

510134 AMENDED CONVENANTS
BOOK 464 PAGE 0101
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AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Grants of Easements for Cloud Peak Ranch First Filing Business Park

System Land, LLC ("Declarant") whose address is 13 Cemetery Road, Sheridan, WY 82801 executed a Declaration of Protective Covenants, Conditions, Restrictions and Grants of Easement for Cloud Peak Ranch First Filing Business Park ("Declaration") which was recorded in Book 454 of Deeds at Page 278 in the Office of the County Clerk of Sheridan County, Wyoming and which affects the following described property:

Lots 1 and 2, Tracts A, B, C, and D of the Cloud Peak Ranch, First Filing to the City of Sheridan, Wyoming, a subdivision in Sheridan County, Wyoming as filed in Drawer C of Plats, Number 55 in the office of the County Clerk of Sheridan County, Wyoming.

Declarant exercises its right to amend the Declaration follows:

1. The last sentence in Section 2(n) is deleted.
2. The next to the last sentence in Section 6.2 is amended to read as follows:

While any Transfer Notice is effective, the Owner shall not be entitled to exercise the rights of a Member with respect to the Lot in question, including the right to vote, and shall continue to be subject to all provisions of this Declaration, including the provisions of Section 7.

3. The second sentence in Section 6.3 is deleted.
4. Section 8.2 is amended in its entirety to read as follows:

8.2 Amendments. Notwithstanding any other provisions in this Declaration, Declarant reserves the absolute, unilateral right for twenty (20) years after the recording of this Declaration to revise, modify, amend or add to this Declaration in any way, including, without limitation, the following: (a) the annexation and subdivision of the Property; (b) addition of other real estate to the Property; (c) creation of Lots and additional Common Areas; (d) conversion of Lots into Common Area; and (e) subdivision of Lots. When Declarant no longer has the right to amend the Declaration, the Declaration may be amended at any time by a duly written and recorded instrument executed by the then record Owners of a majority of the Lots. Notwithstanding any provision to the contrary in this Declaration, until the expiration of twenty (20) years after the recording of this Declaration, any amendment to this Declaration shall require the consent of Declarant. Amendments to this Declaration shall be in writing, properly executed, acknowledged and recorded with the County Clerk of Sheridan County, Wyoming.

5. Section 9.4 is amended to read in its entirety as follows:

9.4 Enforcement. Enforcement of the provisions of this Declaration may be by

any appropriate proceeding at law or in equity by Declarant or the Association against any Person violating or attempting to violate such provisions, either to restrain such violation, to enforce liability, or to recover damages, or by any appropriate proceeding at law or in equity against the Lot in question to enforce any lien or charge arising by virtue hereof. In addition, the party enforcing the covenants shall be entitled to receive from the person or entity violating the same, all reasonable attorney's fees and all other costs incurred in enforcing said covenants. Declarant, the Association, or the Board of Directors shall not be liable for enforcement of or for failure to enforce said provisions, and failure of Declarant, the Association, or the Board of Directors to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding any other provisions of this Declaration, this Declaration shall be binding upon, and may be enforced against, each tenant, lessee or Occupant of a Lot or any portion thereof, whether or not a Transfer Notice pursuant to Section 6.2 is in effect with respect to such Lot, and each such tenant, lessee and Occupant shall be personally and jointly and severally liable with the Owner of such Lot for all amounts payable to the Association or otherwise under this Declaration as a result of the actions of such tenant, lessee or Occupant.


6. Section 9.7 is amended in its entirety to read as follows:

9.7 Liability. To the maximum extent permitted by law, Declarant, the Association, the Board of Directors, and their employees, officers, directors, managers, members and agents shall not be liable to any Owner, Occupant or any other person for any error or omission relating to this Declaration or the administration, enforcement or interpretation of this Declaration unless the person against whom a claim is asserted has personally acted with intentional bad faith or malice toward the person making the claim. To the maximum extent permitted by law, Declaration, the Association, the Board of Directors, and their employees, officers, directors, managers, members and agents shall not be liable or responsible in any way for any defects in plans or specifications submitted nor for any structural or other defects done according to such plans and specifications nor for errors in the on-site location of any construction. The Declarant, the Association, and the Board of Directors shall not be responsible or liable for reviewing the plans and specifications for engineering or structural soundness or compliance with any applicable governmental regulations.

7. Section 9.11 is amended to read in its entirety as follows:

9.11 Attorney's Fees. In the event that legal proceedings are instituted to enforce this Declaration, the Declarant, the Association, and the Board of Directors shall be entitled to recover from the other party in the proceeding their reasonable attorney fees and all other costs and expenses incurred in such proceeding.

Date this 7 day of June, 2005.


System Land, LLC
By: 
Donald B. Roberts, Manager

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 7th day of June, 2005, by Donald B. Roberts, Manager of System Land, LLC.

Witness my hand and official seal.



Notary Public 
My Commission Expires: 10-18-08