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DECLARATION FOR  
SILVERADO CONDOMINIUMS

First Filing

THIS DECLARATION is made and entered into on this 24<sup>th</sup> day of September 2002, by Silverado, LLC, a Wyoming limited liability company, Post Office Box 1586, Gillette, Wyoming 82717, hereinafter referred to as "Declarant".

RECITALS

1. Declarant is the owner and developer of certain real estate in the City of Gillette, Campbell County, Wyoming, which is more fully described on Exhibit A attached hereto and incorporated herein by reference ("Real Estate").
2. Declarant desires to create a condominium development on the Real Estate. The name of the development is Silverado Condominiums. Portions of the Real Estate described on Exhibit A will be designated for separate ownership and the remainder of which will be designated as an undivided common interest ownership by the owners of the separate ownership portions.
3. The Declarant intends to construct, in phases, four (4) or more buildings to be located on the Real Estate and within each of the buildings will be constructed individual condominium units for separate ownership pursuant to these Declarations. A plat of said Real Estate showing the present planned locations of four (4) buildings is attached hereto and marked Exhibit B, and incorporated herein by reference.
4. Declarant has caused to be incorporated under the laws of the State of Wyoming the Silverado Condominium Owners Association, a non-profit corporation, for the purpose of exercising the functions as herein set forth.

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1. Submission of Real Estate. Declarant hereby declares that all of the Real Estate shall be held or sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting value and desirability of, and which shall run with the Real Estate and be binding on all parties having any right, title, or interest in the Real Estate or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each owner thereof. Additionally, the Declarant hereby submits the Real Estate to the provisions of Section 34-20-101, et seq., of the Wyoming Statutes Annotated 2001, as amended, known as the Condominium Ownership Act, as it may be amended from time to time (the "Act").

Section 2. Defined Terms. Each capitalized term not otherwise defined in these Declarations or in the Plat of the Real Estate shall have the meanings specified and used in the Act.

Section 3. First Mortgagee's Rights Confirmed. Except as to any provision of the Act, no provision of these Declarations shall give a condominium unit owner or any other party priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of payment to the condominium unit owner of insurance proceeds or condemnation award for losses to or a taking of condominium units and/or general common and limited common elements.

ARTICLE 2.  
NAMES; DESCRIPTION OF REAL ESTATE

Section 1. Names.

- A. The name of the development is Silverado Condominiums ("Development").
- B. The name of the association is Silverado Condominium Owners Association, a Wyoming non-profit corporation ("Association").

Section 2. Real Estate. The Development is located in Gillette, Campbell County, Wyoming. The Real Estate of the Development is described on Exhibit A.

Section 3. Buildings. The Development is presently planned to consist of four (4) primary buildings to be constructed on the Real Estate. Within of each of said buildings shall be located various condominium units for separate ownership. The condominium units located in each building will be designated by letters.

Section 4. Phased Construction. The Declarant intends to construct the remaining buildings in a phased construction program. As each building is constructed and condominium units within the building are completed, supplements to these Declarations and to Exhibit B shall be filed in order to describe and identify said condominium units as they are constructed. Amended or additional plats will be filed with the Campbell County Clerk and Ex-Officio Recorder of Deeds.

ARTICLE 3.  
ASSOCIATION

Section 1. Authority. The business affairs of the Development shall be managed by the Association, a Wyoming non-profit corporation. The Association shall be governed by its by-laws, as amended from time to time.

Section 2. Powers. The Association shall have all the powers, authority and duties permitted pursuant to the Act, its by-laws, and the Wyoming Statutes necessary and proper to manage the business and affairs of the Development.

