the Left (*when facing the front of Building 2*) Upper Level apartment of Building 2, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 2A from and after the recording of this Amended

Condominium Declaration and Master Deed shall be Kellie M. O'Brien, a single woman, 527 West Maple Street, Hinsdale, IL 60521.

Unit 2B, consisting of the Right (*when facing the front of Building 2*) Upper Level apartment of Building 2, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 2B from and after the recording of this Amended Condominium Declaration and Master Deed shall be Kellie M. O'Brien, a single woman, 527 West Maple Street, Hinsdale, IL 60521.

Unit 2C, consisting of the Left (*when facing the front of Building 2*) Lower Level apartment of Building 2, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 2C from and after the recording of this Amended Condominium Declaration and Master Deed shall be Kellie M. O'Brien, a single woman, 527 West Maple Street, Hinsdale, IL 60521.

Unit 2D, consisting of the Right (*when facing the front of Building 2*) Lower Level apartment of Building 2, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 2D from and after the recording of this Amended Condominium Declaration and Master Deed shall be Kellie M. O'Brien, a single woman, 527 West Maple Street, Hinsdale, IL 60521.

Unit 3A, consisting of the Left (*when facing the front of Building 3*) Upper Level apartment of Building 3, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3A from and after the recording of this Amended Condominium Declaration and Master Deed shall be Heather N. Herfert, a single person, 787 South Ogden, Denver, Colorado 80209.

Unit 3B, consisting of the Right (*when facing the front of Building 3*) Upper Level apartment of Building 3, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3B from and after the recording of this Amended Condominium Declaration and Master Deed shall be Heather N. Herfert, a single person, 787 South Ogden, Denver, Colorado 80209.

Unit 3C, consisting of the Left (*when facing the front of Building 3*) Lower Level apartment of Building 3, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3C from and after the recording of this Amended Condominium Declaration and Master Deed shall be Heather N. Herfert, a single person, 787 South Ogden, Denver, Colorado 80209.

Unit 3D, consisting of the Right (*when facing the front of Building 3*) Lower Level apartment of Building 3, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended

Condominium Declaration and Master Deed shall be Heather N. Herfert, a single person, 787 South Ogden, Denver, Colorado 80209.

Unit 4A, consisting of the Left (*when facing the front of Building 4*) Upper Level apartment of Building 4, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 4A from and after the recording of this Amended Condominium Declaration and Master Deed shall be Chester E. Dickson & Sucha Y. Dickson, husband and wife, 102 Southside Court, Fort Collins, Colorado 80525.

Unit 4B, consisting of the Right (*when facing the front of Building 4*) Upper Level apartment of Building 4, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 4B from and after the recording of this Amended Condominium Declaration and Master Deed shall be Chester E. Dickson & Sucha Y. Dickson, husband and wife, 102 Southside Court, Fort Collins, Colorado 80525.

Unit 4C, consisting of the Left (*when facing the front of Building 4*) Lower Level apartment of Building 4, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 4C from and after the recording of this Amended Condominium Declaration and Master Deed shall be Chester E. Dickson & Sucha Y. Dickson, husband and wife, 102 Southside Court, Fort Collins, Colorado 80525.

Unit 4D, consisting of the Right (*when facing the front of Building 4*) Lower Level apartment of Building 4, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 4D from and after the recording of this Amended Condominium Declaration and Master Deed shall be Chester E. Dickson & Sucha Y. Dickson, husband and wife, 102 Southside Court, Fort Collins, Colorado 80525.

Unit 5A, consisting of the Left (*when facing the front of Building 5*) Upper Level apartment of Building 5, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be Dean Properties, LLC, 1931 South Newport, Denver, Colorado 80224.

Unit 5B, consisting of the Right (*when facing the front of Building 5*) Upper Level apartment of Building 5, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be Dean Properties, LLC, 1931 South Newport, Denver, Colorado 80224.

Unit 5C, consisting of the Left (*when facing the front of Building 5*) Lower Level apartment of Building 5, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended

Condominium Declaration and Master Deed shall be Dean Properties, LLC, 1931 South Newport, Denver, Colorado 80224.

