AMENDED DECLARATION OF COVENANTS

In Cheyenne, Wyoming, on September 27, 1993, Oak Valley Storage Condominiums, Inc., a corporation existing under the laws of Wyoming, whose principal office is situated at 709 Oak Valley Lane, Cheyenne, Wyoming referred to as Oak Valley Storage Condominiums, Inc., represented in this document by its president, Don L. Edeen, who is fully empowered and qualified to execute this document on behalf of the corporation, states that an earlier version of these Declaration of Covenants was filed on September 29, 1993 in Book 1354, page 1263. Changes from the earlier version are in italic print.

SECTION ONE
OWNERSHIP OF PROPERTY

Oak Valley Storage Condominiums, Inc. owns the following property situated in Cheyenne, Wyoming, which is described as follows:

All of Oak Valley Storage Condominiums Subdivision as filed for record on September 23, 1993 in Plat Cabinet 6, Slot #101, and as amended Amended Refinement A as filed for record on December 8, 1993 in Plat Cabinet 6, Slot #111, Cheyenne, Laramie County, Wyoming,

SECTION TWO
PROJECT APPROVAL

Oak Valley Storage Condominiums, Inc.'s predecessors in title, Don L. and Hazel C. Edeen have constructed on the described parcel of land a project known as Oak Valley Storage Condominiums, according to the plat filed with the Laramie County Recorder on September 23, 1993 in Plat Cabinet 6, Slot #101 and on December 8, 1993 in Plat Cabinet 6, Slot #111 and which is made a part of this instrument and referred to herein as Exhibit A.

SECTION THREE
DESCRIPTION OF PROJECT

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

SECTION FOUR
ALLOCATION OF AREAS

The project has a total building area of 3,955.5 square feet with a total of 3,670.2 square feet owned by the storage unit owners.

SECTION FIVE
DESCRIPTION OF UNITS AND COMMON AREAS

The storage units of the project will be as follows:

a. Seven Units as follows:
   (1) Unit one: 902.1 square feet
   (2) Unit two: 435.6 square feet
   (3) Unit three: 457.0 square feet
   (4) Unit four: 461.0 square feet
   (5) Unit five: 461.0 square feet
   (6) Unit six: 460.98 square feet
   (7) Unit seven: 476.74 square feet

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

b. Common Areas. Common areas of the project include:
   (1) The parcel of land described in Section One of this deed.
   (2) The concrete pad on which the building sits.
   (3) The asphalt paving to the north and west of the building.
   (4) Plumbing network throughout the project.
(5) Electric and telephone wiring network throughout the project.

(6) Necessary public light, telephone, and water connections:

(7) Foundation, roof and main walls of the project, as described in the plans that form part of this deed, attached as Exhibit "A."

SECTION SIX
COMMON AREAS AND FACILITIES

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

SECTION SEVEN
UNDIVIDED INTERESTS

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

SECTION EIGHT
RECORDATION; VALUATION

For the purpose of the recording fees to be imposed on the recordation of this deed, the value of the Oak Valley Storage Condominiums is distributed as follows:

(a) Parcel of land described in Section One is valued at Thirty Thousand Dollars ($30,000.00).

(b) The project described in Sections Two and Three is valued at One Hundred Thousand Dollars ($100,000.00).
SECTION NINE
PLAN OF OWNERSHIP

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

SECTION TEN
COVENANT OF GRANTOR

Oak Valley Storage Condominiums, Inc. covenants to take no action that will adversely affect the rights of the association with respect to assurance against latent defects in the property or other rights assigned to the association, the members of the association, and their successors in it, as their interests may appear, by reason of the establishment of the condominium project.

SECTION ELEVEN
TITLE AND INTEREST OF GRANTEES

(1) The title and interest of the owner of each storage unit in the common areas listed under Paragraph b of Section Five, and their proportionate share in the common expenses of the common areas, as well as proportionate representation for voting purposes in the meeting of the Oak Valley Storage Condominiums Association, are based on the proportionate value of each storage unit to the total value of all storage units as follows:
Storage Unit Number One:
Twenty five percent (25%) based on a value of Twenty Five Thousand Dollars ($25,000.00) for this unit and a total value of One Hundred Thousand Dollars ($100,000.00) for all storage units.