Section 3. Limitation on Association's Powers. Except as provided in Article

4 for the reservation of special Declarant rights, and in case of condemnation or substantial loss to the units and/or general common and limited common elements of the Development, unless approved by at least two-thirds of the total votes available to the owners of the individual condominium units within the Association, the Association may not:

- A. By act or omission seek to abandon or terminate the Development;
- B. Change the pro rata interest or obligation of any condominium unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards, or determine the pro rata share of ownership of each condominium unit in the general common and limited common elements, provided that this requirement shall be deemed waived to the extent necessary to allow the phased construction of the additional buildings on the Real Estate to make such changes or obligations with regard to the general common and limited common elements as may be necessary and equitable by reason of such phased construction.
- C. Partition, abandon, subdivide, encumber, sell or transfer the general common and limited common elements by act or omission. The granting of easements for public utilities and other public purposes consistent with the intended use of the general common and limited common elements by the Development is not a transfer within the meaning of this clause. This requirement will be deemed waived to the extent necessary to allow the phased construction of the additional buildings provided for herein.
- D. Use hazard insurance proceeds for losses to any condominium property (whether units are general common and limited common elements) for other than the repair, replacement, or reconstruction of the Development.

Section 4. Declarant Control. The Declarant shall have the power to appoint and remove officers and directors of the Association until such time as 75% of the total floor space allocated to the condominium ownership in the four (4) planned buildings has been conveyed by the Declarant to third parties.

#### ARTICLE 4. SPECIAL DECLARANT RIGHTS

Section 1. Reserved Rights. Declarant hereby reserves the right to perform the acts and exercise the rights as hereinafter specified until such time as all of the floor space allocated to the condominium ownership has been conveyed to third parties by the Declarant. The Declarant's reserved rights include the following:

- A. Completion of Improvements. The right to complete the improvements indicated on the Plat filed with these Declarations, including, without limitation, the final construction of the additional buildings provided for herein, together

with completion of the general common and limited common elements applicable thereto.

- B. Right to Partition or Subdivide. Until the Declarant has conveyed a condominium unit to a third party, the Declarant shall have the right to petition or subdivide such condominium unit owned by it without the approval of the Association as provided in Article 3 above.
- C. Exercise of Development Rights. The right to exercise any Development right reserved in Article 5 of these Declarations.
- D. Sales Management and Marketing. The right to maintain sales offices, management offices, signs advertising the entire Development, or one of more individual units.
- E. Construction Easements. The right to use easements through the general common and limited common elements for the purpose of making improvements within the Development or within the Real Estate.
- F. Control of Association and its Board of Directors. The right to appoint or remove any officer or director of the Association until such time as 75% of the space allocated for the condominium ownership in all four (4) of the buildings has been conveyed to third parties by the Declarant.
- G. Amendment of Declaration. The right to amend the Declaration in connection with the exercise of the completion of improvements or any other development rights.
- H. Amendment of Plat. The right to amend or supplement the Plat in connection with the phased construction of the buildings provided for herein and the exercise of any development rights.
- I. Dedications. The right to establish, from time to time, by dedication or otherwise, utility and other easements for purposes including, but not limited to, streets, paths, walkways, drainage areas, parking areas, utility installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the condominium unit owners within the Development.
- J. Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of the general common elements or limited common elements or other facilities which may or may not be part of the Development for the benefit of the condominium unit owners and/or the Association.
- K. Use By Unit Occupant. Declarant shall have the exclusive right to decide

the occupancy and use of any unit of the development whether owned by a third party or by the Declarant. Any occupancy use and any lease agreement must have written approval of Declarant.

- K. Other Rights. The right to exercise any other rights created by any other provision of these Declarations.

Section 2. Rights Transferable. Any right the Declarant created or reserved hereunder for the benefit of the Declarant may be transferred to any person or other entity by an instrument describing the right transferred and recorded with the Campbell County Clerk, Campbell County, Wyoming.

#### ARTICLE 5. RESERVATION AND DEVELOPMENT RIGHTS

Section 1. Development and Withdrawal Rights. The Declarant expressly reserves the right to construct the condominium units in a phased construction manner, said condominium units to be located in the proposed buildings together with the phased construction of the general common and limited common elements on all or any portion of the Real Estate. The Declarant expressly reserves the right to petition or subdivide a condominium unit prior to its being conveyed to third parties. The Declarant may exercise its phased construction development rights on all or any portion of the Real Estate in whatever order the Declarant, in its sole discretion, determines. The consent of the existing condominium unit owners or mortgagees shall not be required for such development construction (including any partition or subdivision of a condominium unit prior to it being conveyed to third parties) and the Declarant may proceed with such construction without limitation at its sole option.

