DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth
by TOPAZ COMPANY, a Wyoming corporation, hereinafter referred
to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in
the Town of Mills, County of Natrona, State of Wyoming, which is
more particularly described as:

A tract of land in the NE\textdegree SW\textdegree of Section 12,
TOWNSHIP 33 North, RANGE 80 West of the Sixth
Principal Meridian, NATRONA County, Wyoming,
described by metes and bounds as follows:

Commencing at the southwest corner of said NE\textdegree SW\textdegree
of Section 12, as the point of beginning, thence
northerly along the west boundary line of said NE\textdegree SW\textdegree
to the northwest corner thereof, thence easterly
along the north boundary of said NE\textdegree SW\textdegree to the
northeast corner thereof, thence southerly along
the east boundary line of said NE\textdegree SW\textdegree a distance
of 240.16 feet to a point on said east boundary
line, thence north 89°33'50" west a distance of 518.18
feet to a point, thence south 00°05'10" west a
distance of 1,055.81 feet to a point, thence easterly
along a line parallel to and 30 feet northerly from
the south boundary line of said NE\textdegree SW\textdegree to a point on
the east boundary line thereof, thence southerly
along said east boundary line to the southeast
corner of said NE\textdegree SW\textdegree, thence westerly along the
south boundary line of said NE\textdegree SW\textdegree to the southwest
corner thereof and the point of beginning, which
tract contains 27.5 acres, more or less.

NOW THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants, and
conditions, which are for the purpose of protecting the value
and desirability of, and which shall run with, the real property
and be binding on all parties having any right, title or interest
in the described properties of any part thereof, their heirs,
successors and assigns, and shall inure to the benefit of each
owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to
TOPAZ INDUSTRIAL OWNERS ASSOCIATION, and TOPAZ MULTIPLE RESIDENTIAL
ASSOCIATION, their successors and assigns.

Section 2. "Owner" shall mean and refer to the record
owner, whether one or more persons or entities, of a fee simple
title to any Lot which is a part of the Properties, including
contract sellers, but excluding those having such interest merely
as security for the performance of an obligation.
Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Associations.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Associations for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

See EXHIBIT "A"
Attached as example.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to TOPAZ COMPANY, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Associations to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Associations to suspend the voting rights and right to use of the recreational facilities by an
owner for any period during which any assessment against his
Lot remains unpaid; and for a period not to exceed sixty (60)
days for any infraction of its published rules and regulations;
(c) the right of the Associations to dedicate or transfer
all or any part of the Common Area to any public agency,
authority, or utility for such purposes and subject to such
conditions as may be agreed to by the members. No such
dedication or transfer shall be effective unless an instrument
agreeing to such dedication or transfer signed by 2/3rds of each
class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate,
in accordance with the By-Laws, his right of enjoyment to the
Common Area and facilities to the members of his family, his
tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to
assessment shall be a member of the Associations. Membership shall
be appurtenant to and may not be separated from ownership of any
Lot which is subject to assessment.

Section 2. The Associations shall have two classes of
voting membership:

Class A. Class A members shall be all Owners, with the
exception of the Declarant, and shall be entitled to one
vote for each Lot owned. When more than one person holds
an interest in any Lot, all such persons shall be members.
The vote for such Lot shall be exercised as they determine,
but in no event shall more than one vote be cast with respect
to any Lot.

Class B. The Class B member(s) shall be the Declarant
and shall be entitled to three (3) votes for each Lot owned.
The Class B membership shall cease and be converted to Class
A membership on the happening of either of the following events,
whichever occurs earlier:

(a) when the total votes outstanding in the Class A
membership equal the total votes outstanding in
the Class B membership, or

(b) on January 1, 1983.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation

Of Assessments. The Declarant, for each Lot owned within the Properties,
hereby covenants, and each Owner of any Lot by acceptance of a deed
therefor, whether or not it shall be so expressed in such deed, is
deemed to covenant and agree to pay to the Association: (1) annual
assessments or charges, and (2) special assessments for capital
improvements, such assessments to be established and collected as
hereinafter provided. The annual and special assessments, together
with interest, costs, and reasonable attorney's fees, shall be
a charge on the land and shall be a continuing lien upon the property
against which each such assessment is made. Each such assessment,
together with interest, costs, and reasonable attorney's fees, shall
also be the personal obligation of the person who was the Owner of
such property at the time when the assessment fell due. The personal
obligation for delinquent assessments shall not pass to his successors
in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments
levied by the Associations shall be used exclusively to promote
the recreation, health, safety, and welfare of the residents in the
Properties and for the improvement and maintenance of the Common
Area.

Section 3. Maximum Annual Assessment. Until January 1
of this year immediately following the conveyance of the first Lot
to an Owner, the maximum annual assessment shall be determined by
each Association.

(a) From and after January 1 of the year immediately
following the conveyance of the first Lot to an Owner, the
maximum annual assessment may be increased each year not more
than 5% above the maximum assessment for the previous year
without a vote of the membership.
(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.
Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced,
erected or maintained upon the Properties, nor shall any exterior
addition to or change or alteration therein be made until the plans
and specifications showing the nature, kind, shape, height, materials,
and location of the same shall have been submitted to and approved
in writing as to harmony of external design and location in relation
to surrounding structures and topography by the Board of Directors
of the Associations, or by an architectural committee composed of
three (3) or more representatives appointed by the Board. In
the event said Board, or its designated committee, fails to approve
or disapprove such design and location within thirty (30) days
after said plans and specifications have been submitted to it,
approval will not be required and this Article will be deemed to
have been fully complied with.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Enforcement. The Associations, or any Owner,
shall have the right to enforce, by any proceeding at law or in
equity, all restrictions, conditions, covenants, reservations, liens
and charges now or hereafter imposed by the provisions of this
Declaration. Failure by the Associations or by any Owner to enforce
any covenant or restriction herein contained shall in no event be
deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these
covenants or restrictions by judgement or court order shall in no
wise affect any other provisions which shall remain in full force
and effect.