Unit 5D, consisting of the Right (*when facing the front of Building 5*) Lower Level apartment of Building 5, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be Dean Properties, LLC, 1931 South Newport, Denver, Colorado 80224.

Unit 6A, consisting of the Left (*when facing the front of Building 6*) Upper Level apartment of Building 6, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 6B from and after the recording of this Amended Condominium Declaration and Master Deed shall be Heather N. Herfert, a single person, 787 South Ogden, Denver, Colorado 80209.

Unit 6B, consisting of the Right (*when facing the front of Building 6*) Upper Level apartment of Building 6, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 6B from and after the recording of this Amended Condominium Declaration and Master Deed shall be Heather N. Herfert, a single person, 787 South Ogden, Denver, Colorado 80209.

Unit 6C, consisting of the Left (*when facing the front of Building 6*) Lower Level apartment of Building 6, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 6C from and after the recording of this Amended Condominium Declaration and Master Deed shall be Heather N. Herfert, a single person, 787 South Ogden, Denver, Colorado 80209.

Unit 6D, consisting of the Right (*when facing the front of Building 6*) Lower Level apartment of Building 6, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 6D from and after the recording of this Amended Condominium Declaration and Master Deed shall be Heather N. Herfert, a single person, 787 South Ogden, Denver, Colorado 80209.

Unit 7A, consisting of the Left (*when facing the front of Building 7*) Upper Level apartment of Building 7, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be Chester E. Dickson & Sucha Y. Dickson, husband and wife, 102 Southside Court, Fort Collins, Colorado 8052.

Unit 7B, consisting of the Right (*when facing the front of Building 7*) Upper Level apartment of Building 7, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended

Condominium Declaration and Master Deed shall be Chester E. Dickson & Sucha Y. Dickson, husband and wife, 102 Southside Court, Fort Collins, Colorado 8052.

Unit 7C, consisting of the Left (*when facing the front of Building 7*) Lower Level apartment of Building 7, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be Chester E. Dickson & Sucha Y. Dickson, husband and wife, 102 Southside Court, Fort Collins, Colorado 8052.

Unit 7D, consisting of the Right (*when facing the front of Building 7*) Lower Level apartment of Building 7, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be Chester E. Dickson & Sucha Y. Dickson, husband and wife, 102 Southside Court, Fort Collins, Colorado 8052.

Unit 8A, consisting of the Left (*when facing the front of Building 8*) Upper Level apartment of Building 8, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be A2M, LLC, 2728 Florida NE, Albuquerque, NM 87110.

Unit 8B, consisting of the Right (*when facing the front of Building 8*) Upper Level apartment of Building 8, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be A2M, LLC, 2728 Florida NE, Albuquerque, NM 87110.

Unit 8C, consisting of the Left (*when facing the front of Building 8*) Lower Level apartment of Building 8, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be A2M, LLC, 2728 Florida NE, Albuquerque, NM 87110.

Unit 8D, consisting of the Right (*when facing the front of Building 8*) Lower Level apartment of Building 8, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be A2M, LLC, 2728 Florida NE, Albuquerque, NM 87110.

Unit 9A, consisting of the Left (*when facing the front of Building 9*) Upper Level apartment of Building 9, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended



Condominium Declaration and Master Deed shall be A2M, LLC, 2728 Florida NE, Albuquerque, NM 87110.

Unit 9B, consisting of the Right (*when facing the front of Building 9*) Upper Level apartment of Building 9, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be A2M, LLC, 2728 Florida NE, Albuquerque, NM 87110.

Unit 9C, consisting of the Left (*when facing the front of Building 9*) Lower Level apartment of Building 9, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be A2M, LLC, 2728 Florida NE, Albuquerque, NM 87110.

Unit 9D, consisting of the Right (*when facing the front of Building 9*) Lower Level apartment of Building 9, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be A2M, LLC, 2728 Florida NE, Albuquerque, NM 87110.