Storage Unit Number Two:
Twelve and one half percent (12.5%) based on a value of Twelve Thousand Five Hundred Dollars ($12,500.00) for this unit and a total value of One Hundred Thousand Dollars ($100,000.00) for all storage units.

Storage Unit Number Three:
Twelve and one half percent (12.5%) based on a value of Twelve Thousand Five Hundred Dollars ($12,500.00) for this unit and a total value of One Hundred Thousand Dollars ($100,000.00) for all storage units.

Storage Unit Number Four:
Twelve and one half percent (12.5%) based on a value of Twelve Thousand Five Hundred Dollars ($12,500.00) for this unit and a total value of One Hundred Thousand Dollars ($100,000.00) for all storage units.

Storage Unit Number Five:
Twelve and one half percent (12.5%) based on a value of Twelve Thousand Five Hundred Dollars ($12,500.00) for this unit and a total value of One Hundred Thousand Dollars ($100,000.00) for all storage units.

Storage Unit Number Six:
Twelve and one half percent (12.5%) based on a value of Twelve Thousand Five Hundred Dollars ($12,500.00) for this unit and a total value of One Hundred Thousand Dollars ($100,000.00) for all storage units.

Storage Unit Number Seven:
Twelve and one half percent (12.5%) based on a value of Twelve Thousand Five Hundred Dollars ($12,500.00) for this unit and a total value of One Hundred Thousand Dollars ($100,000.00) for all storage units.
(3) Proportionate representation for voting purposes provided in (1) and (2) may be limited in accordance with the provisions of the bylaws attached as Exhibit "B."

SECTION TWELVE
RATIFICATION OF DECLARATION OF COVENANTS; RESTRICTION ON USE

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

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

SECTION THIRTEEN
ADMINISTRATION OF PROJECT

The administration of Oak Valley Storage Condominiums, consisting of the project and parcel of land described in Sections One and Five of this document, shall be in accordance with the provisions of this document and with the provisions of the bylaws, which are made a part of this document and are attached as Exhibit "B, ".

SECTION FOURTEEN
RULES AND REGULATIONS

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

SECTION FIFTEEN
CONTRIBUTION TO COMMON EXPENSES

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

SECTION SIXTEEN
REPAIR OF PROPERTY

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

SECTION SEVENTEEN
ASSESSMENTS; LIABILITY OF MORTGAGEE

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

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

SECTION NINETEEN
BLANKET PROPERTY INSURANCE

The board of directors of Oak Valley Condominiums, Inc. or the management agent, or manager, shall obtain and continue in effect blanket property insurance in forms and amounts satisfactory to mortgagees holding first mortgages covering storage units but without prejudice to the right of the owner of a storage unit to obtain individual storage insurance.

SECTION TWENTY
INSURANCE PREMIUMS

The insurance premium for any blanket insurance coverage shall be a common expense to be paid by monthly or annual assessments levied by the association of owners; and such payments shall be used solely for the payment of the blanket property insurance premiums as they become due.
SECTION TWENTY-ONE
RIGHT OF FIRST REFUSAL VESTED IN OWNERS

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

SECTION TWENTY-TWO
REVOCATION OR AMENDMENT OF PLAN

The dedication of the property of the plan of ownership shall not be revoked, or the property removed from the plan of ownership, or any of the provisions herein amended, unless 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.

Dated December 13, 1993, but effective September 27, 1993

[Signatures]

BOOK 1361
STATE OF WYOMING )
COUNTY OF LARAMIE ) ss.

