STATE OF WYOMING }  
COUNTY OF LARAMIE }

HEARTLAND HOME BUILDERS, INC. and

JOHN A. HARPER

To

THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS OF

GREGG WAY CO-OPATION OF FOUR-PLEXES

KNOW ALL MEN BY THESE PRESENTS, that Heartland Development, Inc., and John A. Harper, Grantors, the owners of GREGG WAY CONDOMINIUM SUBDIVISION, in addition to the City of Cheyenne, Laramie County, Wyoming, located upon real property described as follows:

Lot 1, Block 1, Gateway Village, City of Cheyenne, Laramie County, Wyoming,

do hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of use to which the Units within Gregg Way Property Co-opation of Four-Plexes ("the Subdivision") may be put:

1. INTENT. It is the intent of these covenants to protect and enhance the value, desirability and attraction of the Subdivision, to protect Unit owners from development and use of other Units within the Subdivision which may depreciate the value and/or restrict the use of their Unit(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the Units and improvements of the subdivision; to encourage the construction and maintenance of appropriate improvements; to insure and encourage the provision of adequate and suitable landscaping and to provide a non-profit corporation owner's association which shall own, maintain and insure the common areas and assess Unit owners for the costs of such maintenance and insurance. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving the right of Unit owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger. It is the further intent to provide by these covenants that disturbance of the natural environment be kept to a minimum.

For all purposes herein, the term "Unit" refers to a separate four-plex structure and the real property upon which it sits as set forth and described in the Final Plat of this Subdivision filed for record in Plat Cabinet 7, No. 401, Laramie County Clerk's Office and further defined as consisting, for property tax assessment purposes, of ten percent (10%) of the total assessed valuation of the Subdivision. All other real property within the Subdivision shall be "Common Area."

2. 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 Gregg Way Property Owners Association, Inc., a Wyoming non-profit corporation, (the "Association"). The Association shall own, maintain, manage and
insure certain real and personal property assets in, on and appurtenant to the Subdivision ("Common Area"), including fencing, parking areas, common trash disposal areas, sidewalks and lawns and shrubs (further defined as all of the Subdivision property less the Units separately conveyed to each of the nine (9) Unit Owners consisting, for property tax assessment purposes, of ten percent (10%) of the total assessed valuation of the Subdivision); enforce this Declaration; assess its members for the costs of management and maintenance of the common areas; 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 document, 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 Seventy-Five Dollars ($75.00) 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.

3. RESTRICTIVE USE. All Units within the Subdivision shall be known and described as Four-Plex Rental Units and will be restricted by covenants contained in these Declarations. Units shall be used and occupied as residential units only. The owners of Units within the subdivision shall have full enjoyment of the Units, subject, however, to the covenants contained in this Declaration. 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 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. These Covenants shall be incorporated by reference into all leases of dwelling units within any Unit. Unit owners shall provide a copy of this Declaration to all tenants who enter into a lease of a dwelling unit within any Unit.

4. USE OF UNITS. No activity of a noxious or offensive nature may be conducted upon or in any Unit and any separate dwelling unit within a Unit in the subdivision, nor shall any activity be permitted which may or may become a nuisance or annoyance to the neighborhood. All dwellings, buildings and other improvements are to be kept in a state of good general condition and repair at all times. Television antennas are prohibited. 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.

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 of 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.

No business activity or home occupation uses shall be permitted upon any Unit in the subdivision. 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.

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.

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 Unit's site by the Association's facilities.

5. OUTBUILDINGS. 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.

6. LANDSCAPING. The Association shall be responsible for the continued maintenance of landscaping of the Common Area. The Association shall contract for such services and assess its members for the costs thereof.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns that exist through the subdivision as a whole.

7. SIGNS. Except for signs installed by the Grantor which identify the subdivision, 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.

8. PETS AND ANIMALS. 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.
9. VEHICLES. 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.

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

11. BINDING EFFECT; EXTENSION; 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 Declaration may be amended, except for ¶ 4 hereof, at any time, by an instrument signed by at least a majority of the then owners of the Units agreeing to amend this Declaration in whole or in part and recorded upon the deed records of the Clerk of Laramie County, Wyoming.

12. 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.

13. SEVERABILITY: Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.
Dated this 5th day of December, 2003.

Heartland Home Builders, Inc., GRANTOR
By:

James O. Woods, III, President

Edna M. Woods, Secretary

John A. Harper, GRANTOR

STATE OF WYOMING  
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 5th day of December, 2003.

