

**DECLARATION OF COVENANTS FOR
BEST BUSINESS PARK CONDOMINIUM OWNERS ASSOCIATION, INC.**

THIS DECLARATION is made and entered into on this 17th day of May 2004, by Best Equity LLC a Wyoming limited liability company, Post Office Box 1586, Gillette, Wyoming 82717, and Brenda K. Schladweiler, of PO Box 3337, Gillette, WY, 82721 hereinafter referred to as "Declarant" whether singular or plural.

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 Best Business Park. 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 an unknown number of buildings in an unknown number of phases, 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. The development will be to the maximum ratio of building to land as is allowed under the Gillette City Codes in effect at the time, unless earlier called complete by Declarant as set forth herein. The real estate where these are to be constructed is described as parcel 5 and parcel 6 of the Gillette Business Park City of Gillette, as recorded at book 3 of Plats Pages 158 and 159 of the records of the Campbell County Clerk and Recorder.
4. Declarant has caused to be incorporated under the laws of the State of Wyoming the Best Business Park Condominium Owners' Association, Inc., 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 Best Business Park Condominiums ("Development").
- B. The name of the association is Best Business Park Condominium Owners Association, Inc., 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 above.

Section 3. Buildings. The Development is presently planned to consist of an unknown number of 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. Supplemental 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 Best Business Park Condominium Owners Association, Inc., 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. Limitations 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 he has filed a certificate in the records of the County Clerk certifying that the development is complete, or that he is relinquishing his Special Declarant Rights as are given in this document.

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 he has filed a certificate in the records of the County Clerk certifying that the development is complete, or that he is relinquishing his rights of Special Declarant Rights as are given in this document. 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 partition 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 he has filed a certificate in the records of the County Clerk certifying that the development is complete, or that he is relinquishing his Special Declarant Rights as are given in this document.

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. Supplemental 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.

L. Other Rights. The right to exercise any other rights created by any other provision of these Declarations, or reasonably necessary to accomplish Declarant's goal of developing the property to the maximum ratio of building to land as is allowed under the Gillette City Codes in effect at the time.

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 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 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, and rights of ingress and egress, 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 a supplement 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 supplement the 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 Supplement may initially be determined by the Declarant at the time of such Supplement 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 completed 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. Supplement of the Plat. Declarant shall, contemporaneously with the amendment of the Declaration, file a supplement to the Plat showing the location of additional improvements constructed on the Development

Section 4. Recording of Supplements. Recording of amendments to the Declaration and supplements to the 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 supplement to the Plat. Reference to the Declaration and Plat in any instrument shall be deemed to include all amendments to the Declaration and supplements to the 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 set forth on the Plat as supplemented 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 supplemented 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 general common and limited common expense assessments or fines for parking violations as provided in the bylaws.

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 charges. In addition to the foregoing, the Association shall have all of the rights and remedies as provided by its bylaws, and those 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 charge, 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. Provided; however the Declarant or Board shall have the power to assess an emergency assessment in the event a situation arises where it is needed to protect the general common and limited common elements from imminent damage or harm. 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 of 15% per annum, and the Board of Directors and the Association may assess a late charge thereon. Further, the Association pursuant to its bylaws and these covenants 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, other such areas as the Board of Directors may direct, from time to time which for example may be any area where a failure of construction affects only one building in the development.

Section 2. Allocation of Specified Limited Common Elements. The Declarant or the Board of Directors may allocate or reallocate specific undivided interests 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, subject to the terms of the bylaws) 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 that will in any manner violate the statutes, rules and regulations of any governmental authority having jurisdiction over the property, or in reference to parking the rules of the Association. The Declarant shall have complete authority to decide tenant mix and shall govern occupancy use in all condominium units. The Declarant, or
- 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 that 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 anyway 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 except in designated storage areas.

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.

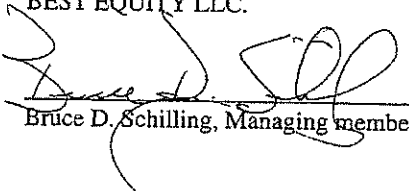
I. The Declarant may designate restricted areas for parking by condominium

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 towed, assessed a penalty of \$25 per day plus costs of collection, or such other penalty as established by the Association. No vehicles shall be left in any parking lot for sale, or which is not licensed, and being used for business.


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, without posting bond, to enjoin 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 posting of bond 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
BEST EQUITY LLC.


Bruce D. Schilling, Managing member

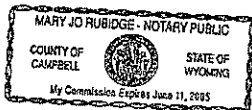
BRENDA K. SCHLADWEILER



By: Bruce D. Schilling, Attorney in Fact

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Bruce D. Schilling as managing member of Best Equity LLC, a limited liability company, this 17 day of May 2004.

WITNESS my hand and official seal.

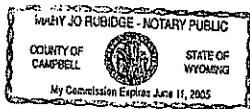


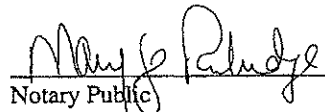

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Bruce D. Schilling attorney in fact for Brenda K. Schladweiler, this 17 day of May 2004.

WITNESS my hand and official seal.




Notary Public

BEST BUSINESS PARK CONDOMINIUM OWNERS ASSOCIATION, INC.
EXHIBIT A

Legal Description

Parcel five (also called tract five) Gillette Business Park Subdivision, a Resubdivision of Tracts B and C of Tarver Ranch Company Addition to the City of Gillette, Campbell County, Wyoming, according to the official plat thereof filed for record 2 December 1981 in Book 3 of Plats, pages 158 and 159 of the records of Campbell County Wyoming ; and

Tract 6, Gillette Business Park Subdivision, a Resubdivision of Tracts B and C of Tarver Ranch Company Addition to the City of Gillette, Campbell County, Wyoming, according to the official plat thereof filed for record 2 December 1981 in Book 3 of Plats, pages 158 and 159 of the records of Campbell County Wyoming.