Unit 10A, consisting of the Left (*when facing the front of Building 10*) Upper Level apartment of Building 10, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be Christopher B. Reilly & Frances M. Reilly, husband and wife, 1406 Hummel Lane, Fort Collins, Colorado 80525.

Unit 10B, consisting of the Right (*when facing the front of Building 10*) Upper Level apartment of Building 10, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be Christopher B. Reilly & Frances M. Reilly, husband and wife, 1406 Hummel Lane, Fort Collins, Colorado 80525.

Unit 10C, consisting of the Left (*when facing the front of Building 10*) Lower Level apartment of Building 10, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be Christopher B. Reilly & Frances M. Reilly, husband and wife, 1406 Hummel Lane, Fort Collins, Colorado 80525.

Unit 10D, consisting of the Right (*when facing the front of Building 10*) Lower Level apartment of Building 10, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended

Condominium Declaration and Master Deed shall be Christopher B. Reilly & Frances M. Reilly, husband and wife, 1406 Hummel Lane, Fort Collins, Colorado 80525.

Unit 11A, consisting of the Left (*when facing the front of Building 11*) Upper Level apartment of Building 11, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be A2M, LLC , 2728 Florida NE, Albuquerque, NM 87110.

Unit 11B, consisting of the Right (*when facing the front of Building 11*) Upper Level apartment of Building 11, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be A2M, LLC , 2728 Florida NE, Albuquerque, NM 87110.

Unit 11C, consisting of the Left (*when facing the front of Building 11*) Lower Level apartment of Building 11, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be A2M, LLC , 2728 Florida NE, Albuquerque, NM 87110.

Unit 11D, consisting of the Right (*when facing the front of Building 11*) Lower Level apartment of Building 11, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be A2M, LLC , 2728 Florida NE, Albuquerque, NM 87110.

Unit 12A, consisting of the Left (*when facing the front of Building 12*) Upper Level apartment of Building 12, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be Matthew Abbene, a married person, 809 Napa Valley Drive, Fort Collins, Colorado 80525.

Unit 12B, consisting of the Right (*when facing the front of Building 12*) Upper Level apartment of Building 12, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be Matthew Abbene, a married person, 809 Napa Valley Drive, Fort Collins, Colorado 80525.

Unit 12C, consisting of the Left (*when facing the front of Building 12*) Lower Level apartment of Building 12, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended

Condominium Declaration and Master Deed shall be Matthew Abbene, a married person, 809 Napa Valley Drive, Fort Collins, Colorado 80525.

Unit 12D, consisting of the Right (when facing the front of Building 12) Lower Level apartment of Building 12, plus an undivided 2.0834% interest in the General Common Areas. The Owner of Unit 3D from and after the recording of this Amended Condominium Declaration and Master Deed shall be Matthew Abbene, a married person, 809 Napa Valley Drive, Fort Collins, Colorado 80525.

Each Unit and that designated undivided interest in the General Common Areas necessary for the adequate use and enjoyment of the Unit are to be titled and owned separately by one or more owners, each owner obtaining a particular and exclusive property right thereto, all of the above in accordance with W. S. §34-20-101, *et seq.*

SECTION THREE DESCRIPTION OF GENERAL COMMON AREAS

The General Common Areas are as follows:

1. The foundations, roofs, exterior walls, common walkways, exterior stairways, plumbing, electric and telephone and television wiring networks, exterior lighting, and water meters and connections to, of and appurtenant to Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12; and
2. The Property described in Section One of this Deed, less the Units described in Section Two above.

SECTION FOUR COMMON AREA OWNERSHIP

Ownership of the undivided interests in the General Common Areas shall be held by the Owner(s) of Unit(s) within each Building as described in Section Two above. No Owner shall bring any action for partition or division of any such undivided interest. An undivided interest in a General 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 interest is not expressly mentioned or described in the conveyance or other instrument.

SECTION FIVE NOTICE TO TAX ASSESSOR

Pursuant to W.S. §34-20-104(a), the valuation of the General Common Areas shall be assessed to the Owner(s) of Unit(s) within each Building in such percentages as

described in Section Two above. Valuation of each Unit shall be assessed to the Owner of such Unit.