Witness my hand and official seal.

My Commission Expires:

STATE OF WYOMING  
COUNTY OF LARAMIE

The foregoing Declaration was acknowledged before me by John A. Harper known to me on this 5th day of December, 2003.

Witness my hand and official seal.

My Commission Expires:
STATE OF WYOMING
)
COUNTY OF LARAMIE
)

* HEARTLAND HOME BUILDERS, INC. and
JOHN A. HARPER
To
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS OF
GREGG WAY CONDOMINIUMS

KNOW ALL MEN BY THESE PRESENTS, that Heartland Development, Inc., and
John A. Harper, Grantors, the owners of Gregg Way Condominium Subdivision, an
addition to the City of Cheyenne, Laramie County, Wyoming, located upon real
property described as follows:

Lot 1, Block 1, Gateway Village, City of Cheyenne, Laramie County, Wyoming,
do hereby covenant, agree and make the following declarations ("Declarations") as to
the limitations and restrictions of use to which the Units within Gregg Way
Condominium Subdivision ("the Subdivision") may be put:

1. INTENT. It is the intent of these covenants to protect and enhance the
value, desirability and attraction of the subdivision; to protect Unit owners from
development and use of other Units within the subdivision which may depreciate the
value and/or restrict the use of their Unit(s); to prevent the erection or construction of
unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent
value of the Units and improvements of the subdivision; to encourage the construction
and maintenance of appropriate improvements; to insure and encourage the provision
of adequate and suitable landscaping and to provide a non-profit corporation owner’s
association which shall own, maintain and insure the common areas and assess Unit
owners for the costs of such maintenance and insurance. The restrictions imposed by
these covenants are intended to be kept to a minimum while preserving the rights of
Unit owners to enjoy their property in attractive surroundings free of nuisances, undue
noise and danger. It is the further intent to provide by these covenants that disturbance
of the natural environment be kept to a minimum.

For all purposes herein, the term "Unit" refers to a separate four-plex structure and
the real property upon which it sits as set forth and described in the Final Plat of
this subdivision filed for record in Plat Cabinet F No. 86, Laramie County Clerk’s
Office and further defined as consisting, for property tax assessment purposes, of ten
percent (10%) of the total assessed valuation of the Subdivision. All other real
property within the subdivision shall be "Common Area."

2. 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 Gregg Way Apartment Association, Inc., a Wyoming non-profit
corporation, (the "Association"). The Association shall own, maintain, manage and

* RECORDED IN BOOK 1780 PAGE 151, RE-RECORDED TO CORRECT LEGAL VERBAGE

RECORDED 12/16/2006 AT 4:37 PM REC# 375452 K# 1780 PG# 1771
CLERK K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 5
insure certain real and personal property assets in, on and appurtenant to the Subdivision ("Common Area"), including fencing, parking areas, common trash disposal areas, sidewalks and lawns and shrubs (further defined as all of the Subdivision property less the Units separately conveyed to each of the nine (9) Unit Owners consisting, for property tax assessment purposes, of ten percent (10%) of the total assessed valuation of the Subdivision); enforce this Declaration; assess its members for the costs of management and maintenance of the common areas; 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 document, the Articles of Incorporation and with the Bylaws.

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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 of 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.

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12. 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.

13. SEVERABILITY: Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.
Dated this 5th day of December, 2003.

Heartland Home Builders, Inc., GRANTOR
By:

James O. Woods, III, President

Edna M. Woods, Secretary

John A. Harper, GRANTOR

STATE OF WYOMING  
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 5th day of December, 2003.

Notary Public

My Commission Expires:

STATE OF WYOMING  
COUNTY OF LARAMIE  

The foregoing Declaration was acknowledged before me by John A. Harper known to me on this 5th day of December, 2003.

Notary Public

My Commission Expires:
CONDOMINIUM DECLARATION
AND MASTER DEED

DECLARATION AND MASTER DEED effective as of the date of recording with the Laramie County, Wyoming County Clerk by Heartland Home Builders, Inc., a Wyoming corporation; John A. Harper, a single person, Ray C. Rizzuto and Ann L. Rizzuto; husband and wife, and Chester E. Dickson and Sucha Y. Dickson, husband and wife; and Gregg Way Apartment Association, Inc., a Wyoming non-profit corporation, Grantors.