The Declarant expressly reserves the right to withdraw all or any portion of the Real Estate from the provisions of these Declarations by recording a document evidencing such withdrawal in the offices of the Campbell County Clerk for Campbell County, Wyoming, provided, however, that no building or applicable portion of the Real Estate may be withdrawn after a condominium unit within that building has been conveyed to a purchaser. The property withdrawn from the provisions of these Declarations shall be subject to whatever easements, if any, are reasonably necessary for access to or operation of the remaining Development.

Section 2. Allocation of Interest in General Common and Limited Common Elements and Expenses. As the Declarant completes the phased construction of buildings provided for and the individual condominium units within said buildings and at such time as these individual condominium units are suitable for occupancy as determined in the sole discretion of the Declarant, the Declarant shall have the right to record an amendment to this Declaration setting forth the specific condominiums that are ready for occupancy. The approval or signature of no other person, entities, or condominium unit owners shall be required to such amendments to these Declarations or accompanying Plat. The allocation of these condominiums of an undivided interest in the general common and the limited common elements and the pro rata obligation of expenses to maintain the general common elements and the limited common

elements among the total number of condominiums constructed at the time of such amendment shall initially be determined by the Declarant at the time of such amendment and certified by the Declarant to the Campbell County Tax Assessor pursuant to Section 34-20-101 of the Wyoming Statutes Annotated 2001, as amended. The Declarant or the Board of Directors of the Association shall have the right to reallocate such interest from time to time as the phased construction of the buildings provided for is completed. These allocated and reallocated interests in the general common elements and the limited common elements, as the Development may be expanded from time to time, shall be based upon the relative square footage of each of the condominium units to the total square footage of all condominium units constructed in the Development, from time to time, and/or on such other information as the Declarant or the Board of Directors of the Association shall reasonably determine to be relevant to the allocation or reallocation. The Declarant shall certify to the purchaser of any condominium unit, at the time of said purchase, the specific allocated or reallocated interest in the general common and limited common elements appurtenant to the purchaser's condominium unit and thereafter as additional condominium units are constructed, the Declarant or Board of Directors shall certify to the owner of each condominium unit such reallocated interest as may be applicable from time to time.

**Section 3. Amendment of the Plat.** Declarant shall, contemporaneously with the amendment of the Declaration, file an amendment of the Plat showing the location of additional improvements constructed on the Development.

**Section 4. Recording of Amendments.** Recording of amendments to the Declaration and Plat in the office of the County Clerk for Campbell County, Wyoming, shall automatically:

- A. Vest in each existing condominium unit owner the allocated or reallocated undivided interests in the general common and limited common elements appurtenant to his condominium unit; and,
- B. Vest in each existing mortgagee a perfected security interest in the reallocated allocated interests appurtenant to the encumbered condominium unit.

All conveyances of condominium units shall be effective to transfer an undivided interest in the general and limited common elements as the same may be allocated or reallocated from time to time hereafter in accordance with these Declarations, whether or not reference is made to any amendment to the Declaration or Plat. Reference to the Declaration and Plat in any instrument shall be deemed to include all amendments to the Declaration and Plat without specific reference thereto.

**Section 5. Construction Easement.** Declarant expressly reserves the right to perform warranty work, repairs and construction work, and to store materials in secure areas, in condominium units, and in general common elements, and the future right to control such work and repairs, and the right of access thereto until its completion. All work may be performed by Declarant without the consent or approval of any condominium unit or mortgagee. Declarant has such an easement through the general common elements as may be reasonably necessary for the

purpose of discharging Declarant's obligations and exercising Declarant's reserved rights in these Declarations. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Real Estate for the purpose of furnishing utility and other services to buildings and condominium units to be constructed on the Real Estate. Declarant's reserved construction easement includes the right to grant easements to public utility companies and to convey improvements within those easements anywhere in the general common elements not occupied by an improvement containing condominium units.

