

2760

21170

Plat of
TOPAZ ADDITION
 TO THE TOWN OF MILLS
 BEING A PORTION OF
 N 1/2 of the SW 1/4 of Section 12, T.33N., R.80W., 6th P.M.
 Natrona County, Wyoming

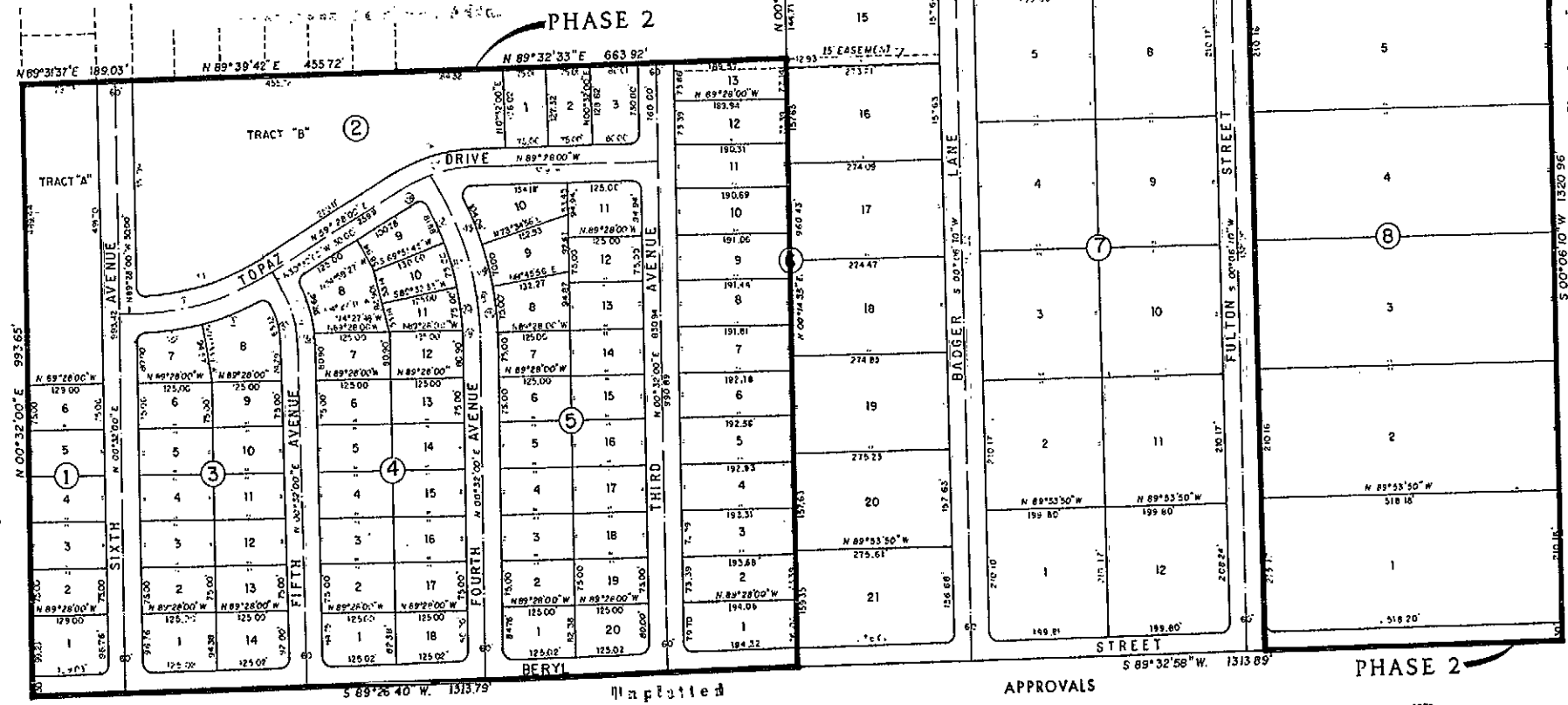
TOPAZ ADDITION TO SW 1/4, 2162-11
 TOWN OF MILLS, RANGE 11
 RECORDED NOVEMBER 5, 1978
 INSTR. # 276895