Grantors hereby adopt this Condominium Declaration and convey the subject Property and General Common Areas of the Gregg Way Condominiums (the “Project”) as follows:

SECOND FILING

SECTION ONE
STATEMENT OF PURPOSE

Prior to September 24, 2003, Heartland Home Builders, Inc., a Wyoming corporation, (“Heartland”) was the owner of real property located in Laramie County, Wyoming, described as follows:

Lot One (1), Block One (1), Gateway Village,
an addition to the City of Cheyenne, Laramie County,
Wyoming,
(herinafter the “Property”).

Heartland has constructed nine (9) buildings (the “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.


By Warranty Deed(s) dated September 24, 2003, to John A. Harper, Heartland conveyed a portion of the property upon which sit three (3) separate Buildings to Mr. Harper. Those Warranty Deed(s) have been recorded upon the deed records of the Laramie County Clerk, Laramie County, Wyoming at Book 1764, Pages 515, 523 and 531 (the “Harper Deeds”).

On or about December 5, 2003, a Plat of the Property described below was filed in the office of the Laramie County Clerk, Laramie County, Wyoming in Plat Cabinet 8, Number 80.
On December 5, 2003, a Declaration of Protective Covenants of Gregg Way Four-Plexes was recorded in the office of the Laramie County Clerk, Laramie County, Wyoming in Book 1780, Pages 151-155 (the “Declaration”).

On December 10, 2003, an Amended Declaration of Protective Covenants was recorded in the office of the Laramie County Clerk, Laramie County, Wyoming in Book 1780, Pages 1771-1775 (the “Amended Declaration”).

By Warranty Deeds dated December 12, 2003, to Ray C. Rizzuto and Ann L. Rizzuto, husband and wife, Heartland conveyed a portion of the property upon which sit two (2) separate Buildings to Mr. and Mrs. Rizzuto. Those Warranty Deeds have been recorded upon the deed records of the Laramie County Clerk, Laramie County, Wyoming, at Book 1781, Pages 723 and 748, (the “Rizzuto Deeds”).

Chester E. Dickson and Sucha Y. Dickson, husband and wife, have contracted to purchase sixteen (16) Units located in four (4) of the Buildings located on the Property.

Heartland, Harper, Rizzutos, Dicksons and the Association have determined that the manner in which such Declaration, Amended Declaration, the Harper Deed and the Rizzuto Deeds established and conveyed interests in the Property to the various Purchasers should be amended and, therefore, agree to and hereby supplant and replace such Declaration, Amended Declaration, the Harper Deed and the Rizzuto Deeds with this Condominium Declaration and Master Deed as set forth below. It is the express intention of all parties hereto that this Condominium Declaration and Master Deed shall control over any and all prior Declarations, Amended Declarations, the Harper Deed and the Rizzuto Deeds recorded upon the Property and bind the Property and all interests thereto from the date of its recording. It is the further express intention of the parties that this 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 Thirty-Six (36) 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 2.78% interest in the General Common Areas. The Owners of Unit 1A from and after the recording of this Condominium
Declaration and Master Deed shall be Chester E. Dickson and Sucha Y. Dickson, husband and wife.

**Unit 1B**, consisting of the Right (when facing the front of Building 1) Upper Level apartment of Building 1, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 1B from and after the recording of this Condominium Declaration and Master Deed shall be Chester E. Dickson and Sucha Y. Dickson, husband and wife.

**Unit 1C**, consisting of the Left (when facing the front of Building 1) Lower Level apartment of Building 1, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 1C from and after the recording of this Condominium Declaration and Master Deed shall be Chester E. Dickson and Sucha Y. Dickson, husband and wife.

**Unit 1D**, consisting of the Right (when facing the front of Building 1) Lower Level apartment of Building 1, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 1D from and after the recording of this Condominium Declaration and Master Deed shall be Chester E. Dickson and Sucha Y. Dickson, husband and wife.

**Unit 2A**, consisting of the Left (when facing the front of Building 2) Upper Level apartment of Building 2, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 2A from and after the recording of this Condominium Declaration and Master Deed shall be Chester E. Dickson and Sucha Y. Dickson, husband and wife.

**Unit 2B**, consisting of the Right (when facing the front of Building 2) Upper Level apartment of Building 2, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 2B from and after the recording of this Condominium Declaration and Master Deed shall be Chester E. Dickson and Sucha Y. Dickson, husband and wife.