On December 13, 1993, before me personally appeared Don L. Edeen, who being by me duly sworn, did say that he is the President of Oak Valley Storage Condominiums, Inc. and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and they acknowledged said instrument to be the free act and deed of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]
Public Notary

My Commission Expires:

[Stamp]

BOOK 1361

2013
AMENDED
DECLARATION OF COVENANTS

In Cheyenne, Wyoming, on September 27, 1993, Oak Valley Storage Condominiums, Inc., a corporation existing under the laws of Wyoming, whose principal office is situated at 709 Oak Valley Lane, Cheyenne, Wyoming referred to as Oak Valley Storage Condominiums, Inc., represented in this document by its president, Don L. Edeen, who is fully empowered and qualified to execute this document on behalf of the corporation, states that an earlier version of these Declaration of Covenants was filed on September 29, 1993 in Book 1354, page 1263. Changes from the earlier version are in italic print.

SECTION ONE
OWNERSHIP OF PROPERTY

Oak Valley Storage Condominiums, Inc. owns the following property situated in Cheyenne, Wyoming, which is described as follows:

All of Oak Valley Storage Condominiums Subdivision as filed for record on September 23, 1993 in Plat Cabinet 6, Slot #101, and as amended Amended Refinement A as filed for record on December 8, 1993 in Plat Cabinet 6, Slot #111, Cheyenne, Laramie County, Wyoming.

SECTION TWO
PROJECT APPROVAL

Oak Valley Storage Condominiums, Inc.'s predecessors in title, Don L. and Hazel C. Edeen have constructed on the described parcel of land a project known as Oak Valley Storage Condominiums, according to the plat filed with the Laramie County Recorder on September 23, 1993 in Plat Cabinet 6, Slot #101 and on December 8, 1993 in Plat Cabinet 6, Slot #111 and which is made a part of this instrument and referred to herein as Exhibit A.

SECTION THREE
DESCRIPTION OF PROJECT

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

SECTION FOUR
ALLOCATION OF AREAS

The project has a total building area of 3,953.5 square feet with a total of 3,670.2 square feet owned by the storage unit owners.

SECTION FIVE
DESCRIPTION OF UNITS AND COMMON AREAS

The storage units of the project will be as follows:

a. Seven Units as follows:
   (1) Unit one: 902.1 square feet
   (2) Unit two: 435.6 square feet
   (3) Unit three: 457.0 square feet
   (4) Unit four: 461.0 square feet
   (5) Unit five: 461.0 square feet
   (6) Unit six: 460.98 square feet
   (7) Unit seven: 476.74 square feet

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

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

SECTION SIX
COMMON AREAS AND FACILITIES

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

SECTION SEVEN
UNDIVIDED INTERESTS

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

SECTION EIGHT
RECORDATION; VALUATION

For the purpose of the recording fees to be imposed on the recordation of this deed, the value of the Oak Valley Storage Condominiums is distributed as follows:
(a) Parcel of land described in Section One is valued at Thirty Thousand Dollars ($30,000.00).
(b) The project described in Sections Two and Three is valued at One Hundred Thousand Dollars ($100,000.00).
SECTION NINE
PLAN OF OWNERSHIP

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

SECTION TEN
COVENANT OF GRANTOR

So long as Oak Valley Storage Condominiums, Inc. owns one or more of the storage units, Oak Valley Storage Condominiums, Inc. shall be subject to the provisions of the deed and of the Exhibits "A," and "B." attached. Oak Valley Storage Condominiums, Inc. covenants to take no action that will adversely affect the rights of the association with respect to assurance against latent defects in the property or other rights assigned to the association, the members of the association, and their successors in it, as their interests may appear, by reason of the establishment of the condominium project.

SECTION ELEVEN
TITLE AND INTEREST OF GRANTEES

(1) The title and interest of the owner of each storage unit in the common areas listed under Paragraph b of Section Five, and their proportionate share in the common expenses of the common areas, as well as proportionate representation for voting purposes in the meeting of the Oak Valley Storage Condominiums Association, are based on the proportionate value of each storage unit to the total value of all storage units as follows:
Storage Unit Number One:
Twenty five percent (25%) based on a value of Twenty Five Thousand Dollars ($25,000.00) for this unit and a total value of One Hundred Thousand Dollars ($100,000.00) for all storage units.

Storage Unit Number Two:
Twelve and one half percent (12.5%) based on a value of Twelve Thousand Five Hundred Dollars ($12,500.00) for this unit and a total value of One Hundred Thousand Dollars ($100,000.00) for all storage units.