Section 3. Amendment. The covenants and restrictions
of this Declaration shall run with and bind the land, for a term
of twenty (20) years from the date this Declaration is recorded,
after which time they shall be automatically extended for successive
periods of ten (10) years. This Declaration may be amended during
the first twenty (20) year period by an instrument signed by not
less than ninety percent (90%) of the Lot Owners, and thereafter
by an instrument signed by not less than seventy-five percent (75%)
of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property
and Common Area may be annexed to the Properties with the consent
of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class
B membership, the following actions will require the prior approval
of the Federal Housing Administration or the Veterans Administration:
Annexation of additional properties, dedication of Common Area,
and amendment of this Declaration of Covenants, Conditions and
Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant
herein, has hereunto set its hands and seal this 15th day of
April, 1979.

TOPAZ COMPANY
a Wyoming Corporation

ATTEST:

[Signature]
Secretary

[Signature]
President

STATE OF WYOMING } ) SS.
COUNTY OF NATRONA } )

On this 15th day of April, 1979, before me personally
appeared [Signature], to me personally known, who,
being by me duly sworn, did say that he is the President of
TOPAZ COMPANY, a Wyoming corporation, and that the seal affixed
to said instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors and said
[Signature] acknowledged said instrument to be the
true act and deed of said corporation.

[Signature]
Notary Public

[Signature]
My commission expires:
DEVELOPERS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by David C. Spackman, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Town of Mills, County of Natrona, State of Wyoming, which is more particularly described as:

Lots 7, 8, 9, 10, 11 and 12, Block 7, Topaz Addition to the Town of Mills, Natrona County, Wyoming

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each other.

ARTICLE I. DEFINITIONS

Section No. 1. Association. "Association" shall mean and refer to AMBER VALLEY HOMEOWNERS ASSOCIATION its successors and assigns.

Section No. 2. Common Area. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lot 74,
See attached Exhibit "A"

Section No. 3. Common Expense. "Common Expenses" shall mean and refer to the actual and estimated expenses of operation the Association including reserves as may be found to be necessary by the Board of Directors of the Association pursuant to this Declaration, the bylaws and articles of incorporation.

Section No. 4. Declarant. "Declarant" shall mean and refer to David C. Spackman, his successors and assigns if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section No. 5. Eligible Holder. "Eligible Holder" shall mean a holder of a first mortgage on a lot who has requested notice from the Association.
Section No. 6. Eligible Insurer or Guarantor. "Eligible Insurer or Guarantor" shall mean an insurer or governmental guarantor of a first mortgage who has requested notice from the Association.

Section No. 7. Member. "Member" shall mean and refer to a person or entity entitled to membership in the Association.

Section No. 8. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section No. 9. Properties. "Properties" shall mean and refer to the real property described in this declaration and any additions as may be brought into the jurisdiction of the Association and which are divided into the following fee simple estates:

(a) The 73 separately designated and legally described lots consisting of the space and area of designation in the attached Exhibit A.

(b) The fee simple estate consisting of the remaining portion of the real property referred to as the Common Area.

(c) The Declarant has not conveyed any part of any platted street and reserves the power to grant easements for all utilities and drainage across, over and under all the properties described in this declaration and any additions brought in to the jurisdiction of the Association for ingress, egress, fire and police protection, replacing, repairing and maintaining all utilities and drainage for itself, its agents, employees and assigns. No structures including walls, fences, paving or planting shall be erected upon any part of the properties which will interfere with the right of ingress and egress.

Section No. 10. Lot. "Lot" shall mean and refer to any one of those 73 lots shown upon the recorded subdivision map of the Properties, attached hereto and marked as Exhibit A, with the exception of the common area.

ARTICLE II. PROPERTY RIGHTS

Section No. 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association's Board of Directors to make and enforce reasonable rules and regulations consistent with this Declaration and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to impose monetary fines which shall constitute a lien upon the owner's lot and to suspend voting rights and the right to use recreational facilities by an owner for any period during which an assessment against his lot remains unpaid. In addition, the Board
of Directors of the Association shall have the power to seek
relief in any Court for violations or to abate unreasonable
disturbances;

(c) the right of the Association to dedicate or
transfer all or any part of the Common Area to any public
agency, authority, or utility for such purposes and subject
to such conditions as may be agreed to by the members. No
such dedication or transfer shall be effective unless an
instrument agreeing to such dedication or transfer signed by
two-thirds of each class of members has been recorded.

Section No. 2. Owners' Restrictions on Property Rights.
Each owner shall have the following restrictions on property
rights:

(a) The Common Area shall remain undivided and no owner
shall bring any action for partition of the Common Area.

(b) The lots and improvements thereon shall be occupied
and used by the respective owners only as a private dwelling
for the owner, his family, tenants and contract purchasers.

Section No. 3. Ingress and Egress to Units. The owner of
each lot, his successor and assigns, shall have the unre-
stricted right of ingress and egress to the owned lot.

Section No. 4. Easements for Encroachments. If any
portion of the Common Area encroaches on any lot or any lot
encroaches on the Common Area or any lot encroaches upon
another lot as a result of construction, reconstruction
or repair, a valid easement for the encroachment and the
maintenance of the same shall exist as long as the encroachment
exists.

Section No. 5. Delegation of Use. Any owner may
delegate, in accordance with the by-laws, his right of enjoy-
ment to the Common Area and facilities.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section No. 1. Every owner of a lot which is subject
to assessment shall be a member of the Association. Membership
shall be appurtenant to any may not be separated from ownership
of any unit which is subject to assessment.

Section No. 2. The Association shall have two classes of
voting memberships:

Class A. Class A members shall be all Owners, with the
exception of the Declarant, and shall be entitled to one
vote for each lot owned. When more than one person holds an
interest in any lot, all such persons shall be members. The
vote for such lot shall be exercised as they determine, but
in no event shall more than one vote be cast with respect to
any lot. The Owners shall advise the Secretary of the
Association who is to exercise the vote of the lot. In the
absence of such advice, the lot's vote shall be suspended in
the event more than one person exercises the lot's vote.

- 3 -
Class B. Class B member(s) shall be the Declarant and shall be entitled to three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or


Section No. 3. Administration of the Association. The owners agree that the administration of the Association shall be in accordance with the provisions of this declaration and the bylaws of the Association.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section No. 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such interest, costs and a reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Delinquent assessments shall be the joint and several obligation of the owner of a lot and his successor in title and the successor in title shall be entitled to certificate from the Association of unpaid assessments as provided in Article IV, Section No. 7, of this Declaration.

Section No. 2. Purpose of Assessments. The assessments levied by the Association shall be used for the maintenance and repair of the Common Area and any sidewalk, roadway, water or sewer line which may be part of the Common Area, if not dedicated to public maintenance, shall be maintained by the Association. All assessments shall be used exclusively for the benefit of the owners.

Section No. 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be $__________ per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section No. 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section No. 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4 of this Article. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members or of proxy of persons entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section No. 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section No. 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all lots when fifty-one percent (51%) of the lots are owned by persons other than the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific lot have been paid. A properly executed certificate on a lot is binding upon the Association as of the date of its issuance.

Section No. 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid in the lot at the foreclosure sale and to hold, lease, mortgage and convey the lot. Any action at law brought to recover a money judgment for nonpayment of assessments shall be maintained without foreclosing or waiving the lien securing payment of the assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area of abandonment of his lot.
Section No. 9. Subordination of the Lien to Mortgages.
The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale, transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. The personal obligation for delinquent assessments shall not pass to his successors and title unless expressly assumed by them.

Section No. 10. Reserves and Working Capital.

(a) The Association shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and those restricted common areas which the Association may be obligated to maintain. The fund shall be maintained out of annual assessments for common expenses.

(b) A working capital fund shall be established for the initial months of the Association’s operation equal to at least a two months’ estimated common area charges for each lot. Each lot’s share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each lot and maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold lot shall be paid to the Association within 60 days after the date of the conveyance of the first lot. The purpose of the fund is to insure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board. Amounts paid into the fund are not to be considered as advance payment of annual assessments.

ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall, structure or landscaping shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, exterior materials and colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the board of directors of the Association, or by an architectural committee composed of three or more representatives appointed by the board. In the event that said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI. PARTY WALLS

Section No. 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
Section No. 2. Sharing of Repair and Maintenance.
The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section No. 3. Destruction by Fire or Other Casualty.
If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section No. 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section No. 5. Right to Contribution Runs With Land.
The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Land and shall pass to such Owner's successors in title.

Section No. 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII. INSURANCE

Section No. 1. Property Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable master type policy of property insurance covering all the Common Area and any restricted Common Area and any fixtures and building service equipment that are part of any Common Areas and personal property supplies equal in value to 100% of replacement cost exclusive of land, and payable to the Association for the use and benefit of the individual owners. The policy shall contain a waiver of the right of subrogation against individual lot owners and a provision that any act or neglect of an individual lot owner will not prejudice coverage under the policy and a provision the policy is primary in the event the lot owner has other insurance covering the same loss. The policy shall also contain an Agreed Amount Endorsement and an Inflation Guard Endorsement if these are available and shall afford as a minimum the following protection:

(a) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(b) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk endorsement", if available.

Section No. 2. Liability Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable comprehensive general type policy of liability insurance covering all the Common Areas, any restricted common areas, and public ways with coverage of at least One Million Dollars ($1,000,000) for bodily injury or death and property damage arising out of a single occurrence.
Section No. 3. Fidelity Bond. The Association shall obtain and maintain a fidelity bond covering all officers and directors of the Association who are responsible for the funds of or administration of the Association in an amount at least equal to the estimated maximum of funds, including any reserve funds in the custody of the Association but not less than three (3) months' assessments on all units and any reserve fund. The fidelity bond shall meet the following requirements:

(a) Fidelity bonds shall name the Association as an obligee;

(b) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;

(c) The premiums on all bonds required herein for the Association shall be paid by the Association as a common expense.

Section No. 4. Notice. Each of the above policies or bonds shall contain a provision that they cannot be cancelled or substantially modified by any party without at least ten (10) days prior written notice to the Association and to each Eligible Holder, Insurer or Guarantor which is listed on a schedule of Eligible Holders, Insurers and Guarantors in the insurance policy.

ARTICLE VIII. GENERAL PROVISIONS

Section No. 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section No. 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section No. 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first 20-year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and consented to by at least fifty-one percent (51%) of the Eligible Holders holding mortgages on the units, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the unit owners and consented to by at least fifty-one percent (51%) of the Eligible Holders holding mortgages on the lots. Any amendment must be recorded.
Section No. 4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and directors' liability insurance to fund this obligation.

Section No. 5. Approval of Eligible Holders, Insurers or Guarantors. As long as there is a Class B membership, the following actions will require the prior approval of the Eligible Holders, Insurers or Guarantors if: 1) annexation of additional property, 2) dedication of Common Area, and 3) amendment of this Declaration of Covenants, Conditions and Restrictions. If requested by an Eligible Holder, Insurer or Guarantor, the Eligible Holder, Insurer or Guarantor will be furnished title evidence which will show any lien or encumbrance which affects the property to be annexed before any additional property may be annexed.

Section No. 6. Notices of Action. An Eligible Holder, Insurer or Guarantor, upon written request to the Association (such request to state the name and address of such Eligible Holder, Insurer or Guarantor and the unit number), will be entitled to timely written notice of:

(a) Any proposed amendment of this declaration affecting a change in the boundaries of any lot or the exclusive easement rights of the lot or the interests in the general restricted common areas of the lot or the liability for any assessments for the lot or the number of votes in the Association for any lot or the purposes to which any lot or the Common Areas are restricted;

(b) Any condemnation loss or any casualty loss which affects a material portion of the lots or which affects any lot on which there is a first mortgage held, insured or guaranteed by such Eligible Holder, Insurer or Guarantor;

(c) Any delinquency in the payment of assessments or charges owed by an owner of a lot subject to the mortgage of such Eligible Holder, Insurer or Guarantor, where such delinquency has continued for a period of 60 days;
(d) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Section No. 7. Insurance Trustees and Power of Attorney. Each owner appoints the Association or its authorized representative as attorney-in-fact for purchasing and maintaining the property and liability insurance and to submit all claims and execute all necessary documents. The Association may enter into an Insurance Trust Agreement with an Insurance Trustee to negotiate losses under any property or liability insurance policies and to perform other necessary functions regarding the insurance policies. Each owner also appoints the Association attorney-in-fact to represent the owners in any condemnation proceeding or in negotiations with any condemning authority for acquisition of any of the Common Areas.

Section No. 8. Availability of Documents and Financial Statements. The Association shall make available for inspection to every owner and Eligible Holder, Insurer or Guarantor of any first mortgage on any lot the current copies of the declaration, bylaws, rules and regulations, books, records and financial statements of the Association during normal business hours.

Section No. 9. Binding Nature. All agreements and determinations lawfully made by the Association in accordance with this declaration or the bylaws shall be binding on all owners of lots, their successors, lessees and assigns.

Dated this 24th day of MARCH, 1982.

In witness whereof, the undersigned being the Declarant herein, has hereunto set his hand and seal this 24th day of MARCH, 1982.

DECLARANT:

[Signature]

David C. Spackman

STATE OF WYOMING } SS.
COUNTY OF NATRONA }

The foregoing instrument was acknowledged before me by David C. Spackman this 24th day of MARCH, 1982.

Notary Public

[Signature]

My Commission Expires:

[Signature]
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Teton Development Financial Corporation, Inc., a Wyoming corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Town of Mills, County of Natrona, State of Wyoming, which is more particularly described as:

Lots 1-74, Amber Valley Addition to the Town of Mills, Natrona County, Wyoming, which were formerly Lots 7-12, Block 7, Topaz Addition to the Town of Mills, Natrona County, Wyoming.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each other.

ARTICLE I. DEFINITIONS

Section No. 1. Association. "Association" shall mean and refer to AMBER VALLEY HOMEOWNERS ASSOCIATION, its successors and assigns.

Section No. 2. Common Area. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lot 74, See Attached Exhibit "A".

Section No. 3. Common Expense. "Common Expenses" shall mean and refer to the actual and estimated expenses of operation of the Association including reserves as may be found to be necessary by the Board of Directors of the Association pursuant to this Declaration, the by-laws and articles of incorporation.

Section No. 4. Declarant. "Declarant" shall mean and refer to Teton Development Financial Corporation, Inc., successor of David C. Spackman, his successors and assigns if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section No. 5. Eligible Holder. "Eligible Holder" shall mean a holder of a first mortgage on a lot who has requested notice from the Association.

Section No. 6. Eligible Insurer or Guarantor. "Eligible Insurer or Guarantor" shall mean an insurer or governmental guarantor of a first mortgage who has requested notice from the Association.
Section No. 7. Member. "Member" shall mean and refer to a person or entity entitled to membership in the Association.

Section No. 8. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, having a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section No. 9. Properties. "Properties" shall mean and refer to the real property described in this declaration and any additions as may be brought into the jurisdiction of the Association and which are divided into the following fee simple estates:

(a) The 73 separately designated and legally described lots consisting of the space and area of designation in the attached Exhibit A.

(b) The fee simple estate consisting of the remaining portion of the real property referred to as the Common Area.

(c) The Declarant has not conveyed any part of any platted street and reserves the power to grant easements for all utilities and drainage across, over and under all the properties described in this declaration and any additions brought in to the jurisdiction of the Association for ingress, egress, fire and police protection, replacing, repairing and maintaining all utilities and drainage for itself, its agents, employees and assigns. No structures including walls, fences, paving or planting shall be erected upon any part of the properties which will interfere with the right of ingress and egress. Any grant of utility easements must have prior FHA approval before being granted.

(d) The Declarant shall grant an Exclusive Use Easement to owners, upon their joining the Association, of those certain portions of lot 74, that are appurtenant to their individual lots and which in all respects will comply with that certain Amended Site Plan recorded in the Natrona County Recorder's Office on the day of 1983 as Instrument No. With this grant of easement the Declarant reserves the power to grant further easements as fully set forth in paragraph (c) above and further will include the repair and maintenance of all fencing in the subdivision, and maintenance of the exclusive use area.

Section No. 10. Lot. "Lot" shall mean and refer to any one of those 73 lots shown upon the recorded subdivision map of the Properties, attached hereto and marked as Exhibit A, with the exception of the common area.

ARTICLE II. PROPERTY RIGHTS

Section No. 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association's Board of Directors to make and enforce reasonable rules and regulations consistent with this Declaration and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his
Lot remains unpaid; and for a period not to exceed 60 days for any infractions of its published rules and regulations:

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

(d) the right of the Association to grant an Exclusive Use Easement to owners, upon their joining the Association, of those certain portions of lot 74, that are appurtenant to their individual lots, and which in all respects will comply with that certain Amended Site Plan recorded in the Natrona County Recorder's Office on the day of 1983 as Instrument No. . With this grant of easement the Declarant reserves the power to grant further easements as fully set forth in paragraph (c) above and further will include the repair and maintenance of all fencing in the subdivision, and maintenance of the exclusive use area.

Section No. 2. Owners' Restrictions on Property Rights. Each owner shall have the following restrictions on property rights:

(a) The Common Area shall remain undivided and no owner shall bring any action for partition of the Common Area.

(b) The lots and improvements thereon shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and contract purchasers.

Section No. 3. Ingress and Egress to Units. The owner of each lot, his successor and assigns, shall have the unrestricted right of ingress and egress to the owned lot.

Section No. 4. Easements for Encroachments. If any portion of the Common Area encroaches on any lot or any lot encroaches on the Common Area or any lot encroaches upon another lot as a result of construction, reconstruction or repair, a valid easement for the encroachment and the maintenance of the same shall exist as long as the encroachment exists.

Section No. 5. Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section No. 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment.

Section No. 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot. The owners shall advise the secretary of the
Association who is to exercise the vote of the lot. In the absence of such advice, the lot's vote shall be suspended in the event more than one person attempts to exercise the lot's vote.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;


Section No. 3. Administration of the Association. The owners agree that the administration of the Association shall be in accordance with the provisions of this declaration and the bylaws of the Association.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section No. 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments of charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such interest, costs and a reasonable attorney's fee, shall also be the personal obligation of the person was the Owner of such property at the time when the assessment fell due. Delinquent assessments shall be the joint and several obligation of the owner of a lot and his successor in title and the successor in title shall be entitled to certificate from the Association of unpaid assessments as provided in Article IV, Section No. 7 of the Declaration. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section No. 2. Purpose of Assessments. The assessments levied by the Association shall be used for the maintenance and repair of the Common Area and any sidewalk, roadway, water or sewer line, fence or semi-private area, the use of which was granted by an Exclusive Use Easement, which may be part of the Common Area, if not dedicated to public maintenance, shall be maintained by the Association. The Association shall also levy assessments and provide for the maintenance and upkeep of all exterior painting of homeowners units in the Amber Valley Addition to the Town of Mills. All assessments shall be used exclusively for the benefit of the owners.

Section No. 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be $600.00 per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the
maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section No. 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section No. 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4 of this Article. Written notice of any meeting called for the purpose to taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section No. 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section No. 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment at each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section No. 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid in the lot at the foreclosure sale and to hold, lease, mortgage and convey the lot. Any action at law brought to recover a money judgment for nonpayment of assessments shall be maintained without foreclosing or waiving the lien securing payment of the assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.
Section No. 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. The personal obligation for delinquent assessments shall not pass to his successors and title unless expressly assumed by them.

Section No. 10. Reserves and Working Capital.

(a) The Association shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and those restricted common areas which the Association may be obligated to maintain. The fund shall be maintained out of annual assessments for common expenses.

(b) A working capital fund shall be established for the initial months of the Association's operation equal to at least two months' estimated common area charge for each lot. Each lot's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each lot and maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold lot shall be paid to the Association within 60 days after the date of the conveyance of the first lot. The purpose of the fund is to ensure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board. Amounts paid into the fund are not to be considered as advance payment of annual assessments.

ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall, structure or landscaping shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, exterior materials and colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the board of directors of the Association, or by an architectural committee composed of three or more representatives appointed by the board. In the event that said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI. PARTY WALLS

Section No. 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
Section No. 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section No. 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section No. 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section No. 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Land and shall pass to such Owner's successors in title.

Section No. 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII. INSURANCE

Section No. 1. Property Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable master type policy of property insurance covering all the Common Area and any restricted Common Area and any fixtures and building service equipment that are part of any Common Areas and personal property supplies equal in value to 100% of replacement cost exclusive of land, and payable to the Association for the use and benefit of the individual Owners. The policy shall contain a waiver of the right of subrogation against individual lot owners and a provision that any act or neglect of an individual lot owner will not prejudice coverage under the policy and a provision the policy is primary in the event the lot owner has other insurance covering the same loss. The policy shall also contain an Agreed Amount Endorsement and an Inflation Guard Endorsement if available and shall afford as a minimum the following protection:

(a) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(b) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk endorsement", if available.

Section No. 2. Liability Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable comprehensive general type policy of liability insurance covering all the Common Areas, any restricted common areas, and public ways with coverage of at least One Million Dollars ($1,000,000) for bodily injury or death and property damage arising out of a single occurrence.
Section No. 3. Fidelity Bond. The Association shall obtain and maintain a fidelity bond covering all officers and directors of the Association who are responsible for the funds of or administration of the Association in an amount at least equal to the estimated maximum of funds, including any reserve funds in the custody of the Association but not less than three (3) months' assessments on all units and any reserve fund. The fidelity bond shall meet the following requirements:

(a) Fidelity bonds shall name the Association as an obligee;

(b) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;

(c) The premiums on all bonds required herein for the Association shall be paid by the Association as a common expense.

Section No. 4. Notice. Each of the above policies or bonds shall contain a provision that they cannot be cancelled or substantially modified by any party without at least ten (10) days prior written notice to the Association and to each Eligible Holder, Insurer or Guarantor which is listed on a schedule of Eligible Holders, Insurers and Guarantors in the insurance policy.

ARTICLE VIII. GENERAL PROVISIONS

Section No. 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section No. 2. Severability. Invalidation by any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section No. 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first 20-year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and consented to by at least fifty-one percent (51%) of the Eligible Holders holding mortgages on the units, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the unit owners and consented to by at least fifty-one percent (51%) of the Eligible Holders holding mortgages on the lots. Any amendment must be recorded.
Section No. 4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers’ and directors’ liability insurance to fund this obligation.

Section No. 5. Approval of Eligible Holders, Insurers or Guarantors. As long as there is a Class B membership, the following actions will require the prior approval of the Eligible Holders, Insurers or Guarantors if: 1) annexation of additional property, 2) dedication of Common Area, and 3) amendment of this Declaration of Covenants, Conditions and Restrictions. If requested by an Eligible Holder, Insurer or Guarantor, the Eligible Holder, Insurer or Guarantor will be furnished title evidence which will show any lien or encumbrance which affects the property to be annexed before additional property may be annexed.

Section No. 6. Notices of Action. An Eligible Holder, Insurer or Guarantor, upon written request to the Association (such request to state the name and address of such Eligible Holder, Insurer or Guarantor and the unit number), will be entitled to timely written notice of:

(a) Any proposed amendment of this declaration affecting a change in the boundaries of any lot or the exclusive easement rights of the lot or the interests in the general restricted common areas of the lot or the liability for any assessments for the lot or the number of votes in the Association for any lot or the purposes to which any lot or the Common Areas are restricted;

(b) Any condemnation loss or any casualty loss which affects a material portion of the lots or which affects any lot on which there is a first mortgage held, insured or guaranteed by such Eligible Holder, Insurer or Guarantor;

(c) Any delinquency in the payment of assessments or charges owed by an owner of a lot subject to the mortgage of such Eligible Holder, Insurer or Guarantor, where such delinquency has continued for a period of 60 days;
(d) Any lapse, cancellation or material modification or any insurance policy maintained by the Association.

Section No. 7. Insurance Trustees and Power of Attorney. Each owner appoints the Association or its authorized representative as attorney-in-fact for purchasing and maintaining the Common Area and liability insurance as it relates thereto, and to submit all claims and execute all necessary documents that relate thereto. The Association may enter into an insurance trust agreement with an insurance trustee to negotiate losses under any property or liability insurance policies and to perform other necessary functions regarding the insurance policies. Each owner also appoints the Association attorney-in-fact to represent the owners in any condemnation proceeding or in negotiating with any condemning authority for acquisition of any of the Common Areas.

Section No. 8. Availability of Documents and Financial Statements. The Association shall make available for inspection to every owner and Eligible Holder, Insurer or Guarantor of any first mortgage on any lot the current copies of the declaration, bylaws, rules and regulations, books, records and financial statements of the Association during normal business hours.

Section No. 9. FHA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

(a) Annexation of additional properties, dedication of common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section No. 10. Binding Nature. All agreements and determinations lawfully made by the Association in accordance with this Declaration or the bylaws shall be binding on all owners of lots, their successors, lessees and assigns.

Dated this ___ day of __________, 1983.

In witness whereof, the undersigned being the Declarant herein, has hereunto set his hand and seal this ___ day of __________, 1983.

ATTEST:

TETON DEVELOPMENT FINANCIAL CORPORATION, INC.

BY

WITNESS my hand and official seal.


NOTE:

The foregoing instrument was acknowledged before me by Michael D. Zwicki, who represented himself as president of Teton Development Financial Corporation, Inc., this ___ day of __________, 1983.

Notary Public

Expiry Date: __________, 1985.

Commission Number: 358466
Exhibit A is that certain Flat recorded in the
Natrona County Recorder's Office on March 2, 1982 as Instrument No. 327282.
THIS DECLARATION OF LAND USE RESTRICTIVE COVENANTS (this “Agreement”), DATED 5-22-2020, By Amber Valley LLC and its successors and (The “Owner”), and Wyoming Community Development Authority (the “Authority”) is given as a condition precedent to the allocation of low-income housing tax credits by the Authority together with any successor to its rights, duties and obligations.

WHEREAS, the Owner is or shall be the owner of a low-income rental housing development located on lands in the City of Mills, County of Natrona, State of Wyoming, more particularly described in Exhibit "A" hereto, known as or to be known as Amber Valley Estates (the “Project”); and

WHEREAS, the Authority has been designated by the Governor of the State of Wyoming as the housing credit agency for the State of Wyoming for the allocation of low-income housing tax credits (the “Credit”); and

WHEREAS, the Owner has applied to the Authority for an allocation of Credit to the Project in an amount not to exceed $261,683.00 low-income housing tax credits; and

WHEREAS, the Owner has represented to the Authority in Owner’s Low-Income Housing Tax Credit Application (the “Application”) that Owner shall lease 40% of the units in the Project to individuals or families whose income is 50% or less of the area median gross income (including adjustments for family size) and with the rent restricted, all as determined in accordance with Section 42 of the Internal Revenue Code (“Low-Income Tenants”); and

WHEREAS, the Authority has determined the Project would support a Credit allocation in an amount not to exceed $253,305.00; and

WHEREAS, the Owner has represented to the Authority in Owner’s Application that it will impose additional rent restrictions or will covenant to maintain the Section 42 rent and income restrictions for an additional period of time as set out in Section 5 of this Agreement (WCDA Occupancy Restrictions); and

WHEREAS, the Internal Revenue Code requires as a condition precedent to the allocation of the Credit, that the Owner execute, deliver and record in the official land deed records of the county in which the Project is located this Agreement in order to create certain covenants running with the land for the purpose of enforcing the requirements of Section 42 of the Code and the WCDA Occupancy Restrictions found in Section 5 hereof by regulating and restricting the use and occupancy and transfer of the Project as set forth herein; and

WHEREAS, the Owner, under this Agreement, intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy and transfer of the Project shall be and are covenants running with the Project Land for the term stated herein and binding upon all subsequent owners of the Project Land for such term, and are not merely personal covenants of the Owner.
NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, and of the other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner agrees as follows:

SECTION 1 - DEFINITIONS

All words and phrases defined in Section 42 of the Internal Revenue Code and by Treasury or HUD regulations pertaining thereto shall have the same meanings in this Agreement.

SECTION 2 - RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

(a) Upon execution and delivery by the Owner, the Owner shall cause this Agreement and all amendments hereto to be recorded and filed in the official public land deed records of the county in which the Project is located, and shall pay all fees and charges incurred in connection therewith. Upon recording, the Owner shall immediately transmit to the Authority an executed original of the recorded Agreement showing the date, deed book and page numbers of record. The Owner agrees that the Authority will not issue the Internal Revenue Service Form 8609 constituting final allocation of the Credit unless and until the Authority has received the recorded executed original of this Agreement.

(b) The Owner intends, declares and covenants, on behalf of itself and all future Owners and operators of the Project Land during the term of this Agreement, that the Agreement and the covenants and restrictions set forth in the Agreement regulating and restricting the use, occupancy and transfer of the Project Land and the Project (i) shall be and are covenants running with the Project Land, encumbering the Project Land for the term of this Agreement, binding upon the Owner's successors in title and all subsequent Owners and Operators of the Project Land, (ii) are not merely personal covenants of the Owner, and (iii) shall bind the Owner and the benefits shall inure to the Authority and any past, present or prospective tenant of the Project and its respective successors and assigns during the term of this Agreement. The Owner hereby agrees that any and all requirements of the laws of the State of Wyoming to be satisfied in order for the provisions of this Agreement to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the land. For the longer of the period this Credit is claimed or the term of this Agreement, each and every contract, deed or other instrument hereafter executed conveying the Project or portion thereof shall expressly provide that such conveyance is subject to this Agreement, provided, however, the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Project or portion thereof, provides that such conveyance is subject to this Agreement.

(c) The Owner covenants to obtain the consent of any prior recorded lienholder on the Project to this Agreement and such consent shall be a condition precedent to the issuance of Internal Revenue Service Form 8609 constituting final allocation of the Credit.
SECTION 3—REPRESENTATION, COVENANTS AND WARRANTIES OF THE OWNER

The Owner hereby represents, covenants and warrants as follows:

(a) The Owner (i) is a duly organized under the laws of the State of Wyoming and is qualified to transact business under the laws of the State of Wyoming, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Owner (i) will not violate or, as applicable, have not violated any provision or law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, have not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Owner will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, and Loan Documents relating to the Project or other permitted encumbrances).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Owner, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

(e) The Project constitutes or will constitute a qualified low-income building or qualified low-income project, as applicable, as defined in Section 42 of the Code and applicable regulations.

(f) Each unit in the Project contains complete facilities for living, sleeping, eating, cooking and sanitation (unless the Project qualifies as a single-room occupancy project or transitional housing for the homeless) which are to be used on other than a transient basis.

(g) During the term of this Agreement, all units subject to the Credit shall be leased and rented or made available to members of the general public who qualify as Low-Income Tenants (or otherwise qualify for occupancy of the low-income units) under the applicable election specified in Section 42 (g) of the Code.

(h) The Owner agrees to comply fully with the requirement of the Fair Housing Act as it may from time to time be amended.

(i) During the term of this Agreement, the Owner covenants, agrees and warrants that each low-income unit is and will remain suitable for occupancy.

(j) Subject to the requirement of Section 42 of the Code and the Agreement, the Owner may sell, transfer or exchange the entire Project at any time, but the Owner shall notify in writing and
obtain the agreement of any buyer or successor or other person acquiring the Project or any interest therein that such acquisition is subject to the requirements of this Agreement and to the requirements of Section 42 of the Code and applicable regulations. This provision shall not act to waive any other restriction on sale, transfer or exchange of the Project or any low-income portion of the Project. The Owner agrees that the Authority may void any sale, transfer or exchange of the Project if the buyer or successor or other person fails to assume in writing the requirements of this Agreement and the requirements of Section 42 of the Code.

(k) The Owner agrees to notify the Authority in writing of any sale, transfer or exchange of the entire Project or any low-income portion of the Project.

(l) The Owner shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project or permit the use of any residential rental unit for any purpose other than rental housing during the term of this Agreement unless required by law.

(m) The Owner represents, warrants and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Owner will use its best effort to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement.

(n) The Owner warrants that it has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other agreements in conflict herewith.

SECTION 4 – INCOME RESTRICTIONS; RENTAL RESTRICTION

The Owner represents, warrants and covenants throughout the term of this Agreement and in order to satisfy the requirements of Section 42 of the Code ("Section 42 Occupancy Restrictions") that:

(a) At least 40% or more of the residential units in the Project are both rent-restricted and occupied by individuals whose income is 50% or less of area median income.

(b) The determination of whether a tenant meets the low-income requirement shall be made by the Owner at least annually in a manner consistent with the methods used under HUD's Section 8 Program.

SECTION 5 – WCDA OCCUPANCY RESTRICTIONS

This Section is intended to make enforceable those extended use or deeper targeting covenants which the Owner represented to the Authority in its Application.

The Owner represents, warrants and covenants throughout the term of this agreement that:

(a) Throughout the term of this Agreement at least an additional 4 units or eleven percent (11%) of the residential units shall be both rent-restricted and occupied by individuals or families whose...
income is thirty percent (30%) or less of such median gross income; and at least an additional 4 units or eleven percent (11%) of the residential units shall be both rent-restricted and occupied by individuals or families whose income is thirty-five percent (35%) or less of such median gross income; and at least an additional 4 units or eleven percent (11%) of the residential units shall be both rent-restricted and occupied by individuals or families whose income is forty percent (40%) or less of such median gross income; and at least an additional 24 units or sixty-seven percent (67%) of the residential units shall be both rent-restricted and occupied by individuals or families whose income is fifty percent (50%) or less of such median gross income. A unit is "rent-restricted" if the gross rent with respect to such unit does not exceed thirty percent (30%) of the imputed income limitation applicable to such unit (based upon the income limitations set forth in this subsection), all as determined in accordance with Section 42 (g) of the Code.

(b) The Owner will extend the term of the Section 42 income and rental restriction for 15 years after the close of the initial forty (40) year compliance period.

(c) Regardless of any provision in Section 6 of this Agreement to the contrary, the WCDA Occupancy Restrictions agreed to in this Section shall remain in place for a period of 40 years except in the event that the Owner loses title to the property due to foreclosure or deed in lieu of foreclosure.

SECTION 6 — TERM OF AGREEMENT

(a) Except as hereinafter provided, this Agreement and the Section 42 Occupancy Restrictions specified herein shall commence with the first day in the Project period on which any building which is part of the Project is placed in service and shall end on the date which is 15 years after the close of the initial compliance period.

(b) Notwithstanding subsection (a) above, the Owner shall comply with the requirements of Section 42 relating to the extended use period for an additional 15 years, provided, however, the extended use period for any building which is part of this Project shall terminate:

1. On the date the building is acquired by foreclosure or deed in lieu of foreclosure, unless the IRS determines that the foreclosure is part of a plan to avoid maintaining the Project as a low income project; or

2. On the last day of the compliance period if the Owner has properly requested that the Authority assist in procuring a qualified contract for the acquisition of the low-income portion of any building which is part of the Project and the Authority is unable within one year to present a qualified contract.