**Section 6. Transfer of Development Rights.** Any right of the Declarant reserved under this Article may be transferred to any other person or entity by an instrument describing the right transferred and recorded in Campbell County, Wyoming.

#### ARTICLE 6. CONDOMINIUM UNITS

**Section 1. Identification of Condominium Units.** The identification name of each condominium unit shall be as set forth on the Plat as amended from time to time. Each condominium unit shall be so described and set forth, with its dimensions, on a Plat which shall be recorded, referencing these Declarations, from time to time, as the condominium units are constructed by the Declarant and as they are conveyed to third parties or otherwise developed for occupation by third parties.

**Section 2. Condominium Unit Boundaries.** The boundaries of each condominium unit are located as shown on the Plat, as amended from time to time, and are more particularly described as follows:

- A. Walls, floors, and ceilings are designated as boundaries of a condominium unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint and finished flooring and any other material constituting any part of the finished surfaces thereof are a part of the unit, and all other portions of the walls, floors, or ceilings are a part of the general common elements; and,
- B. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or other fixture lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only one or more, but fewer than all, the units is a limited common element allocated solely to units so served, and any portion thereof serving any portion of the general common elements is a part of the general common elements.
- C. All sewer, storm sewer, water, gas and other utility lines, whether located within or outside the boundaries of the development of the Real Estate are considered common elements and shall be maintained as such.

**Section 3. Subdivision of Condominium Units.** Except as otherwise provided in this Declaration, a condominium unit may not be subdivided into two or more units without

the approval as required in Article 3 above.

**Section 4. Mandatory Membership in Association.** It shall be mandatory for each condominium unit owner to be a member of the Association and the acceptance of a deed to a condominium unit shall be deemed to constitute membership in the Association and an agreement to comply with its by-laws and these Declarations.

**ARTICLE 7.  
COVENANT FOR GENERAL COMMON AND LIMITED COMMON  
EXPENSE ASSESSMENTS**

**Section 1. Creation of Association Lien and Personal Obligation to Pay Common Expense Assessments.** Declarant, for each condominium unit, shall be deemed to covenant and agree, and each condominium unit owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association the annual general common and limited common expense assessments.

The general common and limited expense assessment of the Association shall be a continuing lien upon the condominium unit against which each such assessment is made. A lien under this Section is prior to all other liens and encumbrances on a condominium unit except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) liens for real estate taxes and other governmental assessments or charges against the condominium unit; and (3) the lien of a first mortgage of record on any condominium unit made in good faith and for value. The Association shall have the right to proceed to recover sums for which this Section creates a lien, including the right to foreclose said lien by instituting the appropriate action in Campbell County, Wyoming seeking foreclosure of said lien and such other relief that may be appropriate, including the right to recover all expenses and fees, together with reasonable attorney fees, incurred by the Association by reason of the condominium unit owner's failure to pay such services. In addition to the foregoing, the Association shall have all of the rights and remedies as provided at law or in equity for the foreclosure and enforcement of said lien. No sale, conveyance, transfer, or foreclosure, or any proceedings in lieu thereof, shall relieve any condominium unit from the continuing liability for any common expense assessment or for any lien therefor.

**Section 2. Apportionment of General Common and Limited Common Expenses.** General common expenses and limited common expenses shall be assessed against all condominium units in accordance with their percentage interest in the general common and limited common elements as determined by the Board of Directors of the Association which shall be pro rata based upon the size of the condominium unit as applied to the size of the general common and limited common elements.

**Section 3. Purpose of Any Assessments.** The assessments levied by the Association through its Board of Directors shall be used to maintain, repair and replace the



general common and limited common elements to purchase and maintain liability, casualty loss, and other insurance for the Development (including all units), to generally administer the limited and general common elements, and to promote the general safety and welfare of the owners of the condominium units within the Development.