**SECTION SIX
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 Units may be conveyed and recorded as individual properties capable of independent use and each Unit owner having an exclusive and particular right over the respective Unit, the specified undivided interest in the General Common Areas and each and all of those rights and responsibilities of an Owner as described in this Declaration. Ownership of a Unit, as defined herein, is fully transferable, subject only to the terms of this Declaration and Master Deed and the Articles of Incorporation, By-Laws and all proper resolutions of the Association.

**SECTION SEVEN
RATIFICATION OF MASTER DEED; RESTRICTION ON USE**

All present or future owners, tenants or future tenants, or any other person that might use a Unit or Units and/or any of the General Common Areas in any manner, are subject to the provisions of this Deed; and the mere acquisition or rental of any of the Units of the Project or the mere act of occupancy of any of the Units shall signify that the provisions of this Deed are accepted and ratified.

**SECTION EIGHT
OWNERS ASSOCIATION**

The ownership of any Unit subject to this Declaration shall impose and confer upon any such Owner the obligations and benefits of membership in Cheyenne Street Apartment Association, Inc., a Wyoming non-profit corporation, (the "Association").

The Association, by and through its Board of Directors, shall maintain, repair, manage and insure the General Common Areas including the foundations, roofs, exterior walls, common walkways, exterior stairways, plumbing, electric and telephone and television wiring systems and networks, exterior lighting, and water meters and connections to, of and appurtenant to each Building, all fencing, parking areas, common trash disposal areas, sidewalks and lawns and shrubs; enforce this Declaration; assess its members for their proportional shares of the costs of such management and maintenance; provide an organizational entity for other activities of the Unit owners and promote the common interests of its members. The administration of the Association shall be in accordance with the provisions of this Declaration, the Articles of Incorporation and with the Bylaws.

The initial monthly assessment to be imposed upon Unit owners shall be determined by the Association, but shall not exceed One Hundred Dollars (\$100.00) per month per Unit, such assessment to commence on the 1st day of the first month following conveyance of such Unit by the Grantor herein to a Unit owner. Determination of the amount of monthly assessments shall be made on at least an annual basis at a regular meeting of the Association.

**SECTION NINE
RESTRICTIVE USE**

A. No activity of a noxious or offensive nature may be conducted upon or in any Unit nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. All Units and General Common Areas are to be kept in a state of good general condition and repair at all times. Television antennas are prohibited.

B. Specialty antennas utilized for purposes other than television must be approved by the Board of Directors. Television satellite dishes may be allowed, but their size shall be limited to nineteen inches (19") in diameter and their location and the screening design must take into account adjacent Unit owners' views and the views from the public roadways which serve the subdivision. Approval for the installation of satellite dishes must be obtained by the Board of Directors prior to any installation.

C. No Unit nor the adjacent sidewalks or street shall be used or maintained as a dumping ground for rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition or are in a state of disrepair or appliances and similar objects. Trash, garbage or other waste shall be kept only in sanitary containers. All sanitary containers or disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at any time. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.

D. No business activity or home occupation uses shall be permitted within any Unit. This restriction shall not apply to residential offices within a Unit utilized by the Unit owner only. No such use which causes additional traffic or parking impact by employees or customers of such business use shall be permitted.

E. No Unit nor any portion thereof shall be rented by the owner 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 Unit shall have the absolute

right to lease their Unit and the separate dwelling units therein, provided that all leases are made subject to the covenants and restrictions contained in this Declaration and further subject to the Bylaws and regulations of the Association.

F. All watering of scrubs, trees and grass shall be controlled by the Association in the manner deemed most appropriate. No Unit owner may interfere with or interrupt the application of water to landscaping on the General Common Areas.

G. No shed, lean-to, canopy or other structure shall be constructed within the subdivision without the express written prior consent of the Board of Directors.

H. No sign of any kind shall be displayed to the public view on any Unit except for temporary signs of not more than five square feet advertising the Unit for sale.

I. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. Pets must be under the control of the Tenants of the Unit Owner at all times and will not be allowed to run free. No livestock or fowl of any kind shall be permitted in any Unit. A maximum of two (2) dogs and/or cats will be allowed to reside in any dwelling unit within a Unit. All Unit owners shall insure that any pets kept by the Unit Owner's Tenants shall not be a nuisance to any other Unit Owner or Tenant. Outdoor pet kennels or dog runs shall not be permitted.

J. No vehicles, except private passenger automobiles, light-duty trucks and/or vans and recreational-type vehicles, shall be parked or stored on the Common Area of the subdivision. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the Common Area, on the road in front of the subdivision or anywhere within the subdivision more than 72 hours at any one time or as a repeated practice.

K. No fencing of any sort beyond that originally installed shall be permitted within the subdivision except upon the prior written approval of the Board of Directors.

SECTION TEN 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 be liable for any and all past due and current assessments by the Association, it being understood that the Association may file and claim liens for such assessments and enforce them as provided by law, and that such assessment liens shall have priority over any such mortgage.

SECTION ELEVEN

ASSESSMENTS; LIABILITY OF SUBSEQUENT GRANTEE

In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association 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 Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against Grantor due the Association, and such grantee shall not be liable for, nor shall the Unit conveyed be subject of lien for, any unpaid assessments made by the Association against the Grantor in excess of the amount set forth in the statement.

SECTION TWELVE PROPERTY INSURANCE

The Board of Directors of the Association or the management agent, or manager, shall obtain and continue in effect property and casualty insurance in forms and amounts satisfactory to mortgagees holding first mortgages covering the Units but without prejudice to the right of the owner of a Unit to obtain individual insurance.

SECTION THIRTEEN TERM; AMENDMENT

This Declaration and all restrictions set forth herein and in the Agreement attached hereto and incorporated herein runs with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years. This dedication of the Property to this plan of ownership shall not be revoked, or the property removed from the plan of ownership, or any of the provisions herein amended, unless all of the Owners, and the holders/servicers of all the mortgages encumbering the Units, unanimously agree to such revocation, or amendment, or removal of the property from the plan by recorded instruments.

SECTION FOURTEEN ENFORCEMENT

This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the owner of any Unit subject to this Declaration or the Association by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for

the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the Committee, the Association or Unit owner in such proceedings. The failure to enforce or cause the abatement of any violation of this Declaration and these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration. The Board of Directors is in no way responsible for enforcement of the restrictions in this Declaration.

IN WITNESS WHEREOF, we hereby execute this Condominium Declaration and Master Deed the day and year shown.

Heartland Development, Inc.

By:

James O. Woods
President

Debra M. Woods
Secretary

Kellie M. O'Brien

Clare Abbene

Dean Properties, LLC,

By:

Managing Member

Chester E. Dickson

Heather N. Herfert

Matthew Abbene

Sucha Y. Dickson

Christopher B. Reilly
Christopher B. Reilly

Frances M. Reilly
Frances M. Reilly

A2M, LLC,

By:

Managing Member

the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the Committee, the Association or Unit owner in such proceedings. The failure to enforce or cause the abatement of any violation of this Declaration and these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration. The Board of Directors is in no way responsible for enforcement of the restrictions in this Declaration.

IN WITNESS WHEREOF, we hereby execute this Condominium Declaration and Master Deed the day and year shown.

Heartland Development, Inc.

By:

President

Kellie M. O'Brien

Dean Properties, LLC,

By:

Managing Member

Heather N. Herfert




Sucha Y. Dickson

Frances M. Reilly

A2M, LLC,

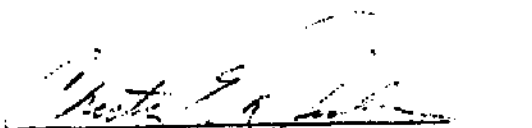
By:

Managing Member



Secretary

Clare Abbene



Chester E. Dickson

Matthew Abbene

Christopher B. Reilly

the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the Committee, the Association or Unit owner in such proceedings. The failure to enforce or cause the abatement of any violation of this Declaration and these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration. The Board of Directors is in no way responsible for enforcement of the restrictions in this Declaration.