Storage Unit Number Three:
Twelve and one half percent (12.5%) based on a value of Twelve Thousand Five Hundred Dollars ($12,500.00) for this unit and a total value of One Hundred Thousand Dollars ($100,000.00) for all storage units.

Storage Unit Number Four:
Twelve and one half percent (12.5%) based on a value of Twelve Thousand Five Hundred Dollars ($12,500.00) for this unit and a total value of One Hundred Thousand Dollars ($100,000.00) for all storage units.

Storage Unit Number Five:
Twelve and one half percent (12.5%) based on a value of Twelve Thousand Five Hundred Dollars ($12,500.00) for this unit and a total value of One Hundred Thousand Dollars ($100,000.00) for all storage units.

Storage Unit Number Six:
Twelve and one half percent (12.5%) based on a value of Twelve Thousand Five Hundred Dollars ($12,500.00) for this unit and a total value of One Hundred Thousand Dollars ($100,000.00) for all storage units.

Storage Unit Number Seven:
Twelve and one half percent (12.5%) based on a value of Twelve Thousand Five Hundred Dollars ($12,500.00) for this unit and a total value of One Hundred Thousand Dollars ($100,000.00) for all storage units.
(3) Proportionate representation for voting purposes provided in (1) and (2) may be limited in accordance with the provisions of the bylaws attached as Exhibit "B."

SECTION TWELVE
RATIFICATION OF DECLARATION OF COVENANTS; RESTRICTION ON USE

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

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

SECTION THIRTEEN
ADMINISTRATION OF PROJECT

The administration of Oak Valley Storage Condominiums, consisting of the project and parcel of land described in Sections One and Five of this document, shall be in accordance with the provisions of this document and with the provisions of the bylaws, which are made a part of this document and are attached as Exhibit "B."

SECTION FOURTEEN
RULES AND REGULATIONS

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

SECTION FIFTEEN
CONTRIBUTION TO COMMON EXPENSES

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

SECTION SIXTEEN
REPAIR OF PROPERTY

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

SECTION SEVENTEEN
ASSESSMENTS; LIABILITY OF MORTGAGEE

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

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

SECTION NINETEEN
BLANKET PROPERTY INSURANCE

The board of directors of Oak Valley Condominiums, Inc. or the management agent, or manager, shall obtain and continue in effect blanket property insurance in forms and amounts satisfactory to mortgagees holding first mortgages covering storage units but without prejudice to the right of the owner of a storage unit to obtain individual storage insurance.

SECTION TWENTY
INSURANCE PREMIUMS

The insurance premium for any blanket insurance coverage shall be a common expense to be paid by monthly or annual assessments levied by the association of owners; and such payments shall be used solely for the payment of the blanket property insurance premiums as they become due.
SECTION TWENTY-ONE
RIGHT OF FIRST REFUSAL VESTED IN OWNERS

The owners of each of the units have the right of first refusal to purchase units of owners who wish to sell their units as follows: In the event an owner elects to sell his or her unit, and in the event he or she receives a bona fide offer to purchase such unit, the selling owner shall, in the order the selling owner selects, give the remaining owners the right to match the terms of such bona fide purchase offer. In the event all of the remaining owners fail to match such offer within fifteen days of the date each owner receives notice of the bona fide offer, the selling owner may sell to the non-owner offeror.

SECTION TWENTY-TWO
REVOCATION OR AMENDMENT OF PLAN

The dedication of the property of the plan of ownership shall not be revoked, or the property removed from the plan of ownership, or any of the provisions herein amended, unless 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.

Dated December 13, 1993, but effective September 27, 1993

Don L. Edeen
STATE OF WYOMING 
COUNTY OF LARAMIE 

On December 13, 1993, before me personally appeared Don L. Edeen, who being by me duly sworn, did say that he is the President of Oak Valley Storage Condominiums, Inc. and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and they acknowledged said instrument to be the free act and deed of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]
Public Notary

My Commission Expires:

[Signature]
Public Notary