Section 4. Assessment Dates and Commencement of Assessments. The general common and limited common expense assessments shall be made on a monthly, quarterly or annual basis against all condominium units as the Board of Directors of the Association shall determine and shall be based upon the Association's projected need for expenses necessary to provide for the administration and performance of the Association's duty during the assessment year, including maintenance, repair and replacement of the general common and limited common elements. The general common and limited common expense assessment shall be paid and collected in the manner as determined by the Board of Directors of the Association. The general common and limited common expense assessment shall begin on the first day of the month in which the conveyance of a condominium unit occurs to a third party from the Declarant.

Section 5. Effect of Non-Payment of Assessments. Any assessment, charge, or fee provided for in these Declarations, or any monthly or other installment thereof, which is not fully paid within ten (10) days after the due date thereof shall bear interest at the rate as determined by the Board of Directors and the Association may assess a late charge thereon. Further, the Association may bring an action at law or in equity, or both, against any owner personally obligated to pay such overdue assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such owner's condominium unit. An action at law or in equity by the Association against an owner to recover a money judgment for unpaid assessments, charges or fees, or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefor.

Section 6. Working Fund. The Association or Declarant may require the first owner of each condominium unit (other than Declarant) to make a non-refundable payment to the Association in an amount equal to one-fourth of the annual general common and limited common expense (projected or actual) against that condominium unit in effect at the closing thereof, which sum shall be held, without interest, by the Association as a working fund. Said working fund shall be collected and transferred to the Association at the time of closing of the sale by Declarant of each condominium unit, as aforesaid, and shall be maintained for the use and benefit of the Association. Such payment shall not relieve any owner from making regular payments of assessments as the same become due. Upon the transfer of his condominium unit, an owner shall be entitled to a credit from his transferee for any unused portion of the aforesaid working fund. If the annual general common and limited common expense assessment increases, the Association may require not less than all condominium unit owners to increase their working fund to equal one-fourth of the annual general common and limited common expense assessment.

Section 7. Fund for Maintenance, Repairs and Replacements. General common expense assessment shall include an adequate reserve fund for maintenance, repairs,

and replacements of the general common elements that must be periodically maintained, repaired, or replaced. The assessment for this fund shall be payable in regular installments rather than special assessments.

**Section 8. Notification of Default to Lender.** A first mortgagee, upon request, shall be entitled to written notification from the Association of any default in the performance by any condominium unit owner of any obligation under these Declarations not cured within 60 days.

#### ARTICLE 8. LIMITED COMMON ELEMENTS

**Section 1. Limited Common Elements.** A "limited common element" means a portion of the general common elements for the exclusive use of one or more but fewer than all of the condominium units. The limited common elements, as well as the general common elements, shall be those as defined in the Act and as may be set forth in these Declarations and on the map or plat. In addition to those limited common elements as may be set forth on the plat or map, the following shall be designated limited common elements:

Storage areas, sidewalks, stairways leading to more than one condominium unit, and other such areas as the Board of Directors may direct, from time to time.

**Section 2. Allocation of Specified Limited Common Elements.** The Declarant or the Board of Directors may allocate or reallocate specific undivided interest to the condominium units in the general and limited common elements from time to time as said condominium units are constructed. In addition, the Board of Directors may designate parts of the general common elements from time to time for use by less than all of the condominium unit owners or by non-owners for specified periods of time or only those persons paying fees or satisfying other reasonable conditions for the use that may be established by the Board of Directors. Any such designation by the Board of Directors shall not be a sale or disposition of such portions of the general common elements.

**Section 3. Maintenance, Repair and Replacement of Limited Common Elements.** The owner of a condominium unit to which a limited common element is allocated shall be responsible for removal of snow, leaves and debris therefrom. Any common expense associated with the maintenance, repair, or replacement of a limited common element shall be assessed equally against the condominium units to which the limited common element is assigned as determined by the Declarant or Board of Directors.