**Unit 2C**, consisting of the Left (when facing the front of Building 2) Lower Level apartment of Building 2, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 2C from and after the recording of this Condominium Declaration and Master Deed shall be Chester E. Dickson and Sucha Y. Dickson, husband and wife.

**Unit 2D**, consisting of the Right (when facing the front of Building 2) Lower Level apartment of Building 2, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 2D from and after the recording of this Condominium
Declaration and Master Deed shall be Chester E. Dickson and Sucha Y. Dickson, husband and wife.

Unit 3A, consisting of the Left (when facing the front of Building 3) Upper Level apartment of Building 3, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 3A from and after the recording of this Condominium Declaration and Master Deed shall be Chester E. Dickson and Sucha Y. Dickson, husband and wife.

Unit 3B, consisting of the Right (when facing the front of Building 3) Upper Level apartment of Building 3, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 3B from and after the recording of this Condominium Declaration and Master Deed shall be Chester E. Dickson and Sucha Y. Dickson, husband and wife.

Unit 3C, consisting of the Left (when facing the front of Building 3) Lower Level apartment of Building 3, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 3C from and after the recording of this Condominium Declaration and Master Deed shall be Chester E. Dickson and Sucha Y. Dickson, husband and wife.

Unit 3D, consisting of the Right (when facing the front of Building 3) Lower Level apartment of Building 3, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 3D from and after the recording of this Condominium Declaration and Master Deed shall be Chester E. Dickson and Sucha Y. Dickson, husband and wife.

Unit 4A, consisting of the Left (when facing the front of Building 4) Upper Level apartment of Building 4, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 4A from and after the recording of this Condominium Declaration and Master Deed shall be Chester E. Dickson and Sucha Y. Dickson, husband and wife.

Unit 4B, consisting of the Right (when facing the front of Building 4) Upper Level apartment of Building 4, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 4B from and after the recording of this Condominium Declaration and Master Deed shall be Chester E. Dickson and Sucha Y. Dickson, husband and wife.

Unit 4C, consisting of the Left (when facing the front of Building 4) Lower Level apartment of Building 4, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 4C from and after the recording of this Condominium
Declaration and Master Deed shall be Chester E. Dickson and Sucha Y. Dickson, husband and wife.

**Unit 4D**, consisting of the Right *(when facing the front of Building 4)* Lower Level apartment of Building 4, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 4D from and after the recording of this Condominium Declaration and Master Deed shall be Chester E. Dickson and Sucha Y. Dickson, husband and wife.

**Unit 5A**, consisting of the Left *(when facing the front of Building 5)* Upper Level apartment of Building 5, plus an undivided 2.78% interest in the General Common Areas. The Owner of Unit 5A from and after the recording of this Condominium Declaration and Master Deed shall be John A. Harper, a single man.

**Unit 5B**, consisting of the Right *(when facing the front of Building 5)* Upper Level apartment of Building 5, plus an undivided 2.78% interest in the General Common Areas. The Owner of Unit 5B from and after the recording of this Condominium Declaration and Master Deed shall be John A. Harper, a single man.

**Unit 5C**, consisting of the Left *(when facing the front of Building 5)* Lower Level apartment of Building 5, plus an undivided 2.78% interest in the General Common Areas. The Owner of Unit 5C from and after the recording of this Condominium Declaration and Master Deed shall be John A. Harper, a single man.

**Unit 5D**, consisting of the Right *(when facing the front of Building 5)* Lower Level apartment of Building 5, plus an undivided 2.78% interest in the General Common Areas. The Owner of Unit 5D from and after the recording of this Condominium Declaration and Master Deed shall be John A. Harper, a single man.

**Unit 6A**, consisting of the Left *(when facing the front of Building 6)* Upper Level apartment of Building 6, plus an undivided 2.78% interest in the General Common Areas. The Owner of Unit 6A from and after the recording of this Condominium Declaration and Master Deed shall be John A. Harper, a single man.

**Unit 6B**, consisting of the Right *(when facing the front of Building 6)* Upper Level apartment of Building 6, plus an undivided 2.78% interest in the General Common Areas. The Owner of Unit 6B from and after the recording of this Condominium Declaration and Master Deed shall be John A. Harper, a single man.

**Unit 6C**, consisting of the Left *(when facing the front of Building 6)* Lower Level apartment of Building 6, plus an undivided 2.78% interest in the General Common Areas.
Areas. The Owner of Unit 6C from and after the recording of this Condominium Declaration and Master Deed shall be John A. Harper, a single man.