STATE OF WYOMING) ss.
Campbell County)
Filed for record this 16th day of June A.D. 2004 at 10:22 o'clock A M. and recorded in Book 1976
of Photos on page 179-196 Fees \$ 59.00 **835093**
Christy Gunders RECORDED
County Clerk and Ex-Officio Register of Deeds INDEXED
By Deputy Patricia Sperry CHECKED

954186

INITIAL
DECLARATION OF CONDOMINIUM
OF
CALAMITY LAND DEVELOPMENT, LLC
A WYOMING CORPORATION

THIS DECLARATION made January __, 2011, by Calamity Land Development, LLC a Wyoming Limited Liability Company, (the "Developer") for itself, its successors, grantees, and assigns.

1. Submission to Condominium Ownership. The purpose of this Declaration is to submit the land herein described and the improvements to be constructed thereon to the condominium form of ownership and use in the manner provided by Wyoming Statutes §34-20-101 through §34-20-104, herein called the "Condominium Ownership Act."

(a) The name by which this condominium is be identified is Big Toy Storage LLC, of Building A, a condominium, herein called the condominium, and its address is 1807 Capital Ave, Suite 105, Cheyenne, Laramie County, Wyoming. *Corporate*

(b) The lands owned by the Developer which are hereby submitted to the condominium form of ownership are the following:

1498 Harvest Moon Drive, units one through nine, located within a portion of Lot 2, Block 1 of Moon Meadows Estates, Number 5, City of Gillette, Campbell County, Wyoming.

2. Definitions. The terms used herein and in the Bylaws (attached as Exhibit E) shall have the meanings stated in the Condominium Act and as follows:

(a) "Individual Air Space Unit" means a single unit depicted on the Map and consisting of all enclosed rooms located in the Condominium Unit and bounded by the interior surfaces of the perimeter walls, floors, ceilings and doors thereof, together with all non-bearing walls, fixtures, and improvements therein contained. The interior surface of a perimeter door means the position at which such surface

of a perimeter door or window when such door is closed. The Individual Air Space Unit shall hereinafter be referred to as the "Unit."

Unit shall not include any of the structural components of the Building or utility or service lines located within the Unit but serving more than one Unit. Moreover, the Individual Air Space Unit shall not include the General Common Elements or any other part of the Buildings not expressly defined in this definition. The boundaries of each Unit are delineated and designated by an identifying number on the Map.

- (b) "Project" means the condominium community established by this Declaration known as the Big Toy Storage, LLC of Building "A" of Gillette, WY Condominiums.
- (c) "Map" means the Condominium plat, consisting of a Map of the land, a legal description thereof, a floor plan of each typical Unit within the Building, horizontal locations of boundaries of each Unit, unit identification numbers together with such other information as may be included thereof in the discretion of the Declarant. The Map is incorporated herein by this reference and filed with the clerk simultaneously herewith.
- (d) "Buildings" means the one (1) building located on the Real Property containing the Unit as shown on the Map.
- (e) "Condominium Unit", "Storage Unit", or "Unit" mean the same thing and refer to the fee simple interest and title in and to the Individual Air Space Unit and an undivided fee simple interest in the General Common Elements.
- (f) "Storage Owner" means the owner of the fee simple estate of the Individual Air Space Unit together with 11.1 percent fee simple interest in general common elements.
- (g) "General Common Elements" means and includes the land on which a building is located, including, but not limited to, the foundations, columns, girders, beams, supports, main walls, roofs, stairs, stairways, sidewalks, yards, walkways, driveways and parking lots; Installations of common services, if any, such as

electricity, power, light, water, heating, air conditioning, trash collection, and all other facilities on such land. The General Common Elements shall be owned as tenants in common, by the Owners of the separate Units, each owner of a Unit having an undivided interest in such General Common Elements as provided herein.

- (h) "Limited Common Elements" means those General Common Elements which are reserved for use by fewer than all the owners of the Individual Air Space Units.
- (i) "Association" means the Big Toy Storage Owners Association, and its successors or assigns.
- (j) "Common Expenses" include (1) expenses of administration, insurance, ad valorem taxes; expenses of maintenance, operation, repair, or replacement of the Common Elements, and of the portions of storage units to be maintained by the Association; (2) expenses declared Common Expenses by provisions of this Declaration or by the Bylaws; and (3) any valid charge against the condominium as a whole.
- (k) "Declaration" means this Declaration of Condominium of Big Toy Storage in which is defined the character, duration, rights, obligations and limitations of condominium ownership.
- (l) "Utility Services" construed with referenced to the condominium, and as used in this Declaration and the Bylaws shall include but not be limited to electric power.

3. Development Plans. The condominium is being developed according to the following plans:

- (a) The Final Plat of the condominium property is attached as Exhibit A.
- (b) The improvements shall be constructed by the Developer substantially in accordance with the plans and specifications therefore, which are attached hereto as Exhibit B. The condominium will include a building consisting of a ground floor. The building will contain nine (9) owners' storage units. Use of common elements including driveways and parking areas will be permitted according to

regulations of the Association.

- (c) This Declaration may be amended by filing such additional plans as may be required to describe adequately the completion of improvements. Such completion may be shown by a certificate of an engineer certifying that the improvements have been constructed substantially as herein represented, or designating any changes made. Such plans or certificate when signed and acknowledged by the Developer shall in themselves constitute an amendment of this Declaration, notwithstanding the procedures for amendment described elsewhere in this Declaration.
- (d) Easements are reserved through the condominium property as may be required for utility services.

- 4. Storage Unit Boundaries. A single unit shall be as depicted on the Map and consisting of all enclosed rooms located in the Condominium Unit and bounded by the interior surfaces of the perimeter walls, floors, ceilings and doors thereof, together with all non-bearing walls, fixtures, and improvements therein contained. The interior surface of a perimeter door means the position at which such surface of a perimeter door or window when such door is closed. The Individual Air Space Unit shall hereinafter be referred to as the "Unit."