#### ARTICLE 9. ALLOCATED INTERESTS OF GENERAL COMMON ELEMENTS

**Section 1. Allocated Interests.** The undivided interest in the general common elements, the liability for the common expense assessment, and votes in the Association allocated to each condominium unit shall be based upon the relative square footage of each

condominium unit to the total square footage of all condominium units constructed in the Development, from time to time as the phased construction of the Development is completed. The Declarant or the Board of Directors shall certify to the owners of said condominium units and to the Campbell County Tax Assessor the specific allocated or reallocated undivided interest of each condominium unit in the general common elements, from time to time as the condominium units are constructed. Such allocated undivided interests are subject to reallocation as provided elsewhere in these Declarations. All allocations and reallocations shall be determined by the Declarant or the Board of Directors in accordance with these Declarations, the by-laws of the Association, and other applicable rules and regulations of any governing body or authority.

**ARTICLE 10.  
RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY**

Section 1. Use and Occupancy Restrictions. Subject to the Development Rights and special Declarant Rights reserved by the Declarant, the following use restrictions apply to all condominium units and to the general common elements:

- A. No use shall be made of the condominium units and general common elements which will in any manner violate the statutes, rules and regulations of any governmental authority having jurisdiction over the property. The Declarant shall have complete authority to decide tenant mix and shall govern occupancy use in all condominium units.
- B. No owner shall place any additional structure whatsoever upon the general common elements.
- C. No use shall be made of the condominium units or the general common elements which is contrary to these Declarations. Each owner and his guest, invitees, customers, tenants, or vendors, shall be bound by and shall comply with these Declarations. Failure of any owner, or the guest, invitees, customers, tenants, or vendors, to comply with the terms of these Declarations shall be grounds for an action to recover actual damages or to obtain injunctive relief, or both, together with attorney's fees and costs, maintainable by the owner or owners of the adjacent condominium unit.
- D. The condominium units are hereby restricted to be used as business condominiums for any use consistent with applicable zoning laws for the Real Estate and for related uses not inconsistent with such zoning rules and regulations, subject to approval of the Declarant. Any condominium unit may be leased or rented for such business purpose. No structures of a temporary character shall be placed, installed, or used on any portion of any condominium unit or the general common elements at any time for any purpose, either temporarily or permanently.
- E. Except as otherwise provided in this Declaration and as may be provided in the

by-laws of the Association, no advertising signs, billboards, posters, "For Sale" signs, "For Rent" signs, unsightly objects, or nuisances shall be erected, placed or permitted to remain on or in any condominium unit in any such manner that is visible from the outside or on or in any portion of the general common elements, nor shall any part of a condominium unit or the general common elements be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or occupant of any other condominium unit.

- F. The Declarant may erect a common sign on the Real Estate to be used by all of the condominium unit owners to advertise their business within the Development. This common sign shall be uniform in nature and each sign advertising a business within the Development shall be of a size, form, and color as prescribed by the by-laws of the Association, amended from time to time. In addition, each condominium unit shall have the right to be placed upon it a sign on the exterior of said condominium unit advertising the business within, said sign to be single "back lighted" letters and in conformity with any sign regulations established by the by-laws of the Association, as amended from time to time. Except for these two sign areas, no other advertising signs, billboards, or posters of any kind shall be permitted within the Development at any location visible from the outside of any condominium unit or from any portion of the general common elements.
- G. No equipment, material, or personal property of any type shall be stored on general common elements or limited common elements.
- H. No animals of any kind are permitted in the condominium units except such animals as may be necessary to conduct any business operations within the condominium unit provided the same is permitted by applicable zoning rules and regulations.
- I. The Declarant may designate restricted areas for parking by condominium owners and employees of condominium owners, lessees and lessees' employees. The Association may further establish parking regulations pursuant to its by-laws. Violators of the parking restrictions may be assessed a penalty of \$25 per day plus costs of collection, or such other penalty as established by the Association.