Nov 5 '78 6:37 AM



CURVE DATA TABLE											
NO	A	R	L	T	CH	NO	A	R	L	T	CH
1	3134.00	872.8	77.2	10.88	252.74	2	1825.00	779.42	24.25	12.74	24.25
2	1445.58	325.6	17.2	6.88	127.41	3	1825.00	244.47	15.37	8.34	131.62
3	1445.58	325.6	17.2	6.88	127.41	4	1825.00	274.41	15.37	17.58	145.83
4	1445.58	325.6	17.2	6.88	127.41	5	1825.00	440.81	21.80	18.32	235.10
5	1445.58	325.6	17.2	6.88	127.41	6	1825.00	440.81	21.80	18.32	235.10
6	1445.58	325.6	17.2	6.88	127.41	7	1825.00	440.81	21.80	18.32	235.10
7	1445.58	325.6	17.2	6.88	127.41	8	1825.00	440.81	21.80	18.32	235.10
8	1445.58	325.6	17.2	6.88	127.41	9	1825.00	440.81	21.80	18.32	235.10
9	1445.58	325.6	17.2	6.88	127.41	10	1825.00	440.81	21.80	18.32	235.10
10	1445.58	325.6	17.2	6.88	127.41	11	1825.00	440.81	21.80	18.32	235.10
11	1445.58	325.6	17.2	6.88	127.41	12	1825.00	440.81	21.80	18.32	235.10
12	1445.58	325.6	17.2	6.88	127.41	13	1825.00	440.81	21.80	18.32	235.10
13	1445.58	325.6	17.2	6.88	127.41	14	1825.00	440.81	21.80	18.32	235.10
14	1445.58	325.6	17.2	6.88	127.41	15	1825.00	440.81	21.80	18.32	235.10
15	1445.58	325.6	17.2	6.88	127.41	16	1825.00	440.81	21.80	18.32	235.10
16	1445.58	325.6	17.2	6.88	127.41	17	1825.00	440.81	21.80	18.32	235.10
17	1445.58	325.6	17.2	6.88	127.41	18	1825.00	440.81	21.80	18.32	235.10
18	1445.58	325.6	17.2	6.88	127.41	19	1825.00	440.81	21.80	18.32	235.10
19	1445.58	325.6	17.2	6.88	127.41	20	1825.00	440.81	21.80	18.32	235.10
20	1445.58	325.6	17.2	6.88	127.41	21	1825.00	440.81	21.80	18.32	235.10
21	1445.58	325.6	17.2	6.88	127.41	22	1825.00	440.81	21.80	18.32	235.10

NOTE: Corner lot dimensions are to point of intersection of the lot lines extended.



Certificate of Dedication

A tract of land situate in section twelve (12) of Township 33 North, Range 80 West, of the Sixth Principal Meridian, Town of Mills, County of Natrona, State of Wyoming, more particularly described as follows:

From the SW corner of said section 12 Township 33 North, Range 80 West, thence N00°32'00"E, and along the west line of said section 12 a distance of 1524.85 feet to the true point of beginning, thence continuing N 00°32'00"E and along the said West line of said section 12 a distance of 893.65 feet, thence N 89°31'37"E a distance of 189.03 feet, thence N 89°30'42"E a distance of 455.72 feet, thence N 89°32'35"E a distance of 663.92 feet, thence N 00°14'02"E a distance of 330.64 feet, thence N 89°33'10"E a distance of 1310.75 feet, thence S 00°06'10"E a distance of 1320.96 feet, thence S 89°32'58"W a distance of 1913.69 feet, thence S 89°26'40"W a distance of 1313.79 feet, to the true point of beginning containing 89649 acres more or less.