Unit shall not include any of the structural components of the Building or utility or service lines located within the Unit but serving more than one Unit. Moreover, the Individual Air Space Unit shall not include the General Common Elements or any other part of the Buildings not expressly defined in this definition. The boundaries of each Unit are delineated and designated by an identifying number on the Map.

- 5. Description of Storage Units. The storage units of the condominium are more particularly described as follows: Big Toy Storage LLC of Building "A", units 1 through 9.

- 6. Maintenance and Alteration of Storage Units.

- (a) The Association shall maintain, repair, and replace
 - (1) All portions of a storage unit, except interior surfaces, contributing to the support of the storage building, which portions shall include but not be limited to the outside walls of the storage building and all fixtures on the exterior thereof; boundary walls of the storage building; floor and ceiling slabs; and load-bearing columns and

load-bearing walls; and

- (2) all conduits, ducts, wiring, and other facilities for the furnishing of utility services which are contained in the portions of a storage unit maintained by the Association; and all such facilities contained within a storage unit which service part or parts of the condominium other than the storage unit within which contained.

All incidental damage caused to storage unit by such work shall be promptly repaired at the expense of the Association.

- (b) The responsibility of the storage unit owner shall be:
 - (1) to maintain, repair, and replace at his expense all portions of his storage unit except the portions to be maintained, repaired, and replaced by the Association;
 - (2) not to paint or otherwise decorate or change the appearance of any portion of the exterior of the storage building; and
 - (3) to promptly report to the Association any defect or need for repairs the responsibility for which is that of the Association.
- (c) Except as elsewhere reserved to the Developer, neither a storage unit owner nor the Association shall make any alteration in the portions of a storage unit or storage building which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do anything which would jeopardize the safety or soundness of the storage building, or impair any easement, without first obtaining approval in writing of the Board of Directors of the Association. A copy of plans for all of such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

7. Maintenance and Alteration of Common Elements.

- (a) The Association shall be responsible for the operation and maintenance of the common elements, and shall pay for the cost and expense thereof.
- (b) After the completion of the improvements included in the common elements, contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common

elements without prior written approval by the owners of not less than fifty-one percent (51%) of the common elements except as provided by the Bylaws, but no such alteration or improvement shall interfere with the rights of any storage unit owner. There shall be no change in the shares and rights of a storage unit owner in the common elements which are altered or further improved, whether or not the storage unit owner contributes to the cost thereof.

8. Assessments.

- (a) Assessments against storage unit owners for common expenses shall be made pursuant to the Bylaws and shall be allocated as set forth in Paragraph 5 of this Declaration.
- (b) Assessments and installments thereon paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of 10% per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.
- (c) The lien for unpaid assessments provided by law shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.
- (d) In any foreclosure of a lien for assessments the owner of the storage unit subject to the lien shall be required to pay a reasonable rental for the storage unit, and the Association shall be entitled to the appointment of a receiver to collect such rental.

9. Association. The operation of the condominium shall be by the Association a corporation under the laws Wyoming, which shall be organized and shall fulfill its functions pursuant to the following provisions:

- (a) The members of the Association shall be the storage unit owners.
- (b) The Association shall be incorporated under Articles of Incorporation in the form attached as Exhibit D.
- (c) The Bylaws of the Association shall be in the form attached as Exhibit E.

- (d) Notwithstanding the duty of the Association to maintain and repair the Common Elements, the Association shall not be liable for injury or damage caused by any latent condition of the property that it is required to maintain and repair, nor for injury or damage caused by the elements or other owners or persons.
- (e) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his storage unit.
- (f) Whenever the decision of an storage unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

10. Insurance.

- (a) The Association shall purchase insurance policies upon the condominium property covering the items described in subparagraph (b) of this paragraph, for the benefit of the Association and the storage unit owners and their mortgagees as their interests may appear. Provision shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of storage unit owners. Such policies and endorsements shall be deposited with the Insurance Trustee, which shall hold them subject to the provisions of Paragraph 11.
- (b) Insurance shall cover the following:
 - (1) all buildings and improvements upon the land and all personal property included in the common elements in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to buildings similar to the buildings on the land, such as vandalism and malicious mischief;
 - (2) public liability in such amounts and with such coverage as shall be

required by the Board of Directors of the Association, and with cross liability endorsement to cover liabilities of the storage unit owners as a group to an storage unit owner;

- (3) director's and officer's insurance;
 - (4) such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.
- (c) Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.
 - (d) The Association is hereby irrevocably appointed agent for each storage unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

11. Responsibilities of Insurance Trustee.

- (a) All insurance policies purchased by the Association shall provide that proceeds covering property losses shall be paid to any bank in Wyoming which is selected by the Board of Directors of the Association as a trustee, which bank is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of policies, or for the failure to collect any insurance proceeds.
- (b) The Insurance Trustee shall receive such proceeds as are paid and hold them in trust for the benefit of the storage unit owners and their mortgagees as follows. An undivided share of such proceeds on account of damage to common elements shall be allocated to the storage unit owners according to their shares of the common elements set forth in Paragraph 5. Proceeds on account of storage units shall be held for the owners of damaged storage units in proportion to the cost of repairing the damage suffered by each storage unit owner, which cost shall be determined by the Association. If a mortgagee endorsement is issued as to an storage unit, the share of the storage unit owner shall be held in trust for the mortgagee and the storage unit owner as their respective interests may appear.
- (c) Proceeds of insurance policies received by the Insurance Trustee shall be

distributed as follows:

- (1) All expenses of the Insurance Trustee shall be first paid.
- (2) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be expended as provided in Paragraph 13. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to storage unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an storage unit and may be enforced by such mortgagee.
- (3) If it is determined as provided in Paragraph 13 that the damage for which the proceeds are paid shall not be reconstructed or repaired, or if there are excess proceeds remaining after a reconstruction and repair, the remaining proceeds shall be distributed to the beneficial owners, remittances to storage unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an storage unit and may be enforced by such mortgagee.
- (4) In making distribution to storage unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the storage unit owners and their respective shares of the distribution, and as to whether or not the building is to be reconstructed or repaired.

