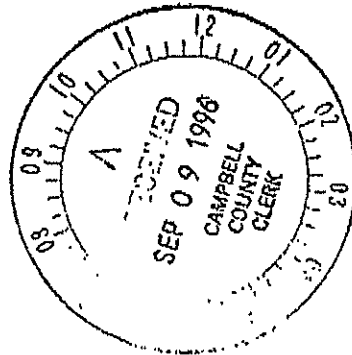


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**DECLARATIONS FOR
BOXELDER BUSINESS CENTER CONDOMINIUM OWNERS
WITH COVENANTS, CONDITIONS, AND RESTRICTIONS**

Prepared by:

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**DECLARATION
FOR
BOXELDER BUSINESS CENTER CONDOMINIUMS
WITH COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION is entered into on this date by BOXELDER BUSINESS CENTER, L.L.C., 401 W. Boxelder Rd., P.O. Box 1751, Gillette, Campbell County, Wyoming, hereinafter referred to as "Declarant".

RECITALS

A. Declarant is the owner 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").

B. Declarant desires to create a Condominium Development on the Real Estate, the name of which development shall be the "BOXELDER BUSINESS CENTER CONDOMINIUMS" ("the Development"), in which 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.

C. The Declarant intends to construct, in phases, four 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 map or plat of said Real Estate showing the location of these four buildings is attached hereto marked Exhibit "B".

D. Declarant has caused to be incorporated under the laws of the State of Wyoming the Boxelder Business Center Condominium Owners Association, a non-profit corporation, for the purposes of exercising the functions as herein set forth.

ARTICLE 1.

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 the 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 of the Wyoming Statutes 1977, 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 or map of the Real Estate shall have the meanings specified or 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 THE BOXELDER BUSINESS CENTER CONDOMINIUMS.
- B. The name of the Association is THE BOXELDER BUSINESS CENTER CONDOMINIUM OWNERS ASSOCIATION, a Wyoming non-profit corporation ("Association").

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

Section 3. Four Primary Buildings. The Development will consist of four primary buildings to be constructed on the Real Estate. Within each of said buildings shall be located various condominium units for separate ownership. These buildings will be known as Building A, Building B, Building C, and Building D. The condominium units located within these buildings will be designated by numbers preceded by the letter representing the building. As an example, condominium unit A-1 will be condominium number 1 located in Building A.

Section 4. Phased Construction. The Declarant intends to construct Buildings A through D in a phase construction program. As each building is constructed and condominium units within that 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.

ARTICLE 3.

THE 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 bylaws, as amended from time to time.

Section 2. **Powers.** The Association shall have all of 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 Power.** 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 rate interest or obligations of any condominium unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards, or determine the prorated 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 Buildings A, B, C, and D 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 or subdivide any condominium unit provided that any such partition or subdivision shall not result in any condominium unit having fewer than 18 front lineal feet per unit with regard to Buildings A, B, and C and such other minimal lineal front footage with regard to Building D as the directors and officers of the Association shall determine hereafter. All costs, fees, and expenses of amending these declarations including reallocation of general common and limited common elements shall be paid by the owner of such condominium unit who partitions or subdivides such unit after approval as provided above;
- D. Seek to abandon, partition, subdivide, encumber, sell, or transfer the

general common and limited common elements by act or omission. The granting of easements for public utilities or 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 buildings A through D.

E. Use hazard insurance proceeds for losses to any condominium property (whether units or 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 percent of the total floor space allocated to condominium ownership in Buildings A, B, C, and D have 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 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 plats and maps filed with these Declarations including, without limitation, the final construction of Buildings A, B, C, and D, 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 partition or subdivide such condominium unit owned by it without the approval of the association as provided in Article 3 above provided that the Declarant must comply with the minimum lineal front footage requirements as provided in these Declarations and hereafter.

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 or 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 percent of the space allocated for condominium ownership in all four 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 Map or Plat. The right to amend or supplement the map or plat in connection with phased construction of Buildings A through D 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 a part of the Development for the benefit of the condominium unit owners and/or the Association.

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

Section 2. Rights Transferable. Any right of 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 in Campbell County, Wyoming.

ARTICLE 5.

RESERVATION OF 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 Buildings A, B, C, and D 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 partition 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 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 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 phase construction of Buildings A through D and the individual condominium units within said buildings and at such time as said 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 persons, 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 elements 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 1977, as amended. The Declarant or the Board of Directors of the Boxelder Business Center Condominium Owners Association shall have the right to reallocate such interest from time to time as the phase construction of Buildings A through D 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 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 the 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 Map. Declarant shall, contemporaneously with the amendment of the Declaration, file an amendment of the plat showing the location of the 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 owner 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 described in Article 2, Section 3 hereof. Each condominium unit shall be so described and set forth, with its dimensions, on a plat or map 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 or map 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 materials 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 property 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 bylaws 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. Such assessments, including fees, charges, late charges, attorney fees, fines, and interest charged by the Association shall be the personal obligation of the condominium unit owner at the time when the assessment or other charges became or fell due. Said personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them.

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 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 Declarant or Board of

Directors of the Association from time to time taking into consideration the number and size of the condominium units and the size of the general common and limited common elements that are developed from time to time.

Section 3. Purpose of Assessment. 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 assessment (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 an 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 replacement of the general common elements that must be periodically maintained, repaired, or replaced. The assessments for this fund shall be payable in regular installments rather than by 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 a 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:

- A. 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 reallocated 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 phase 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 Board of Directors in accordance with these Declarations, the Bylaws 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.

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 an 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 attorneys 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. 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 Bylaws 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 bylaws 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 in conformity with the sign regulations established by the bylaws 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 as

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.

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 Bylaws, 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 travelling 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 Declarant has caused these Declarations to be executed by Steve Shurtz and Susan Shurtz, the Members of Boxelder Business Center, L.L.C. on this 29 day of August, 1996.

DECLARANT:

Boxelder Business Center, L.L.C.

By: [Signature]
Steve Shurtz, Member

By: [Signature]
Susan Shurtz, Member

STATE OF WYOMING }
Campbell County } ss.
711109
d for record this 9th day of September
19 96 at 9:18 o'clock A.M. and recorded
Book 1397 of Photos RECORDED
Page 149-163 \$ 34.00 ABSTRACTED ✓
INDEXED ✓
CHECKED ✓
Susan F. Saunders
County Clerk and Ex-Officio Register of Deeds
City [Signature]

STATE OF WYOMING)
County of Campbell) ss.)

The foregoing instrument was acknowledged before me by Susan Shurtz, and Steve Shurtz, Members of the Boxelder Business Center LLC, this 29th day of August, 1996. Witness my hand and official seal.



[Signature]
Notary Public