IN WITNESS WHEREOF, we hereby execute this Condominium Declaration and Master Deed the day and year shown.

Heartland Development, Inc.

By:

President

Kellie M. O'Brien

Kellie M. O'Brien

Dean Properties, LLC,

By:

Managing Member

Heather N. Herfert

Sucha Y. Dickson

Frances M. Reilly

A2M, LLC,

By:

Managing Member

Secretary

Clare Abbene

Chester E. Dickson

Matthew Abbene

Christopher B. Reilly

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IN WITNESS WHEREOF, we hereby execute this Condominium Declaration and Master Deed the day and year shown.

Heartland Development, Inc.

By:

President

Kellie M. O'Brien

Dean Properties, LLC,

By:

Donald K. Dean
Managing Member

Heather N. Herfert

Sucha Y. Dickson

Frances M. Reilly

A2M, LLC,

By:

Managing Member

Secretary

Clare Abbene

Chester E. Dickson

Matthew Abbene

Christopher B. Reilly

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IN WITNESS WHEREOF, we hereby execute this Condominium Declaration and Master Deed the day and year shown.

Heartland Development, Inc.

By:

President

Secretary

Kellie M. O'Brien

Clare Abbene

Dean Properties, LLC,

By:

Managing Member

Chester E. Dickson

Heather N. Herfert

Matthew Abbene

Sucha Y. Dickson



Christopher B. Reilly



Frances M. Reilly

A2M, LLC,

By:

Managing Member

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IN WITNESS WHEREOF, we hereby execute this Condominium Declaration and Master Deed the day and year shown.

Heartland Development, Inc.

By:

President

Kellie M. O'Brien

Dean Properties, LLC,

By:

Managing Member

Heather N. Herfert

Sucha Y. Dickson

Frances M. Reilly

A2M, LLC,

By:

Managing Member

Secretary



Clare Abbene

Chester E. Dickson



Matthew Abbene

Christopher B. Reilly

unanimously agree to such revocation, or amendment, or removal of the property from the plan by recorded instruments.

SECTION FOURTEEN
ENFORCEMENT

This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the owner of any Unit subject to this Declaration or the Association by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the Committee, the Association or Unit owner in such proceedings. The failure to enforce or cause the abatement of any violation of this Declaration and these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration. The Board of Directors is in no way responsible for enforcement of the restrictions in this Declaration.

IN WITNESS WHEREOF, we hereby execute this Condominium Declaration and Master Deed the day and year shown.

Heartland Homebuilders, Inc.

By:

President

Secretary

Kellie M. O'Brien

Clare Abbene

Dean Properties, LLC,

By:

Managing Member

Chester E. Dickson


Heather N. O'Brien, formerly known
As Heather N. Herfert
AKA JAGUAR PRIESTESS VENTURES LLC

Matthew Abbene

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

The foregoing Declaration was acknowledged before me by James O. Woods, III and Edna M. Woods, known to me to be the President and Secretary respectively of Heartland Home Builders, Inc., a Wyoming corporation, who affirmed that they were executing such document by the authority granted to them by the Board of Directors of Heartland Home Builders, Inc. and on behalf of Heartland Home Builders, Inc., this 22 day of December, 2004.



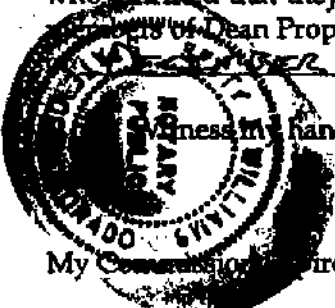
Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF)
)
) ss.
COUNTY OF)

The foregoing Declaration was acknowledged before me by DONALD K. DEAN known to me to be the Managing Member respectively of Dean Properties, LLC, a Colorado limited liability company, who affirmed that they were executing such document by the authority granted by the members of Dean Properties, LLC, and on behalf of Dean Properties, LLC, this 10 day of September, 2004.



Witness my hand and official seal.