Acknowledgement

We, the undersigned David W. Haines, SEC. and Everett C. Atwood as PRES. of Topaz Inc being the owner and proprietor of the above described Sub-division as appears on this plat are with us free consent and in accordance with the desires of the above named owners and proprietors of said lands the SUBDIVISION shall be named "TOPAZ ADDITION". All streets and roads and tracts A & B set forth in this Plat are hereby dedicated to the use of the Public.

Signed: *David W. Haines*
 David W. Haines
 Attest: *Everett C. Atwood*
 Everett C. Atwood

Certificate of Surveyor

STATE OF WYOMING }
 COUNTY OF NATRONA } SS
 I, WILLIS L. GONSER, of Casper, Wyoming do hereby certify that this Plat was prepared from notes taken under my direction during an actual survey from the period of October, 1978 to October, 1979. This survey was reviewed by myself during October, 1978. The boundary has been accurately surveyed and shall be monumented in accordance with the requirements of the Town of Mills and Natrona County and proper survey practice. All dimensions are expressed in feet and decimals thereof and all courses referred to the true Meridian; so a Plat is True and correct to the best of my knowledge and belief.

Wyoming Registration L.S. No. 2089
Willis L. Gonser
 Will L. Gonser
 Subscribed in my presence and sworn to before me this 5th day of APRIL, 1979
W.L. Gonser
 My commission expires July 23, 1981

Civil Engineering Consultants
 Casper, Wyoming

SW 1/4, SEC. 12
 T.33N. R.80W. 6th P.M.

APPROVED by the Town of Mills on this 26 day of October, 1979.
 Attest: *Robert D. Moore*
 Town Clerk

APPROVED: Board of County Commissioners of Natrona County, Wyoming, by Resolution 1678 passed on the 26 day of October, 1979.
 My term of Office expires January 2, 1981
 Attest: *Robert D. Moore*
 County Clerk

INSPECTED AND APPROVED on the 31st day of October, 1979.
 By: *Mark W. Chance*
 County Surveyor

INSPECTED AND APPROVED on the 30th day of October, 1979.
 Filed for Record in the Office of the County Clerk of Natrona County, Wyoming, on this 30th day of October, 1979.
 Carson Natrona Co. Health Dept. by: *Walter McFarlane*
 Wally Anderson

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, **DO GIVE AND GRANT**, and by these presents **DO CONFIRM AND CONFIRM** unto the said Conrad Land and Water Company, and to its successors, the tract above described; **DO HOLD AND DO 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 Apr 24 1979 AT 10:27 O'CLOCK AM
INSTRUMENT NO. 261106
JOHN J. TOBIN COUNTY CLERK

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 $\frac{1}{4}$ SW $\frac{1}{4}$ 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 $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12, as the point of beginning, thence northerly along the west boundary line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ to the northwest corner thereof, thence easterly along the north boundary of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ to the northeast corner thereof, thence southerly along the east boundary line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 240.16 feet to a point on said east boundary line, thence north 89°53'50" west a distance of 518.18 feet to a point, thence south 00°06'10" 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 $\frac{1}{4}$ SW $\frac{1}{4}$ to a point on the east boundary line thereof, thence southerly along said east boundary line to the southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$, thence westerly along the south boundary line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ 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.

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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).



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

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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.

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(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 (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.

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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,

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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%)

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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 18 day of April, 1979.

TOPAZ COMPANY
a Wyoming Corporation

ATTEST:

Dave W. Hines
Secretary

By Everett Alloway
President

STATE OF WYOMING)
COUNTY OF NATRONA)) SS.

On this 18 day of April, 1979, before me personally appeared EVERETT ALLOWAY, 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 EVERETT ALLOWAY acknowledged said instrument to be the free act and deed of said corporation.