**Section 2. Enforcement.** The Association, in addition to all powers of enforcement reserved to it under the Act, shall have the right to enforce compliance with these Declarations, its Articles and by-laws, including all rules and regulations contained therein or promulgated pursuant thereto by: (a) revoking the right of such delinquent owner or occupant and his guests and invitees and tenants to use the general common elements or any other amenity made available through easement or contract or (b) suspending an owner's voting privileges. However, no suspension of voting rights shall affect the rights of first mortgagees to vote pursuant to a proxy granted in connection with a mortgage recorded in Campbell County, Wyoming. In addition, the Association shall have the right to seek any and all money damages occasioned by the violation and to seek injunctive relief to enjoin further violations and shall be

entitled to recover all of its costs of litigation, including, without limitation, attorney's fees, deposition costs, witness lodging and traveling expenses, and any other expenses related to the investigation and prosecution of any litigation. By purchasing a condominium unit, each owner waives any and all objections to the Association pursuing injunctive relief, and specifically acknowledges that there is no plain, speedy, and adequate remedy at law.

IN WITNESS WHEREOF, the party hereto has caused these Declarations to be executed on the dates indicated.

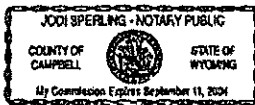
DECLARANT  
SILVERADO, LLC

*Bruce D. Schilling*  
Bruce D. Schilling, Managing Member

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me by Bruce D. Schilling as managing member of Silverado, LLC, a limited liability company, this 24 day of September, 2002.

WITNESS my hand and official seal.



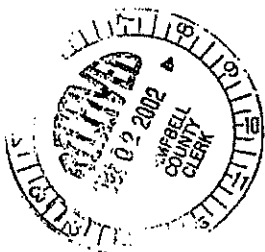
*Jooi Speerling*  
Notary Public

My commission expires:

DECLARATION FOR SILVERADO CONDOMINIUMS  
EXHIBIT A

Legal Description  
of Silverado Condominiums, First Filing, A resubdivision  
Lot 2A a resubdivision of lot 2 Silverado Addition to the City of Gillette, Wyoming,  
recorded at Book 7 of Plats, page 31, of the records of the Campbell County Clerk and Ex  
Officio Recorder of Deeds.

STATE OF WYOMING )  
Campbell County ) ss.  
Filed for record this 2nd day of October A.D. 2002 at 8:02 o'clock A M. and recorded in Book 1799  
of Photos on page 469-482 Fees \$ 47.00 804025  
Dana Henders RECORDED  
County Clerk and Ex-Officio Register of Deeds ABSTRACTED  
CHECKED By Deputy Sharon Haskett



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**FIRST SUPPLEMENT TO THE  
DECLARATION OF COVENANTS CONDITIONS  
AND RESTRICTIONS FOR  
THE SILVERADO CONDOMINIUMS**

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COMES NOW Silverado, LLC., a Wyoming Limited Liability Company, as the Declarant, pursuant to the Declaration of covenants, conditions and restrictions for the Silverado Condominiums, filed for record in Campbell County Wyoming in Book 1799 of Photos at Page 469 in accordance with the powers specifically reserved to Declarant in Article 4 Section 1 A and B states that the property known as:

Building Number 1 Units A, B, C, and D was filed for record on the 2<sup>nd</sup> day of October 2002, in Book 7 of Plats Page 135

Building Number 2 Units E F G, H was filed for record on the 6<sup>th</sup> day of March 2003, in Book 7 of Plats Page 166

And:

Building Number 3 Unit I and J, and  
Building 4 unit K L and M

of the Silverado Condominiums as shown on the Plat filed herewith in the records of the Campbell County Clerk and ex-officio of records are ready for occupancy.

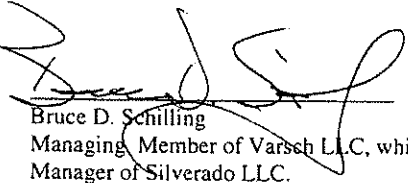
The pro rata obligation of expense to maintain the general common elements for all the units until further units are built and ready for occupancy is as shown on EXHIBIT A attached hereto and incorporated herein by reference.

All sections of the original declaration of covenants, conditions and restrictions for the Silverado Condominiums not modified by this supplement shall

remain unchanged and in full force and effect.

IN WITNESS WHEREOF, I set my hand to be effective this 17 day of June, 2008

SILVERADO LLC,  
A Wyoming Limited Liability Company

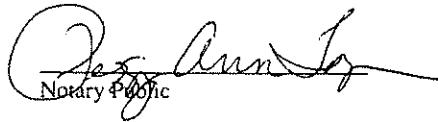
By   
Bruce D. Schilling  
Managing Member of Varsch LLC, which is  
Manager of Silverado LLC.

STATE OF WYOMING     )  
  ) §  
COUNTY OF CAMPBELL    )

The foregoing instrument was acknowledge before me this 17 day of June, 2008, by Bruce D. Schilling as Managing Member of Varsch, LLC, a Wyoming limited liability company which LLC is the Manager of Silverado LLC. Prior to signing he swore and affirmed that he signs this in his official capacity with the full power and authority of the company.

Witness my hand and official seal.



  
Notary Public

My commission expires:

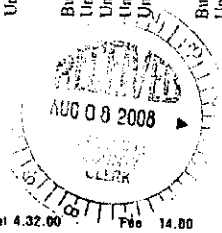


ASSESSMENT FOR 2008 FOR SILVERADO BUILDINGS 1 - 4

| Silverado LLC Assessment Schedule Building 1, 2, 3 & 4 Total Annual Assessment | Square Footage Based on External Dimensions | Square Footage of Limited Common Elements | Total Sq Footage with Limited Common Elements | Percentage Attributable to Each Unit | Annual Assessment due for Maintenance as of June 2008 | Monthly assessment |
|--|---|---|---|--------------------------------------|---|--------------------|
| <b>Building number 1</b>   |   |   |   |                                      | <b>\$23,925.20</b>                                    |                    |
| Unit A   | 2100.00                                     | 0   | 2100.00                                       | 8.78%                                | \$2,100.00  | \$175.00           |
| Unit B   | 1500.00                                     | 0   | 1500.00                                       | 6.27%                                | \$1,500.00  | \$125.00           |
| Unit C   | 2000.00                                     | 0   | 2000.00                                       | 8.36%                                | \$2,000.00  | \$166.67           |
| Unit D   | 1362.60                                     | 0   | 1362.60                                       | 5.70%                                | \$1,362.60  | \$113.55           |
| <b>Building number 2</b>   |   |   |   |                                      |   |                    |
| Unit E   | 2600.00                                     | 0   | 2600.00                                       | 10.87%                               | \$2,600.00  | \$216.67           |
| Unit F   | 1000.00                                     | 0   | 1000.00                                       | 4.18%                                | \$1,000.00  | \$83.33            |
| Unit G   | 2000.00                                     | 0   | 2000.00                                       | 8.36%                                | \$2,000.00  | \$166.67           |
| Unit H   | 1362.60                                     | 0   | 1362.60                                       | 5.70%                                | \$1,362.60  | \$113.55           |
| <b>Building number 3</b>   |   |   |   |                                      |   |                    |
| Unit I   | 2500.00                                     | 0   | 2500.00                                       | 10.45%                               | \$2,500.00  | \$208.33           |
| Unit J   | 2500.00                                     | 0   | 2500.00                                       | 10.45%                               | \$2,500.00  | \$208.33           |
| <b>Building number 4</b>   |   |   |   |                                      |   |                    |
| Unit K   | 2500.00                                     | 0   | 2500.00                                       | 10.45%                               | \$2,500.00  | \$208.33           |
| Unit L   | 1250.00                                     | 0   | 1250.00                                       | 5.22%                                | \$1,250.00  | \$104.17           |
| Unit M   | 1250.00                                     | 0   | 1250.00                                       | 5.22%                                | \$1,250.00  | \$104.17           |
| <b>TOTAL</b>   | <b>23,925.20</b>                            | <b>0</b>                                  | <b>23,925.20</b>                              | <b>100.00%</b>                       | <b>\$23,925.20</b>                                    | <b>\$1,993.77</b>  |

Exhibit 79

915398 Recorded on 8/08/2008 at 4.32.00 Pm 14.00  
 Book 2383 of PHOTOS Pages 360 to 362  
 Susan F. Saunders, Campbell County Clerk by: P. SPARLING



RECORDED  
 ABSTRACTED  
 INDEXED  
 CHECKED