**Unit 6D**, consisting of the Right *(when facing the front of Building 6)* Lower Level apartment of Building 6, plus an undivided 2.78% interest in the General Common Areas. The Owner of Unit 6D from and after the recording of this Condominium Declaration and Master Deed shall be John A. Harper, a single man.

**Unit 7A**, consisting of the Left *(when facing the front of Building 7)* Upper Level apartment of Building 7, plus an undivided 2.78% interest in the General Common Areas. The Owner of Unit 7A from and after the recording of this Condominium Declaration and Master Deed shall be John A. Harper, a single man.

**Unit 7B**, consisting of the Right *(when facing the front of Building 7)* Upper Level apartment of Building 7, plus an undivided 2.78% interest in the General Common Areas. The Owner of Unit 7B from and after the recording of this Condominium Declaration and Master Deed shall be John A. Harper, a single man.

**Unit 7C**, consisting of the Left *(when facing the front of Building 7)* Lower Level apartment of Building 7, plus an undivided 2.78% interest in the General Common Areas. The Owner of Unit 7C from and after the recording of this Condominium Declaration and Master Deed shall be John A. Harper, a single man.

**Unit 7D**, consisting of the Right *(when facing the front of Building 7)* Lower Level apartment of Building 7, plus an undivided 2.78% interest in the General Common Areas. The Owner of Unit 7D from and after the recording of this Condominium Declaration and Master Deed shall be John A. Harper, a single man.

**Unit 8A**, consisting of the Left *(when facing the front of Building 8)* Upper Level apartment of Building 8, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 8A from and after the recording of this Condominium Declaration and Master Deed shall be Ray C. Rizzuto and Ann L. Rizzuto, husband and wife.

**Unit 8B**, consisting of the Right *(when facing the front of Building 8)* Upper Level apartment of Building 8, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 8B from and after the recording of this Condominium Declaration and Master Deed shall be Ray C. Rizzuto and Ann L. Rizzuto, husband and wife.

**Unit 8C**, consisting of the Left *(when facing the front of Building 8)* Lower Level apartment of Building 8, plus an undivided 2.78% interest in the General Common
Areas. The Owners of Unit 8C from and after the recording of this Condominium Declaration and Master Deed shall be Ray C. Rizzuto and Ann L. Rizzuto, husband and wife.

Unit 8D, consisting of the Right (when facing the front of Building 8) Lower Level apartment of Building 8, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 8D from and after the recording of this Condominium Declaration and Master Deed shall be Ray C. Rizzuto and Ann L. Rizzuto, husband and wife.

Unit 9A, consisting of the Left (when facing the front of Building 9) Upper Level apartment of Building 9, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 9A from and after the recording of this Condominium Declaration and Master Deed shall be Ray C. Rizzuto and Ann L. Rizzuto, husband and wife.

Unit 9B, consisting of the Right (when facing the front of Building 9) Upper Level apartment of Building 9, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 9B from and after the recording of this Condominium Declaration and Master Deed shall be Ray C. Rizzuto and Ann L. Rizzuto, husband and wife.

Unit 9C, consisting of the Left (when facing the front of Building 9) Lower Level apartment of Building 9, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 9C from and after the recording of this Condominium Declaration and Master Deed shall be Ray C. Rizzuto and Ann L. Rizzuto, husband and wife.

Unit 9D, consisting of the Right (when facing the front of Building 9) Lower Level apartment of Building 9, plus an undivided 2.78% interest in the General Common Areas. The Owners of Unit 9D from and after the recording of this Condominium Declaration and Master Deed shall be Ray C. Rizzuto and Ann L. Rizzuto, husband and wife.

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
A. The General Common Areas consist of the following:
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 and 9, and

2. The Property described in Section One above, less the Units described in Section Two above.

SECTION FOUR
COMMON AREA OWNERSHIP

Ownership of undivided interests in the General Common Areas shall be held by the owner(s) of Unit(s) within each such Building as described in Section Two above. No Owner nor a group of Owners nor the Association shall bring any action for partition or division of any such undivided interest. An undivided interest in the 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

The Association shall give written notice to the Assessor of Laramie County, Wyoming, of the creation of Condominium ownership of the Project, as is provided by law, so that each Unit and the undivided interest in the Common Elements appurtenant thereto, shall be deemed separate parcels and subject to separate assessment and taxation.

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; RIGHTS AND OBLIGATIONS OF OWNERSHIP
A. 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.