12. When Damaged Property is to be Reconstructed or Repaired.

- (a) If common elements are damaged, they shall be reconstructed or repaired, unless it is determined under Paragraph 18 that the condominium shall be terminated.
- (b) If the damaged property is the storage building, and if storage units to which forty percent (40%) or more of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined under Paragraph 18 that the condominium shall be terminated.
- (c) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the storage building, by the owners of not less than fifty percent (50%) of the common elements, including the owners of all damaged

storage units, which approval shall not be unreasonably withheld.

13. Responsibilities and Procedures as to Payment for Repairs.

- (a) If damage occurs only to those parts of an storage unit for which the responsibility of maintenance and repair is that of the storage unit owner, such owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.
- (b) Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the casualty.
- (c) If the insurance proceeds are not sufficient to defray the estimated costs of reconstruction and repair, assessments shall be made against the storage unit owners who own the damaged property, and against all storage unit owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Additional assessments may be made at any time during, or following the completion of, construction. Such assessments against storage unit owners for damage to storage units shall be in proportion to the cost of reconstruction and repair of their respective storage units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.
- (d) The Association shall deposit the sums paid upon assessments to meet such costs with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.
- (e) The proceeds from assessments and insurance received by the Insurance Trustee shall be disbursed as follows:
 - (1) The portion of insurance proceeds representing damage, the

reconstruction and repair of which is the responsibility of the storage unit owner, shall be paid by the Insurance Trustee to the storage unit owner or, if there is a mortgagee endorsement, then to the storage unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

- (2) The portion of insurance proceeds representing damage, the reconstruction and repair of which is the responsibility of the Association, shall be disbursed in payment of the costs of such repair and reconstruction in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Wyoming and employed by the Association to supervise the work.
- (3) The Insurance Trustee shall not be required to determine whether a disbursement is to be made, the identity of the payee, or the amount to be paid, but may rely upon a certificate of the Association stating such information.

14. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

- (a) Each of the storage units shall be used only by the owner, family members or guests, employees, agents, or lessees for storage purposes and for no other purpose. Examples of prohibited uses include the operation of a business out of a storage unit, selling goods out of a storage unit, and any activity whereby the unit is open to the public. Except as reserved to the Developer, no storage unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the storage units to be effected thereby.
- (b) The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the storage units.

- (c) No use or practice shall be permitted on the condominium property which is the source of annoyance to storage owners or which interferes with the peaceful possession and proper use of the property by its storage owners. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No storage unit owner shall permit any use of his storage unit or of the common elements which will increase the rate of insurance upon the condominium property. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. Storage Owners shall not cause or permit any hazardous substances (a substance which, by reason of being explosive, flammable, poisonous, corrosive, oxidizing, or otherwise harmful, is likely to cause death, injury, or damage) to be brought onto, spilled, leaked, disposed of, or otherwise released on or under the premises. The responsibility of meeting the requirements of governmental bodies that require maintenance, modification, or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned. No rooms may be rented or transient guests accommodated.
- (d) Neither the storage unit owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the storage units until the Developer has completed and sold all of the storage units. The Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of the property, and the display of signs.
- (e) The Association may make and amend, from time to time, reasonable regulations concerning the use of the condominium property. Such regulations shall be made and amended in the manner provided in the Association's Articles of Incorporation and Bylaws. The Association shall furnish copies of such regulations and amendments thereto to all storage unit owners and residents of the

condominium, upon their request.

15. Notice of Lien or Suit.

- (a) A storage unit owner shall give notice to the Association of every lien upon his storage unit, other than for permitted mortgages, taxes, and special assessments, within five days after the attaching of the lien. Failure to comply with this subparagraph will not affect the validity of any judicial sale.
- (b) Notice shall be given to the Association of every suit or other proceeding which may affect the title to his storage unit within five days after the storage unit owner receives knowledge thereof.

16. Compliance and Default.

- (a) Each storage unit owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation, Bylaws, and regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. A default shall entitle the Association or other storage unit owners to the relief described in subparagraph (b) of this paragraph in addition to the remedies provided by the Condominium Act.
- (b) A storage unit owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of an storage unit or its appurtenances. In any proceeding arising out of an storage unit owner's alleged default, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.
- (c) The failure of the Association or any storage unit owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the

Articles of Incorporation, the Bylaws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

17. Amendments. This Declaration may be amended in the following manner:

- (a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- (b) Either the Board of Directors or the members of the Association may propose a resolution adopting a proposed resolution. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by (1) not less than seventy percent (70%) of the entire membership of the Board of Directors and by not less than seventy percent (70%) of the votes of the entire membership of the Association; or (2) not less than eighty percent (80%) of the votes of the entire membership of the Association; or (3) until the first election of directors, only by all of the directors, provided the amendment does not increase the number of storage units nor alter the boundaries of the common elements.
- (c) No amendment shall discriminate against any storage unit owner or against any storage unit or class or group of storage units unless the storage unit owners so affected shall consent. No amendment shall change any storage unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the storage unit and all record owners of liens thereon shall join in the execution of the amendment.
- (d) A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Campbell County, Wyoming.

18. Termination. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

- (a) If it is determined under Paragraph 12(e) that the storage building shall not be

reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

- (b) The condominium may be terminated at any time by the written approval of all of the owners of the condominium, and by all record owners of liens thereon.
- (c) The termination of the condominium shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Campbell County, Wyoming.
- (d) After termination of the condominium the storage unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the storage unit owners. Such undivided shares of the storage unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' storage units prior to the termination.

19. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or word, or other provision of this Declaration and the Articles of Incorporation, Bylaws, and regulations of the Association shall not affect the validity of the remaining portions thereof.



**BY-LAWS
OF
BIG TOY STORAGE OWNERS ASSOCIATION**

954186 Book 2612 of PHOTOS

Page 00314

ARTICLE I

Object

Section 1. Association. Big Toy Storage Owners Association (the "Association") is a corporation organized under the Wyoming Corporation Act.

Section 2. Purpose. The purpose for which the Association is formed is to govern the property and storage units situated in Gillette, Campbell County, Wyoming, which is known as "Big Toy Storage", and which is subject to the provisions of a recorded Declaration of Protective Covenants of Big Toy Storage Owners Association, dated _____, 2011 and recorded on _____ 2011 in book in Book _____ Page _____ (hereinafter the "Declaration").~~56~~ Terms and conditions used in the Declaration shall have the same meaning as given in the Declaration.

The specific purposes for which the association is formed are to promote the safe and beneficial use by the Owners of Storage Units within the following-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and to provide for the enforcement of the Declaration for said property:

Final Plat Moon Meadows Estates No. 5 a Resubdivision of Tract
R, Moon Meadow Estates No. 3, Campbell County, Wyoming

and depicted and described on the final plat recorded in the real estate records of Campbell County in Book of Plat Maps Book 9 (Plats), Page No. 297 (hereinafter referred to as the "Plat").

Section 3. Person Subject to these By-Laws. All present and future Owners, tenants, future tenants or any other person that might use in any manner a Unit or the facilities of the Big Toy Storage Owners Association are subject to the provisions set forth in these By-laws. The mere acquisition of, rental of, or other use of any of the Storage Units (as defined in the Declaration and hereinafter referred to as "Units") or the mere act of occupancy of any of said Units will signify that these By-Laws are accepted, ratified and will be complied with by the occupant and/or Owner of each Unit.

Section 4. Duties and Powers. The Association shall exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, including but not limited to the following:

- (a) To provide for the enforcement of the Declaration.

(b) To pay all expenses in connection with the enforcement of the Declaration, and to assess the members for the costs of same and the management and maintenance of the common areas.

(c) To provide through this Association, the entity for other activities of the Unit Owners.

(d) To promote the common interests of the Association's members.

(e) Prepare and submit to the Association members for approval an annual budget. Such budget shall be submitted in December of each year for approval at the annual meeting.

Section 5. Term. The term of existence of the Association will be perpetual, unless earlier dissolved in accord with the terms of the Articles of Incorporation and the provisions of the Statutes of the State of Wyoming.

Section 6. Dissolution. The Association may be dissolved in writing and signed by not less than two-thirds (2/3) vote of the Owners' Membership Interests (as defined in the Declaration of Protective Covenants for Big Toy Storage Owners Association). Upon the dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be deemed to be owned pro-rata by the members.

ARTICLE II **Membership and Voting**

Section 1. Membership. Ownership of a Unit is required in order to qualify for membership in this Association. Any person becoming an owner of a Unit shall automatically become a member of this Association and be subject to these By-Laws. Every person or entity who is a record owner or purchaser under a contract for deed of a fee or undivided fee interest in any Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association. For the purpose of determining membership, such ownership will be deemed to have vested upon delivery of a duly executed deed or contract for deed to the grantee or vendee. The legal title retained by a vendor selling under a contract for deed shall not qualify such vendor for membership with respect to the parcel of property sold under contract for deed. Foreclosure of a contract for deed or repossession for any reason of a Unit or parcel of property sold under contract for deed shall terminate the vendee's membership, whereupon all rights to such membership shall revert to the vendor. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

The membership rights (including voting rights) of any member may be suspended by action of the Board of Directors if such member shall have failed to pay any assessment or charge lawfully imposed upon him or any property owned by him.

A member shall have no vested right, interest, or privilege of, in, or to the assets, function or franchise of the Association, or any right, interest or privilege which may be transferable or

inheritable, or which shall continue after his membership ceases, or while he is not in good standing.

Such membership shall terminate without any formal Association action whenever such person ceases to own a Unit but such termination shall not relieve or release any such former owner from any liability or obligation to the Association or impair any rights or remedies which the Association may have against such former owner, arising out of or in any way connected with ownership of a Unit and membership in the Association.

Section 2. Voting. All members shall be entitled to vote on all matters. Voting shall be on the basis of Unit ownership. Except for the Declarant (Big Toy Storage, LLC), each Unit owner shall be entitled to one vote per Unit owned. The Declarant, while a member of the Association, shall be entitled to 2 votes for each Unit owned. As used in these By-Laws, the phrase "members holding a majority of the votes" shall mean members holding more than fifty percent (50%) of the votes of the Association (without regard to class voting). In the event that multiple Owners of one (1) or more Units shall be entitled to vote on any matter involving the Association as set forth herein, then all such Owners of such Units must vote in the same manner, and in the event of a dispute as to the manner in which such vote is to be cast, such vote shall be disregarded for purposes of these covenants.

ARTICLE III ***Meetings of Members***

Section 1. Annual Meetings. The first annual meeting of the Members shall be held at the call of the Incorporator, and each subsequent regular annual meeting of the Members shall be held on such day as the Members so choose.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon the written request signed by one-fourth (1/4) of all the votes. Any such meeting shall be held within thirty (30) days after receipt of such written request.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days and no more than fifty (50) days before such meeting to each member entitled to vote at such meeting, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Adjourned Meetings. If any meeting of Members cannot be convened because a quorum has not attended or if the business of the meeting cannot be concluded, the members who are present, either in person or by proxy, may adjourn the meeting for periods of no longer than one (1) month, from time to time, until a quorum is obtained or until a conclusion can be reached.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast thirty percent (30%) of the votes of the members in the Association shall constitute a quorum for any action except as otherwise provided in the Declaration.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

ARTICLE IV

Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than seven (7) directors. Until a minimum of five (5) Units within the Big Toy Storage have been sold, the Declarant shall act as, and on behalf of, the Board of Directors of the Association. Once the fifth Unit is sold, the Directors shall be selected as provided herein. All such Directors shall be members of the Association.

