REPLAT OF
LOTS 14, 15, 16 & 17, BLOCK 6
TOPAZ ADDITION
TO THE TOWN OF MILLS
AND BEING A PORTION OF THE 3/4 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
COUNTY OF NATRONA

The undersigned, Ponderosa Development Co., a Wyoming Corporation, hereby certifies that it is the owner and grantor of the following described tract of land located in the Town of Mills, 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 use of the public, streets, alleys, sidewalks, and appurtenances thereto, in addition to the following: The tract of land shown on this plat is hereby dedicated as Topaz Addition, and it is further dedicated as the Town of Mills, Natrona County, Wyoming.

SUBDIVISION PLAT
SCALE: 1"=100'?

APPROVALS:
Addressed by the Town Council of the Town of Mills, Wyoming, by resolution No. 75-11
Date: June 4, 1975
Passed and Approved May 28, 1975

INSPECTED AND APPROVED: N.A.C.

LEGEND:
- Original lot numbers
- Lot number 410
- Do not record
- Residential
- School district
- Roads
- Town lines
- All other boundaries
- Topaz Addition approved plat
- Topaz Addition dedicated as town
- Town of Mills, Natrona County

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

VICTORY STREET

RECEIVED:
This instrument was filed for record on the 29th day of July, 1975, of 1975.

CIVIL ENGINEERING CONSULTANTS
AMENDMENT AND ADDITION TO DECLARATION OF COVENANTS

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
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 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 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. Where 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 1. 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.
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:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8486

STATE OF WYOMING

COUNTY OF NATRONA

ON this 20th day of June, 1995, before me personally appeared STEVE LOTHROP, to me personally known, and said STEVE LOTHROP, being the free agent and deed of said Wyoming Residential Association, as the President of said corporation, did deposit with me for record in the office of the Clerk of the Circuit Court of the State of Wyoming, in and for the County of Natrona, the instrument hereunto annexed, to wit: a Deed of Trust; and further, before me personally appeared the undersigned, being the Declarant herein, and did execute and acknowledge the same to be his free act and deed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto by his hand this 20th day of June, 1995, attested and acknowledged to be his free act and deed.

By:

[Signature]

STATE OF WYOMING

COUNTY OF NATRONA

On this 20th day of June, 1995, before me personally appeared STEVE LOTHROP, to me personally known, and said STEVE LOTHROP, being the free agent and deed of said Wyoming Residential Association, as the President of said corporation, did deposit with me for record in the office of the Clerk of the Circuit Court of the State of Wyoming, in and for the County of Natrona, the instrument hereunto annexed, to wit: a Deed of Trust; and further, before me personally appeared the undersigned, being the Declarant herein, and did execute and acknowledge the same to be his free act and deed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto by his hand this 20th day of June, 1995, attested and acknowledged to be his free act and deed.

By:

[Signature]

[Signature]
TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a certificate of the Register of the Land Office at Douglas, Montana, 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 3, 1844, entitled "An Act to provide for the sale of desert lands in certain States and Territories," as amended by the Act of March 3, 1861, and by the Act of January 31, 1862, for the south half of the northeast quarter of section eleven and the west half of the northeast quarter of the said section, the south half of the northeast quarter, and the north half of the southwest quarter of section twelve in Township thirty-three north, Range eighty-east of the Sixth Principal Meridian, Montana, containing three hundred twenty acres, belonging to the Surveyor General of the said United States.

NOW, THEREFORE, 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 hereby grant, patent, vest, and confirm, the said Conrad Land and Water Company, and to its successors and assigns forever, subject to any vested and accrued 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 for the said lands hereby granted, a right of way therein 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 the Act of March 4, 1911 and the Producers and Refiners Corporation and the Salton Oil Company may have under Section twenty-eight of the Act of February 25, 1920.

IN WITNESS WHEREOF, I, Calvin Coolidge, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

By the President: Calvin Coolidge

By: Walter A. Buell, Secretary.

Recorder of the General Land Office.
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 Hills, County of Natrona, State of Wyoming, which is more particularly described as:

A Tract of land in the N.E. 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 25, 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 Hills, 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, its 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 hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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:


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 shall 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 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 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 became 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 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
increased above 5\% by a vote of two-thirds (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 proceeding meeting. No such subsequent meeting shall be held more than 40 days following the proceeding 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 Date. 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 Association, 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 shall 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 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 Areas may be annexed to the Properties with the consent of two-thirds (2/3rd) 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 his hands and seals this 26th day of October, 1979.

ATTEST:

CEDAR WOOD RESIDENTIAL ASSOCIATION

By: [Signature]

President

Asst. President

STATE OF WYOMING
COUNTY OF NATRONA

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.

By: [Signature]

Notary Public

KAREN McVAY - Notary Public
County of Natrona
State of Wyoming