

FILED
AT 4:35 P.M.

MAR 03 1977
140948
THYRA THOMSON
SECRETARY OF STATE

ARTICLE OF INCORPORATION

OF

ANTELOPE VALLEY HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Wyoming Statutes, 1957, S 17-122.1 et seq, the undersigned, all of whom are residents of Gillette, County of Campbell, State of Wyoming, and all of whom are of full age, having this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Antelope Valley Homeowners Association, Inc., hereafter called the ASSOCIATION.

ARTICLE II

The principle office of the ASSOCIATION is located at 402 S. Kendrick, Gillette, Campbell County, Wyoming.

ARTICLE III

The address of the initial registered office of the corporation is 402 S. Kendrick, Gillette, Wyoming, 82716, and the name of the initial registered agent at such address is Leslie W. Hawley, Jr.

ARTICLE IV

The term of existence of the corporation will be perpetual, until earlier dissolved in accordance with the terms of these Articles and the Provisions of the Statutes of the State of Wyoming.

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

This ASSOCIATION does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed are to provide for maintenance,

Preservation and architectural control of the residence,

Lots and Common area within that certain tract of property described as:

A Tract of ground situated in Section 13 and 24, Township 40 North, Range 72 West of the 6th Principal Meridian, County of Cambell, State of Wyoming, being more particularly described as follows:

Commencing at the Northwest corner of said section 24; thence N 89° 04' 44" East along the North line of the NW1/4NW1/4 of said section 24 a distance of 1327.13 feet to the Northwest corner of the NE1/4NW1/4 of said Section 24; thence South 00° 04' 38" W along the West line of the NE1/4NW1/4 of said Section 24, a distance of 1334. 93 feet to the SW corner of the NE1/4 of the NW1/4 of said Section 24; thence North 89° 08' 60" East along the South line of the NE1/4NE1/4, a distance of 1326.91 feet to the SE corner of the NE1/4NW1/4 of said Section 24; thence N 89° 06' 08" E along the South line of the NW1/4NE1/4 of said Section 24, a distance of 1328.97 feet to the SE corner of the NW1/4NW1/4 of said Section 24; thence N 89° 06' 08" E along the South line of the NW1/4NE1/4 of said Section 24, a distance of 656.00 feet to a point on the West right-of-way line of Wyoming State Highway No. 59; thence along the Westery right-of-way of State Highway No. 59 the following two courses;

- 1) N 18°48'29" W a distance of 534.77 feet
- 2) N 18°47'58" W a distance of 2289.46 feet to a point on the North line of the SW1/4SE1/4 of said section 13; thence S 89°02'23" W along the North line of the SW1/4SE1/4 of said section 13, a distance of 1073.99 feet to the NW corner of the SW1/4SE1/4 of said section 13; thence S 89104'52" W along the North line of the SE1/4SW1/4 of said Section 13 a distance of 1328.84 feet to the NW corner of the SE1/4SW1/4 of said section 13; thence S 89°04'52" W along the North line of the SW1/4SW1/4 of said section 13, a distance of 1328.95 feet to the NW corner of the SW1/4SW1/4 of said section 13; thence S 90°04'43" E along the West line of the SW1/4SW1/4 of said section 13, a distance of 1342.64 feet to the SW corner of said section 13, said point being the true point of beginning, containing 216.547 acres.

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this "ASSOCIATION" for this purpose to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the ASSOCIATION as set forth by the Board of Directors, including any Declaration of Covenants, Conditions and Restrictions, which may be applicable to the property and recorded or to be recorded in the office of the County Clerk of Cambell County, Wyoming,

and as the same may be amended from time as therein provided;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the term of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the ASSOCIATION, including all licenses, taxes or governmental charges levied or imposed against the property of the ASSOCIATION;

(c) Acquire (by gifts, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, trailer, dedicate, for public use or otherwise dispose of real or personal property in connection with the affairs of the ASSOCIATION.

(d) Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred,

(e) Dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-profit Corporation Law of the State of Wyoming by law may now or hereafter have or exercise, including all powers set forth in Wyoming Statutes, 1957, Section 12-122.3.

ARTICLE VI

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the ASSOCIATION, including contract sellers, shall be a member of the ASSOCIATION.

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be apparent to and may be separate from ownership of any Lot which is subject to assessment by the ASSOCIATION.

ARTICLE VII

VOTING RIGHTS

The ASSOCIATION shall have two (2) 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 (1) vote for each Lot owned. When more than one (1) person holds interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one

(1) vote be cast with respect to any Lot.

CLASS B: The Class B member(s) shall be Declarant (as defined in the Declaration), 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 December 31, 1978.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of the ASSOCIATION shall be managed by a board of five (5) directors, who need not be members of the ASSOCIATION as long as there is a Class B membership, and the number of directors may be changed by amendment of the by-laws of the ASSOCIATION. The names and addresses of the persons who are to act in the capacity of initial directors until selection of their successors are:

JIMMY L. ANDERSON	P.O. Box 1465	Gillette, Wyoming
CAROL A. ANDERSON	P.O. Box 1465	Gillette, Wyoming
LESLIE W. HAWKEY, JR.	402 Kendrick	Gillette, Wyoming
DINAH HAWKEY	206 Horeve	Gillette, Wyoming
JACKIE KLUG	4402 Collins	Gillette, Wyoming

At the first annual meeting of the members shall select two directors for a term of one (1) year, one director for a term of two (2) years and at each annual meeting thereafter the members shall elect directors for terms as needed.