Section 2. Term of Office. The term of office of the Directors will be two (2) years except that in order to establish staggered terms for the Directors and avoid a complete turnover in the Board, no less than one half of the initial Directors' initial terms of office shall be one (1) year.

Section 3. Removal. Any director may be removed by the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his reasonable expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which could be taken at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by submitting a written nomination to the President of the Board no less than five (5) business days prior to the meeting at which such Board members are to be elected. In addition, the members may make nominations from the floor at the annual meeting of members. Such nominations shall be made among the members of the Association.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as

many votes as they are entitled to exercise under the provisions of Article II. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' written notice to each director.

Section 4. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Units, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended for an infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the members by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties, for a term not to exceed one year. The Board of Directors may employ a Managing Agent. Any contract with a Managing Agent must provide that it may be terminated, without payment of a termination fee, without cause on no more than thirty (30) days written notice, and with cause on no more than ten (10) days written notice.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Administer, and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration and to identify and correct infractions of the same, whether currently existing or occurring in the future;

(b) Cause to be kept a complete record of all its acts and corporate affairs and to present an annual report and financial statement to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(c) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(d) Provide care, upkeep and surveillance of the Common Areas and Common Facilities (as defined in the Declaration);

(e) As provided in the Declaration, to:

(1) Make advance estimates of all expenses and recommend to the Association the amount of the assessment against each Unit in advance of any meeting called for the purpose of establishing any assessment;

(2) Send written notice of each assessment to every Unit owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Collect periodically the assessments from each Unit owner.

(4) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Unit owner personally obligated to pay the same;

(f) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(g) Procure and maintain adequate insurance on behalf of the Association as set forth in the Declaration, if deemed necessary by the Board of Directors;

(h) Establish bank accounts which are interest bearing or non-interest bearing, as may be deemed advisable by the Board of Directors; and

(i) The Association is prohibited from spending or incurring any obligation in excess of the budget without membership approval.

(j) Carry on the administration of the Association and to do all of those things necessary and/or desirable in order to carry out the governing and operating of the Big Toy Storage

Section 3. Rights and Duties Reserved to Owners. Except as expressly set forth in this Article with respect to the Associations rights and duties and the performance of its obligations hereunder, each Owner of a Unit shall be responsible for the operation and maintenance of the Owner's Improvements and the Association shall have no responsibility therefore. Each Owner,

by acceptance of his deed of conveyance, does hereby accept his Unit or Units subject to the rights and obligations of the Association to perform the functions and duties set forth in this Article and of those contained in the Declaration, and each such Owner does hereby expressly agree not to undertake any activities which would substantially interfere with the ability of the Association to maintain the Association's improvements as set forth herein and in the Declaration.

ARTICLE VIII
Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a President, Vice President, Secretary and Treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the annual meeting of the Board.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board, may from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. An officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of the secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

- (a) The president shall preside at all meetings of the Board of directors; shall see that orders and resolutions of the Members are carried out; shall sign all leases, mortgages,

deeds, and other written instruments. The President may grant authority to sign checks for the expenditure of funds by the Association, and may also require that the President co-sign all checks and promissory notes.

Vice President

- (b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Members;

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Association; serve notice of meetings of the Members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Members;

Treasurer

- (d) The treasurer shall be bonded and shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Members; shall sign all checks and promissory notes of the Association; keep proper books of accounts; and shall prepare an annual budget and statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

Committees

The Members may create and appoint individuals to any such committees as deemed appropriate in carrying out the Association's purposes.

ARTICLE X

Books and Records

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Article of Incorporation, and the By-Laws of the Association shall be available for inspection by any member upon receipt of a written request to the President of the Association, and copies may be purchased at reasonable cost.

ARTICLE XI
Indemnity

The Directors and Officers shall be indemnified by the Association as provided by W.S. §17-16-850 through W.S. § 17-16-859.

ARTICLE X
Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association periodic and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Unit or by abandonment of his or her Unit.

In the first year of the Association, i.e., 2011, the Directors may assess the members based upon incurred Association expenses in a monthly amount not to exceed the amounts set forth in the Declaration. After the first year, the Members shall prepare a budget for the anticipated expenses, which budget shall be presented to the members for approval as set forth in Article II, Section 2.

ARTICLE XI
Common Areas and Common Facilities

Section 1. Ownership and Conveyance of Common Areas. The Association shall own the Common Areas and Common Facilities (as defined in the Declaration) in trust for the use and benefit of the Owners.

Section 2. Easement for Benefit of Adjoining Property. It is hereby acknowledged that an easement shall exist in perpetuity over and across all of the Common Areas of Big Toy Storage, for the benefit of Calamity Land Development, LLC, and its successors and assigns.

Section 3. Owner's Easement. Every Owner shall have an easement of enjoyment in and to the Common Areas and Common Facilities, which right and easement shall be appurtenant to and shall pass with title to every Unit. In addition, every Owner is hereby granted an access easement over, across and upon all Common Areas within the Big Toy Storage for access to his Unit, which right shall also be appurtenant to and shall pass with title to every Unit. An Owner may delegate his right and easement to the Common Areas and Common Facilities to his employees, tenants, invitees, lessees, guests or contract purchasers provided that the use of the Common Areas and Common Facilities shall be subject to such reasonable rules and regulations as shall be adopted by the Association from time to time.