Notary Public

My Commission Expires
4/6/2006

My Commission Expires:
STATE OF)
)
) ss.
COUNTY OF)

The foregoing Declaration was acknowledged before me by _____ known to me to be the Managing Member respectively of A2M, LLC, a _____ limited liability company, who affirmed that they were executing such document by the authority granted by the members of A2M, LLC, and on behalf of A2M, LLC, this ____ day of _____, 2004.

Sucha Y. Dickson

Christopher B. Reilly

Frances M. Reilly

A2M, LLC,

By:

Karl D. Allen
Managing Member

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

ss.

The foregoing Declaration was acknowledged before me by James O. Woods, III and Edna M. Woods, known to me to be the President and Secretary respectively of Heartland Homebuilders, Inc., a Wyoming corporation, who affirmed that they were executing such document by the authority granted to them by the Board of Directors of Heartland Homebuilders, Inc. and on behalf of Heartland Homebuilders, Inc., this ____ day of _____, 2004.

Witness my hand and official seal.

Notary Public

My Commission Expires:

15

RECORDED 12/29/2004 AT 3:22 PM RECH 406079 BK# 1856 PG# 1611
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 22 OF 29

STATE OF)
)
COUNTY OF) ss.

The foregoing Declaration was acknowledged before me by _____, known to me to be the Managing Member respectively of Dean Properties, LLC, a _____ limited liability company, who affirmed that they were executing such document by the authority granted by the members of Dean Properties, LLC, and on behalf of Dean Properties, LLC, this ____ day of _____, 2004.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF Wyoming)
)
COUNTY OF Hot Springs) ss.

The foregoing Declaration was acknowledged before me by Karl D. Allen, known to me to be the Managing Member respectively of A2M, LLC, a _____ limited liability company, who affirmed that they were executing such document by the authority granted by the members of A2M, LLC, and on behalf of A2M, LLC, this 28 day of December, 2004.

Witness my hand and official seal.



Jenna A. McQueen
Notary Public

My Commission Expires: F22-2007

STATE OF)
) ss.
COUNTY OF)

The foregoing document was sworn to and acknowledged before me by Kellie M. O'Brien, this _____ day of _____, 2004.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF)
) ss.
COUNTY OF)

The foregoing document was sworn to and acknowledged before me by Kellie M. O'Brien, this _____ day of _____, 2004.

WITNESS my hand and official seal.

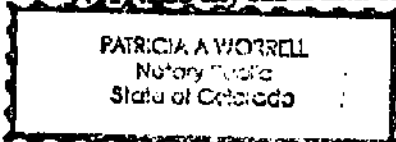
Notary Public

My Commission expires:

STATE OF Colorado)
) ss.
COUNTY OF Larimer)

The foregoing document was sworn to and acknowledged before me by Matthew Abbene and Clare Abbene, this 22nd day of December, 2004.

WITNESS my hand and official seal.



Patricia A. Worrell
Notary Public

My Commission expires: June 14, 2006

STATE OF)
) ss.
COUNTY OF)

The foregoing document was sworn to and acknowledged before me by Chester E. Dickson and Sucha Y. Dickson, this 11th day of December, 2004.

WITNESS my hand and official seal.

My Commission expires Feb 16, 2005

Misty Mallonee
Notary Public

My Commission expires:

STATE OF)
) ss.
COUNTY OF)



The foregoing document was sworn to and acknowledged before me by Christopher B. Reilly and Frances M. Reilly, this _____ day of _____, 2004.

WITNESS my hand and official seal.

Notary Public

My Commission expires:

STATE OF)
) ss.
COUNTY OF)

The foregoing document was sworn to and acknowledged before me by Heather N. Herfert, this _____ day of _____, 2004.

WITNESS my hand and official seal.

Notary Public

My Commission expires:

STATE OF)
) ss.
COUNTY OF)

The foregoing document was sworn to and acknowledged before me by Heather N. O'Brien, formerly known as Heather N. Herfert, this 20th day of December, 2004. AKA JAGUAR PRIESTESS VENTURES LLC

WITNESS my hand and official seal.

Shirley A. Greer
Notary Public

My Commission expires:
10/20/08