B. Each Owner shall have the non-exclusive right to ingress and egress over,
upon and across the General Common Areas necessary for access to his Unit(s) and
shall have the right to horizontal and vertical support of his Unit(s). Such rights shall
be appurtenant to and pass with the title to each Unit.

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 Gregg Way
Apartment Association, Inc., a Wyoming non-profit corporation, (the "Association").

The Association, by and through its Board of Directors, shall be responsible for
the exclusive management and control of the General Common Areas and 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.

Assessments must be fixed at a uniform rate for all Units and may be
collected on a monthly, quarterly or annual basis as determined by the
Association. Assessments, together with interest, costs and reasonable
attorney's fees, shall be a charge upon and a continuing lien upon the Unit
against which each such assessment is made. The Board of Directors of the
Association shall fix the amount of the assessment at least thirty (30) days in
advance at the regularly scheduled annual meeting of the Association. Written notice of the assessment rate for the coming year shall be sent to every Unit owner subject thereto. The due dates for payment shall be established by the Board of Directors but shall be not less than thirty (30) days after the mailing of notice. Any assessment not paid on or before the due date shall bear interest from the due date at the rate of 6½% per annum. The Association may bring an action at law against a Unit owner personally obligated to pay the same, or may foreclose its lien against the Unit pursuant to and in accordance with the foreclosure by advertisement and sale provision for mortgages as provided by the Wyoming statutes.

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 of 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 or Limited 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 or lease or rent or such other signs as may be approved in advance in writing by the Association.

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. No dogs shall be allowed as pets. 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 Property. Vehicles that 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 Property or anywhere within the Property more than 72 hours at any one time or as a repeated practice. Camp trailers, horse trailers, boats and boat trailers and any recreational vehicles larger than light-duty pickups and vans shall not be parked on roads within the subdivision except for purposes of loading and unloading.

K. No fencing of any sort beyond that originally installed shall be permitted within the Property except upon the prior written approval of the Board of Directors.
SECTION TEN
ASSESSMENTS; LIABILITY OF MORTGAGEE

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to the date of such sale or transfer. No sale or transfer shall release such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

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. The Association shall promulgate and make available to all Unit owners rules and regulations governing extent of coverage, claims procedures and other related items.

SECTION THIRTEEN
TERM; AMENDMENT

This Declaration and all restrictions set forth herein runs with the land and shall be binding on all parties and all persons claiming under them for a period of ninety-nine (99) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years. During its initial term, 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.

The Association shall be authorized to promulgate rules and regulations not in conflict with this Declaration for the use and protection of the General Common Elements and the mutual benefit of the residents of the Units after first providing notice to all Unit owners of not less than thirty (30) days prior to the effective date of said rules and regulations. Said rules and regulations may be amended from time to time in the same manner.

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

Heartland Development, Inc.

By:

[Signatures]

President
John A. Harper
Ray C. Rizzuto
Anh L. Rizzuto

[Signatures]

Secretary
Chester E. Dickson
Sucha Y. Dickson

Date: 5/26/2004

[Recording Information]
Gregg Way Apartment Association, Inc.

By: ____________________________
    President

Secretary

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 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 26th day of May, 2004.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING       )
COUNTY OF LARAMIE       )
                        ) SS.

The foregoing Declaration was acknowledged and sworn to before me by John A. Harper, this 20th day of May, 2004.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING       )
COUNTY OF LARAMIE       )
                        ) SS.
The foregoing Declaration was acknowledged and sworn to before me by Ray C. Rizzuto and Ann L. Rizzuto, this 26th day of May, 2004.

Witness my hand and official seal.

My Commission Expires:

STATE OF WYOMING  
COUNTY OF LARAMIE  

The foregoing Declaration was acknowledged and sworn to before me by Chester E. Dickson and Sucha Y. Dickson, husband and wife, this 25th day of May, 2004.

Witness my hand and official seal.

My Commission Expires:

STATE OF WYOMING  
COUNTY OF LARAMIE  

The foregoing Declaration was acknowledged before me by John A. Harper and Ann L. Rizzuto, known to me to be the President and Secretary respectively of Gregg Way Apartment Association, Inc., a Wyoming non-profit corporation, who affirmed that they were executing such document by the authority granted to them by the Board of Directors of Gregg Way Apartment Association, Inc. and on behalf of Gregg Way Apartment Association, Inc., this 26th day of May, 2004.

Witness my hand and official seal.

My Commission Expires: