

274761

RECORDED 10-10 1979 AT 11:30 O'CLOCK AM  
STATEMENT NO. 274761  
JOHN J. TORREN COUNTY CLERK

# REPLAT OF LOTS 14, 15, 16 & 17, BLOCK 6 TOPAZ ADDITION

TO THE TOWN OF MILLS  
AND BEING A PORTION OF THE N 1/2 OF THE SW 1/4 OF SECTION  
12, T. 33N., R. 80 W., 6th P.M.  
NATRONA COUNTY, WYOMING

## CERTIFICATE OF DEDICATION AND SUBDIVISION:

STATE OF WYOMING } SS  
COUNTY OF NATRONA }

The undersigned, Ponderosa Development Corp., a Wyoming Corporation, hereby certifies that it is the owner and proprietor of the following described tract of land: LOTS 14, 15, 16 & 17, BLOCK 6, TOPAZ ADDITION, TO THE TOWN OF MILLS, located in the North one-half of the Southwest one-quarter of Section 12, T. 33N., R. 80 W., of the 6th P.M., Natrona County, Wyoming; and that said tract of land is hereby further subdivided into lots as shown on this plat and does hereby dedicate to the Homeowners Association Tracts A-P, for use as open area; and does further dedicate Tract Q to the Homeowners Association for use as parking and drive-way; and that the subdivision is made with the free consent and desire of the undersigned owner and proprietor of said lands; and that there is hereby granted to the public and private utilities an easement and license to locate, construct, use and maintain or authorize the location, construction, use and maintenance of conduits, lines, poles, and wires, any or all of them, over, under and along Tracts A-Q. Described tract of land contains 4.05 acres more or less.

PONDEROSA DEVELOPMENT CORP.

*Francis M. Vay*  
PRESIDENT - FRANCIS M. VAY  
*Richard M. McBride*  
SECRETARY - RICHARD M. BRIDE

The foregoing certificate was acknowledged by Francis M. Vay and Richard M. McBride this 23rd day of July, 1979.

Witness my hand and Official Seal  
My Commission Expires                       
*John J. Torren*  
NOTARY PUBLIC

## CERTIFICATE OF SURVEYOR:

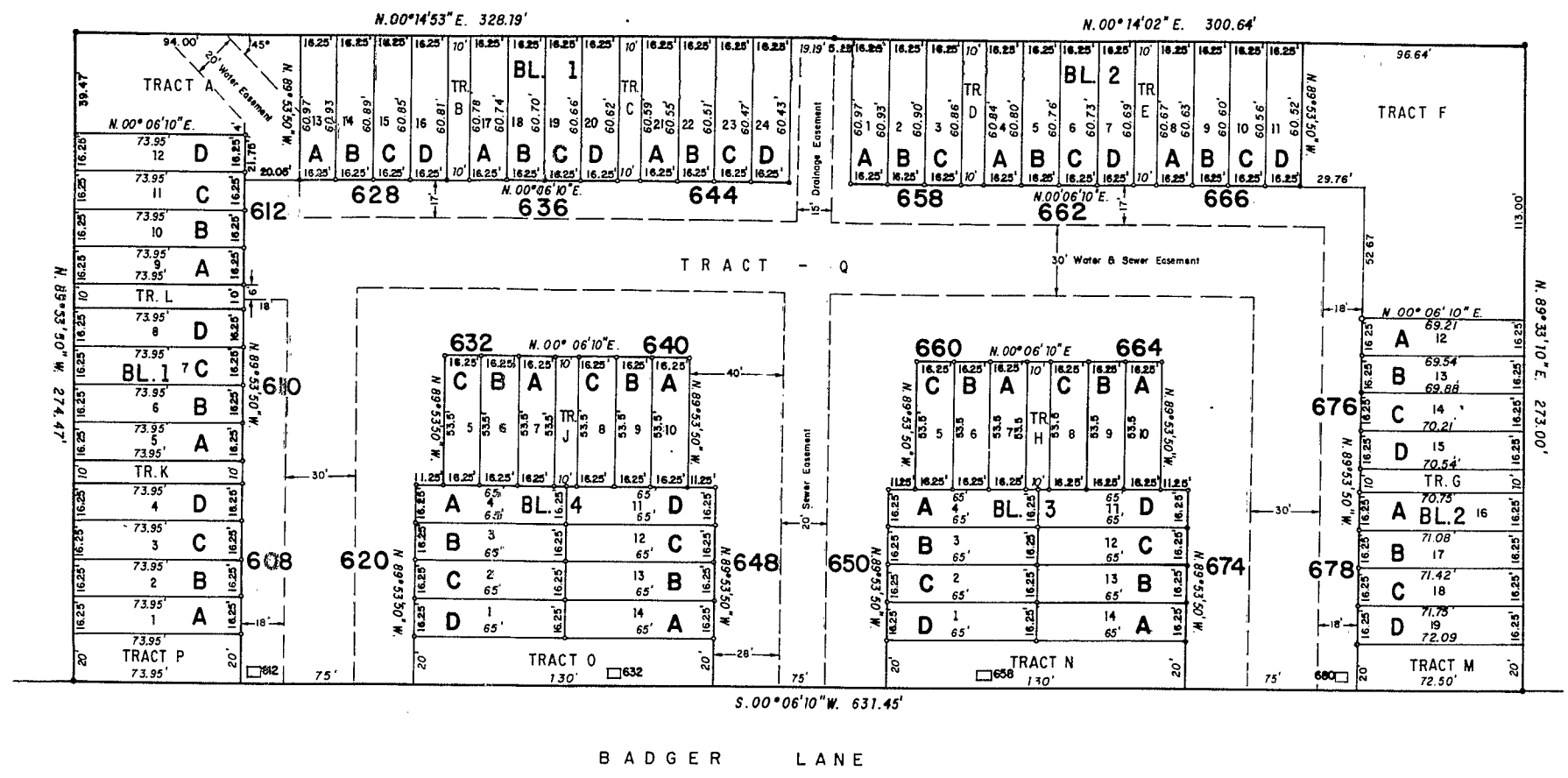
STATE OF WYOMING } SS  
COUNTY OF NATRONA }

I, Willis R. Gonsler, of Casper, Wyoming, hereby certify that the lot closures as shown on this Plat are correct and accurately represented to the best of my knowledge and belief and that the locations of said lots are in accordance with the intent and desires of the owners of these lands.

*Willis R. Gonsler*  
WILLIS R. GONSLER - LS NO. 2085

The foregoing certificate was acknowledged by Willis R. Gonsler before me this 13th day of July, 1979.

Witness my hand and Official Seal,  
My Commission Expires 4/18/83  
*Raymond J. Pless*  
NOTARY PUBLIC



## SUBDIVISION PLAT

SCALE: 1"=30'

### APPROVALS:

Approved by the Town Council of the Town of Mills, Wyoming, by ordinance this 16th day of July, 1979  
Ordinance No. 217

Attest: *John J. Torren*  
CLERK

Inspected and Approved this 14th day of July, 1979.

*Robert J. Moore*  
MAYOR  
*Ed Catlett*  
TOWN ENGINEER

INSPECTED AND APPROVED on the 14th day of July, 1979.

*Nix Indreas*  
County Health Officer

### LEGEND

- Original lot corners
- Lot corner 5/8" rebar

### SUBDIVISION NOTES

- 1 ZONING-RESIDENTIAL
- 2 Boundaries, bearings and distances are recorded data from TOPAZ ADDITION approved plat.
- 3 Homeowners Association to be known as the Topaz Multiple Residential Association.

APPROVED: Board of County Commissioners of Natrona County, Wyoming.

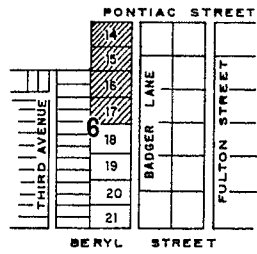
by Resolution duly passed on the 31st day of June, 1979.

Attest: *John J. Torren*  
County Clerk

INSPECTED AND APPROVED on the 27th day of July, 1979.

*John J. Torren*  
County Surveyor

### TOPAZ ADDITION



### VICINITY MAP

SCALE 1"=500'

### RECORDED

This instrument was filed for Record this 10th day of July, 1979. at

11:30 A.M. O'clock and Recorded in Book            Page            Filing No.           

*John J. Torren*  
County Clerk & Official Register of Deeds

**Civil  
Engineering  
Consultants**

32532  
562572  
NATRONA CO. CLERK, WY  
MARY ANN COLLINS  
RECORDED SA

'95 JUN 20 AM 8 56

AMENDMENT AND ADDITION TO  
DECLARATION OF COVENANTS

Compliments of:  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

THIS AMENDMENT, to the DECLARATION OF COVENANTS, made on the date hereinafter set forth. CEDARWOOD RESIDENTIAL ASSOCIATION, a Wyoming corporation, hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS, declarant is the association of the owners of certain properties in the town of Mills, County of Natrona, State of Wyoming, which is more particularly described as:

A tract of land in the NE1/4SW1/4 of section 12. Township 33 North, Range 80 West of the Sixth Principal Meridian, Natrona County, Wyoming, containing 1.98 acres more or less. Further described as, Lots 1 through 19 Block 2, and Lots 1 through 14 Block 3, being a replat of lots 14, 15, 16, & 17 Block 6 of Topaz Addition to the town of Mills, County of Natrona, State of Wyoming.

NOW THEREFORE, Declarant hereby declares the withdrawal of certain properties from the CEDARWOOD RESIDENTIAL ASSOCIATION. these properties are more particularly described as:

A tract of land in the NE1/4, SW1/4 of section 12. Township 33 North, Range 80 West of the Sixth Principal Meridian Natrona County, Wyoming, containing 1.98 acres more or less. Further described as, Lots 1 through 24 Block 1, and Lots 1 through 14 Block 4, being a replat of lots 14, 15, 16, & 17, Block 6 of Topaz Addition to the town of Mills, County of Natrona, State of Wyoming.

NOW THEREFORE, Declarant hereby also declares these additional Articles to the original Declaration of Covenants, dated the 26th day of October, 1979 and recorded with the Natrona County Clerk as number 276273.

ARTICLE VII

PARTY WALLS

Section 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

Steve Lottin

215

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FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



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property damage due to negligence or willful acts or omissions shall apply thereto.

Section 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 3. Destruction by Fire or Other Casualty. If a party walls 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 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 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 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 VIII

### EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

## ARTICLE IX

Section 3. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than 2 automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association shall permanently assign 2 vehicle parking spaces for each dwelling.

562592

IN WITNESS WHEREOF, the undersigned, being the Declarant herein,  
has herunto by his hand this 20th day of June, 1995.

ATTEST:

CEDARWOOD RESIDENTIAL ASSOCIATION

By:

*Ken Jett*  
*Jim Mathan*

By:

*Steve Loftin*



STATE OF WYOMING     )  
                                      )SS  
COUNTY OF NATRONA    )

On this 20th day of June, 1995, before me personally appeared  
STEVE LOFTIN, to me personally known, who being sworn, did say  
that he is President of CEDARWOOD RESIDENTIAL ASSOCIATION, a  
Wyoming Corporation, and that said instrument was signed on  
behalf of said corporation by authority of its Board of  
Directors and said STEVE LOFTIN acknowledged said instrument to  
be the free act and deed of said corporation.

My commission expires: 8-11-98

*Ken Jett*  
Notary Public



197351

P A T E N T

STATE OF MONTANA :  
COUNTY OF PATROLA :  
CONRAD LAND AND WATER COMPANY :

STATE OF MONTANA :  
COUNTY OF PATROLA :

This instrument was filed for record  
Oct. 15, 1924 at 9:50 o'clock A. M. and duly Recd  
Recorded in Book 72 of Deeds on page 464.

Alma J. Hawley  
County Clerk.

Douglas 082109

4--1040

THE UNITED STATES OF AMERICA,  
TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Compliments of:  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

Whereas, a Certificate of the Register of the Land Office at Douglas, Wyoming, has been deposited in the General Land Office, whereby it appears that full payment has been made by the Conrad Land and Water Company, formerly Conrad Investment Company, according to the provisions of the Act of Congress approved March 7, 1877, entitled "An Act to provide for the sale of desert lands in certain States and Territories," as amended by the Act of March 7, 1891, and of the Act of January 27, 1902, for the south half of the northeast quarter of Section eleven and the west half of the northeast quarter, the south half of the northwest quarter, and the north half of the southwest quarter of Section twelve in Township thirty-three north of Range eight west of the Sixth Principal Meridian, Wyoming, containing three hundred twenty acres, according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

Now KNOW YE, that the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, **AS GIVEN AND GRANTED**, and by these presents **DO GRANT AND GRANT** unto the said Conrad Land and Water Company, and to its successors, the tract above described; **TO HAVE AND TO HOLD** the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, therunto belonging, unto the said Conrad Land and Water Company, and to its successors and assigns forever: subject to any vested and approved water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States, subject to such rights as the Illinois Pipe Line Company may have under Act of March 4, 1911 and the Producers and Refiners Corporation and the Balton Oil Company may have under Section twenty-eight of the Act of February 27, 1920.

IN WITNESS WHEREOF, I, Calvin Coolidge, President of the United States of America, have caused these Letters to be hereunto signed, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the TWENTY-SIXTH day of JUNE in the year of our Lord one thousand nine hundred and TWENTY-FOUR and of the Independence of the United States the one hundred and TWENTY-EIGHTH.

By the President: Calvin Coolidge

By Viola S. Pugh, Secretary.

M. P. LeRoy  
Recorder of the General Land Office.

United States General  
Land Office

RECORDED Oct 29 1979 AT 4:25 P.M. Copy  
INSTRUMENT NO. 276273  
JOHN J. TOBIN COUNTY CLERK

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth CEDAR WOOD RESIDENTIAL ASSOCIATION, 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 $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 12, Township 33 North, Range 80 West of the Sixth Principal Meridian, Natrona County, Wyoming, containing 3.96 acres more or less. Further described as Lots, 1 through 24, Block 1, Lots, 1 through 19, Block 2, Lots 1 through 14, Block 3, Lots 1 through 14, Block 4, being a Replat of Lots 14, 15, 16, & 17, Block 6 of Topaz Addition to The town of Mills, County of Natrona, State of 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 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 CEDAR WOOD 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:

Tract A, B, C, D, E, F, G, H, J, K, L, M, N, O, P, Q, of the Replat of Lots 14, 15, 16, 17, Block 6 of the Topaz Addition to the City of Mills, Natrona County, Wyoming.

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 CEDAR WOOD RESIDENTIAL ASSOCIATION, 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:

Compliments of:  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

Compliments of  
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(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 the determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B members 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 therefore, 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 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 the 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

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increased above 5% by a vote of two-third (2/3rds) 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 (2/3rds) 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 membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and required quorum at the subsequent meeting shall be one-half (1/2) 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



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covenants, reservations, liens and charges now or hereafter imposed by 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 2. Severability.** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way 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 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 (2/3rds) 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 Restriction.

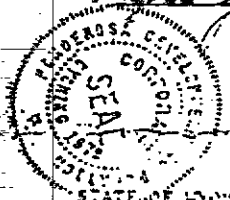
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands and seal this 26th day of October, 1979.

ATTEST:

CEDAR WOOD RESIDENTIAL ASSOCIATION

By: *Francis H. McVay*

By: *Francis H. McVay*  
President



STATE OF WYOMING )  
                                  )SS  
COUNTY OF NATRONA )

D. this 26th day of October, 1979, before me personally appeared FRANCIS H. McVAY, to me personally known, who being by me duly sworn, did say that he is the President of CEDAR WOOD RESIDENTIAL ASSOCIATION, 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 FRANCIS H. McVAY acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: \_\_\_\_\_

*Francis H. McVay*  
Notary Public