3. Upon the exercise of a right of first refusal of a qualified low-income tenant to purchase the building(s) as provided under Section 42 (i)(7) of the Code.

(c) Notwithstanding subsection (b) above, the Section 42 rent requirement shall continue for a period of three years following the termination of the extended use requirement pursuant to the procedures specified in the subsection (b) above. During such three year period, the Owner shall not evict or terminate the tenancy of an existing tenant of any low-income unit other than for good cause and shall not increase the gross rent above the maximum allowed under the Code with respect to such low-income unit.
(d) The Owner has agreed to WCD A Occupancy Restrictions as reflected in Section 5 of this Agreement, and the term for the optional restrictions shall not terminate until the time period agreed upon.

SECTION 7 – ENFORCEMENT OF WCD A OCCUPANCY RESTRICTIONS

(a) The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the Authority, to inspect any books and records of the Owner regarding the Project with respect to the rentals and incomes of Low-Income Tenants which pertain to compliance with the WCD A Occupancy Restrictions specified in any section of this Agreement.

(b) The Owner shall submit any other information, documents, or certifications requested by the Authority, which the Authority shall deem reasonably necessary to substantiate the Owner's continuing compliance with the provisions of the WCD A Occupancy Restrictions specified in this Agreement.

SECTION 8 – ENFORCEMENT OF SECTION 42 OCCUPANCY RESTRICTIONS

(a) The Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of Section 42 of the Code and applicable regulations or this Agreement. Moreover, Owner covenants to take any lawful action (including amendment of this Agreement as may be necessary, in the opinion of the Authority) to comply fully with the Code and with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the United States Department of the Treasury, or the Internal Revenue Service, or the Department of Housing and Urban Development from time to time pertaining to Owner’s obligations under Section 42 of the Code and affecting the Project.

(b) The Owner acknowledges that the primary purpose for requiring compliance by the Owner with the restrictions provided in this Agreement is to assure compliance of the Project and the Owner with Section 42 of the Code and the applicable regulations, AND BY REASON THEREOF, THE OWNER, IN CONSIDERATION FOR RECEIVING LOW-INCOME HOUSING TAX CREDITS FOR THIS PROJECT, HEREBY AGREES AND CONSENTS THAT THE AUTHORITY AND ANY INDIVIDUAL WHO MEETS THE INCOME LIMITATION APPLICABLE UNDER SECTION 42 (WHETHER PROSPECTIVE, PRESENT OR FORMER OCCUPANT) SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE OWNER OF ITS OBLIGATIONS UNDER THIS AGREEMENT IN A STATE COURT OF COMPETENT JURISDICTION. The Owner hereby further specifically acknowledges that the beneficiaries of the Owner’s obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.

(c) The Owner hereby agrees that the representations and covenants set forth herein may be relied upon by the Authority and all persons interested in Project compliance under Section 42 of the Code and the applicable regulations.
(d) The Owner agrees to comply with Section 42(m)(10)(B)(iii) regarding monitoring compliance and the WCDA Monitoring Procedures which includes but is not limited to: recordkeeping and retention provisions, annual certification and review provisions, and auditing provisions, and provisions for notifying owners and the Internal Revenue Service of non-compliance or lack of certification.

An annual compliance-monitoring fee equal to $35.00 per unit will be charged for each year of the compliance period.

SECTION 9 - MISCELLANEOUS

(a) Severability. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

(b) Notice. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

To the Authority:

WCDA
Attn: Low-Income Housing Tax Credit Program
P.O. Box 634
Casper, WY 82602

To the Owner:

Amber Valley LLC
39 East 1st Street
Sheridan, WY 82801

The Authority, and the Owner, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates of other communications shall be sent.

(c) Amendment. The Owner agrees that it will take all actions necessary to effect amendment of this Agreement as may be necessary to comply with the Code, any and all applicable rules, regulations, policies, procedures, rulings or other official statements pertaining to the Credit.

(d) Subordination of Agreement. This Agreement and the restrictions hereunder are subordinate to the loan and loan documents, if any, on the Project except so far as Section 42 requires otherwise (relating to the three-year vacancy control during the extended use period).

(e) Governing Law. This Agreement shall be governed by the laws of the State of Wyoming and, where applicable, the laws of the United States of America.

(f) Survival of Obligations. The obligations of the Owner as set forth herein and in the Application shall survive the allocation of the Credit and shall not be deemed to terminate, or merge with the awarding of the allocation.
IN WITNESS WHEREOF, the Owner has caused this Agreement to be signed by its duly authorized representative(s), as of the day and year first written above.

OWNER: Amber Valley LLC

BY: 

NAME: 

TITLE: 

ATTEST:
State of Wyoming
County of Sheridan

On this 23rd day of May, 2020 before me personally appeared Stephen A. Strong to me personally known, who, being by me duly sworn, did say that he is the Manager Member of Amber Valley LLC and that said instrument was signed and sealed on behalf of said Amber Valley LLC by authority of its Board of Directors and said Manager Member acknowledged said instrument to be the free act and deed of said Manager Member.

My commission expires on the 20th day of November, 2020.

Notary Public

AUTHORITY: Wyoming Community Development Authority

By: 

George D. Axlund, Executive Director

On this 17th day of May, 2020 before me personally appeared George D. Axlund to me personally known, who, being by me duly sworn, did say that he is the Executive Director of Wyoming Community Development Authority and that said instrument was signed and sealed on behalf of said Wyoming Community Development Authority by authority of its Board of Directors and said George D. Axlund acknowledged said instrument to be the free act and deed of said Wyoming Community Development Authority.

My commission expires on the 20th day of November, 2020.

Notary Public
Exhibit A

Lots 77, 78, 79, 80 & 81, Amber Valley Addition to the Town of Mills, Wyoming. A Subdivision of a portion of the N 1/2 N 1/2 SE 1/4 NW 1/4, Section 12, Township 33 North, Range 80 West Sixth Principal Meridian, Natrona County, Wyoming.