Section 4. Limitation on Easement. The Owner's easement of enjoyment in the Common Areas and Common Facilities shall not be exercised in any manner which substantially interferes with the purposes for which the Common Areas and Common Facilities are provided or with the right and easement of any other Owner with respect thereto.

Section 5. Insurance. The Association shall acquire and maintain insurance against insurable hazards in amounts which reasonably protect the Association and Owners or owners' tenants from loss and/or liability arising from hazards insured against, including any property owned or utilized by the Association in connection with the Common Areas and Common Facilities. Such insurance may include, but is not limited to, fire insurance, comprehensive liability insurance and director's and officer's insurance. The face amount of the comprehensive liability insurance policy shall not be less than \$1,000,000 and may be partially covered by an umbrella policy. Premiums for insurance carried by the Association shall be a Common Expense included in the monthly assessments or charges made by the Association. The Association shall notify the Owners and/or tenants in writing of the type and amount of such insurance secured by it and shall immediately advise the Owners and tenants in writing of any changes made with respect thereto.

ARTICLE XII

Amendments

Section 1. Amendments. These By-Laws may be amended, at a regular or special Meeting of the Members, by the assent of the Members holding more than two-thirds (2/3) of the votes of the Association, represented in person or by proxy.

Section 2. Conflicts. In the case of any conflict between the Article of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII

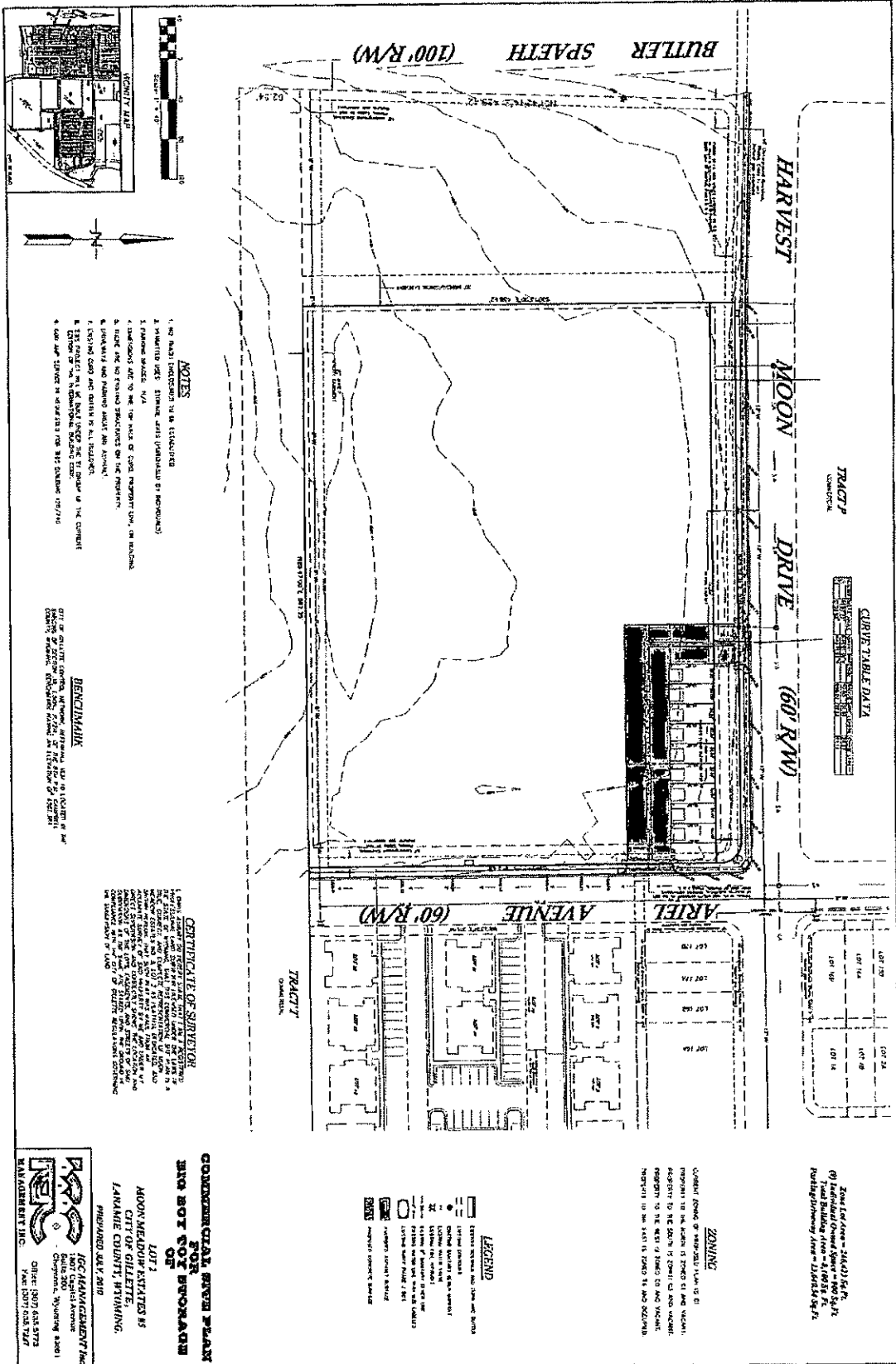
Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Members of Big Toy Storage Owners Association have hereunto set our hands this 14 day of February, 2011.