W.F. Swanton
Notary Public

My commission expires: 7-24-81

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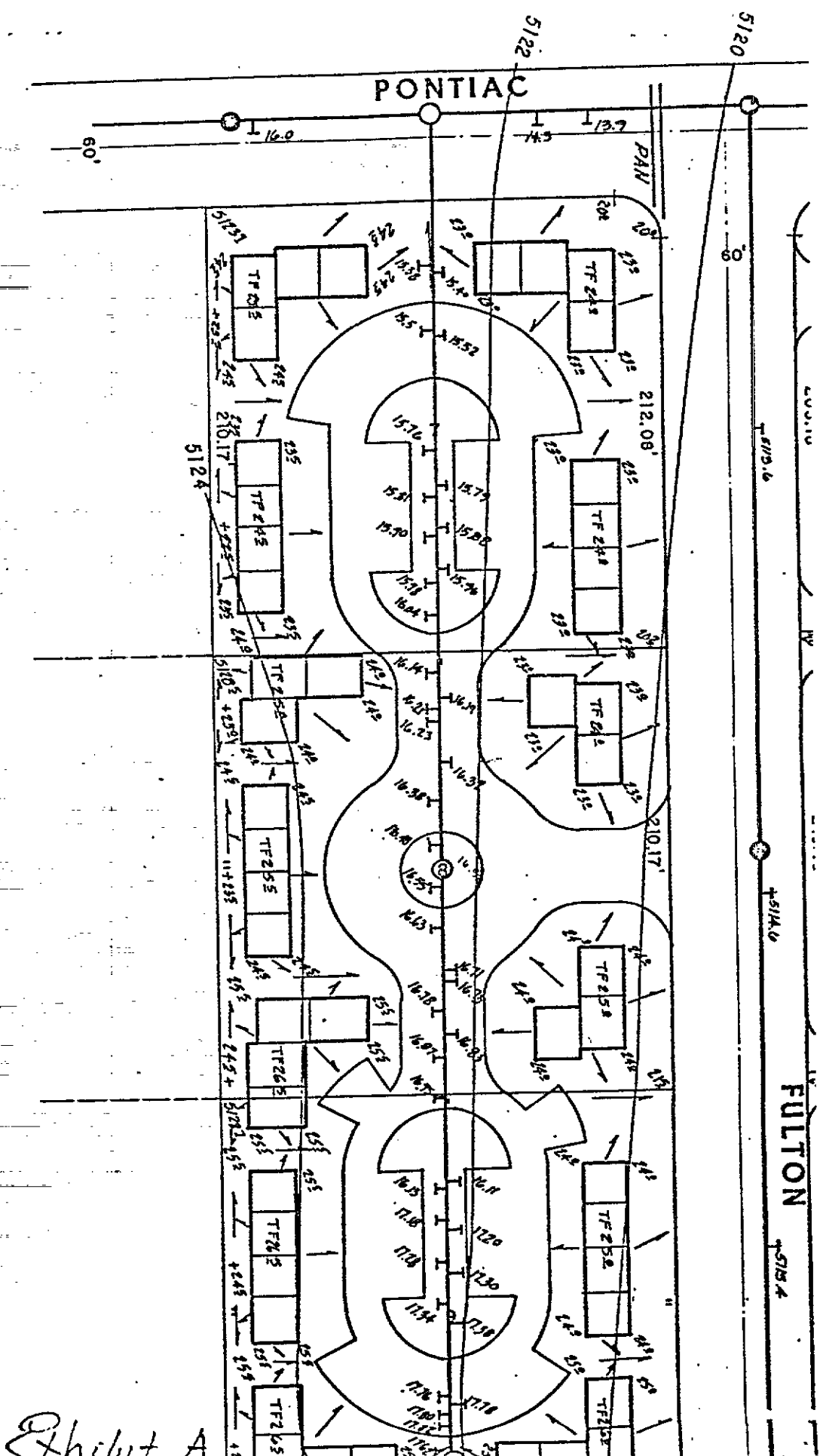


Exhibit A

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:

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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



STATE OF WYOMING)
)SS
COUNTY OF NATRONA)

By: Francis H. McVay
President

On 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