G. Kevin Keller
 BY: W. Perry Dray
 W. Perry Dray, as Power of Attorney
 For: G. Kevin Keller, President
 Big Toy Storage Owners Association

Exhibit
C



- NOTES**
1. NO ROAD INTERSECTION TO BE UTILIZED
 2. PROPERTY LINES SHOWN DATE (UNLESS OTHERWISE NOTED)
 3. PROPERTY LINES: 1/2" = 100' HORIZ. SCALE, 1/4" = 100' VERT. SCALE
 4. DIMENSIONS ARE TO THE CENTER OF CURVE UNLESS OTHERWISE NOTED
 5. CURVE DATA IS TO BE USED TO LOCATE POINTS ON THE CURVE
 6. PROPERTY LINES AND CURVE DATA ARE TO BE USED TO LOCATE POINTS ON THE CURVE
 7. EXISTING CURVE DATA IS TO BE USED TO LOCATE POINTS ON THE CURVE
 8. EXISTING CURVE DATA IS TO BE USED TO LOCATE POINTS ON THE CURVE
 9. CURVE DATA IS TO BE USED TO LOCATE POINTS ON THE CURVE

BENCHMARK

ONE (1) BENCHMARK IS SHOWN AT THE INTERSECTION OF MOON DRIVE AND ARIEL AVENUE. THE BENCHMARK IS A CONCRETE PIPER WITH AN IRON PLATE. THE BENCHMARK IS LOCATED AT THE INTERSECTION OF MOON DRIVE AND ARIEL AVENUE.

CERTIFICATE OF SURVEY

I, JOHN J. GILLETTE, CIVIL ENGINEER, STATE OF MICHIGAN, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND THAT THE SAME IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MICHIGAN SURVEYING ACT AND THE MICHIGAN SURVEYING BOARD. I HAVE BEEN A LICENSED SURVEYOR IN THE STATE OF MICHIGAN SINCE 1985.

COMMERCIAL ZONE PLAN

NOT FOR PROGRAM

LOT 7

MOON MEADOW SQUARES 85
CITY OF GILLETTE,
LANANNE COUNTY, MICHIGAN.
PREPARED BY V. 2010

- LEGEND**
- EXISTING CURVE DATA
 - EXISTING PROPERTY LINES
 - EXISTING CURVE DATA
 - EXISTING PROPERTY LINES
 - EXISTING CURVE DATA
 - EXISTING PROPERTY LINES
 - EXISTING CURVE DATA
 - EXISTING PROPERTY LINES
 - EXISTING CURVE DATA
 - EXISTING PROPERTY LINES

ZONING

CURRENT ZONING OF THIS PARCEL IS TO BE DETERMINED BY THE CITY OF GILLETTE. THE ZONING IS SUBJECT TO THE CITY OF GILLETTE. THE ZONING IS SUBJECT TO THE CITY OF GILLETTE. THE ZONING IS SUBJECT TO THE CITY OF GILLETTE.

Zone 1 (C-1) - COMMERCIAL

1. Lot Area - 100,000 sq. ft. or more

2. Lot Width - 100 feet or more

3. Building Height - 35 feet or more

4. Building Footprint - 10,000 sq. ft. or more

5. Building Setback - 10 feet or more

6. Building Coverage - 25% or more

7. Building Use - Commercial

8. Building Type - Commercial

9. Building Height - 35 feet or more

10. Building Footprint - 10,000 sq. ft. or more

JGC MANAGEMENT INC.

1801 Capital Avenue
Lansing, Michigan 48201
Office: 313.487.5773
Fax: 313.487.5773



Wyoming Secretary of State
 State Capitol Building, Room 110
 200 West 24th Street
 Cheyenne, WY 82002-0020
 Ph. 307.777.7311
 Fax 307.777.5339
 Email: business@state.wy.us

For Office Use Only

Profit Corporation Articles of Incorporation

1. Corporation name:

Big Toy Storage Owners Association

2. Name and physical address of its registered agent:

(The registered agent may be an individual resident in Wyoming, a domestic or foreign entity authorized to transact business in Wyoming, having a business office identical with such registered office. The registered agent must have a physical address in Wyoming. A Post Office Box or Drop Box is not acceptable. If the registered office includes a suite number, it must be included in the registered office address.)

IGC Management, Inc., a Wyoming Corporation
 1807 Capitol Avenue, Suite 105
 Cheyenne, WY 82001

3. Mailing address of the corporation:

1807 Capitol Avenue, Suite 105
 Cheyenne, WY 82001

4. Principal office address:

1807 Capitol Avenue, Suite 105
 Cheyenne, WY 82001

5. Number and class of shares the corporation will have the authority to issue:

1000 No Par Common

6. Incorporators (list names and addresses of each incorporator):

W. Perry Dray
 204 East 22nd Street
 Cheyenne, WY 82001



7. Execution (all incorporators must sign):

Signature: *W. Perry Dray*
 Print Name: W. Perry Dray

Date: 01/31/2011
 (mm/dd/yyyy)

Signature: _____
 Print Name: _____

Date: _____
 (mm/dd/yyyy)

Signature: _____
 Print Name: _____

Date: _____
 (mm/dd/yyyy)

Contact Person: W. Perry Dray

Daytime Phone Number: (307) 634-8891 Email: perry.dray@draylaw.com

Checklist

- Filing Fee: \$100.00** Make check or money order payable to Wyoming Secretary of State.
- The Articles must be in compliance with Wyoming Statutes 17-16-120 and 17-16-202.
- The Articles must be accompanied by a written consent to appointment executed by the registered agent.
- For consistency the Secretary of State's Office will only keep one version of the agent's name on file.
- Please submit one **originally signed** document and one exact photocopy of the filing.
- Please review form prior to submitting to the Secretary of State to ensure all areas have been completed to avoid a delay in the processing of your documents.

Other Requirements:

- An annual report will be due annually on the first day of the anniversary month of formation. If not paid within sixty (60) days from the due date, the entity will be subject to dissolution/revocation.



954186 Recorded on 2/25/2011 at 4.06.00 Fee 101.00
 Book 2612 of PHOTOS Pages 298 to 329
 Susan F. Saunders, Campbell County Clerk by: L. GROSE

RECORDED
 ABSTRACTED
 INDEXED
 CHECKED