ARTICLE IX

DISSOLUTION

The ASSOCIATION may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the ASSOCIATION, the assets of the ASSOCIATION shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this ASSOCIATION was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X

The corporation will not have capital stock, will not pay a dividend of any kind except in liquidation of the corporation, and then only in the manner for dissolution as is provided in said Article.

ARTICLE XI
AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75) percent of the entire membership.

ARTICLE XII

FHA/VA APPROVAL

As long as there is a Class R membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Wyoming, we, the undersigned, constituting the incorporators of this ASSOCIATION, have executed these Articles of Incorporation this 1st day of March 1977.

JIMMY L. ANDERSON

Carol A. Anderson
CAROL A. ANDERSON

Leslie W. Hawkey, Jr.
LESLIE W. HAWKEY, JR.

Dinah Hawkey
DINAH HAWKEY

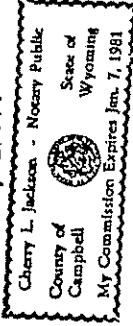
Jackie King
JACKIE KING

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

Before me, the undersigned authority, a notary public in and for Campbell County, Wyoming, on this day personally appeared JIMMY L. ANDERSON, CAROL A. ANDERSON, LESLIE W. HAWKEY, DINAH HAWKEY and JACKIE KLUG known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act and deed of ANTELOPE VALLEY HOMEOWNERS ASSOCIATION, INC., a Wyoming Corporation, and as the five incorporators thereof, and for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND and seal of office this 1 day of

March
~~February~~, 1977.



Cherry L. Jackson
NOTARY PUBLIC

STATE OF WYOMING } ss. 430 454
Campbell County }
Filed for record this 9th day of June
A. D., 19 77 at 9:16 o'clock a. M. and re-
corded in Book 379 of Photos 177.
Cherry L. Jackson
County Clerk and Ex-Officio Register of Deeds
By *[Signature]*
Deputy

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

ANTELOPE VALLEY DEVELOPMENT COMPANY, INC.
JIMMY L. and CAROL A. ANDERSON
WOLFF LAND COMPANY TRUST

TO THE PUBLIC

APRIL 15, 1977

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
ANTELOPE VALLEY HOMEOWNERS ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by ANTELOPE VALLEY DEVELOPMENT COMPANY, INC., a Wyoming Corporation, and WOLFF LAND COMPANY TRUST, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT is the owner of certain property in Campbell County, State of Wyoming, which is more particularly described upon the plat map as the same that is filed for record with the County Clerk and Recorder of Campbell County in connection with the Subdivision designated by Campbell County as "ANTELOPE VALLEY" situate in Campbell County, Wyoming, as the same is described in Exhibit "A" attached.

AND WHEREAS, in order to establish a general plan for the improvements and development of the Properties, Declarant desires to subject the Properties to certain conditions, covenants and restrictions, upon and subject to which all of the Properties shall be held, improved and conveyed.

AND WHEREAS, DECLARANT will convey the said properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW THEREFORE, DECLARANT hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real

property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, shall inure to the benefit of each Owner thereof, and which are intended not to be merely personal.

ARTICLE I
DEFINITIONS

Section 1: "Association" shall mean and refer to ANTELOPE VALLEY HOMEOWNERS ASSOCIATION, INC., a non-profit Wyoming Corporation, 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 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 Association.

Section 4: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area, if any, to be owned by the Association shall be conveyed by the DECLARANT, in one or more parcels, and shall be described and delineated on the recorded plat map in Book of Photos, Page of the records of Campbell County, Wyoming or future recorded plat maps.

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, if any, and streets therein.

Section 6: "DECLARANT" shall mean and refer to ANTELOPE VALLEY DEVELOPMENT COMPANY, INC. and WOLFF LAND COMPANY TRUST, their successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the DECLARANT for the purpose of development.

Section 7: "Member" shall mean and refer to every person or entity who holds membership in the Association.

Book 383 of Photos, page 198
Section 8: "Class A Lots" shall mean and refer to any lot upon which a residence or single family unit has been completed and has been conveyed to an owner other than the DECLARANT, or has been occupied.

Section 9: The term "covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this DECLARATION.

Section 10: The term "Board of Directors" or "Board" used herein, shall mean and refer to the duly elected Board of Directors of the Association.

ARTICLE II

NATURE AND PURPOSE OF COVENANTS

The covenants, conditions, and restrictions set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability and attractiveness of the lots and Common Area for the benefit of all Owners and lots therein. These covenants, restrictions, conditions are imposed upon DECLARANT and upon the Owners of all lots. Said covenants, conditions and restrictions are for the benefit of all lots, and shall bind the Owners of all such lots. Such covenants, conditions and restrictions shall be a burden upon and a benefit to not only the original Owner of each Lot but also his successors and assigns. All such covenants, conditions and restrictions are intended as and are hereby declared to be covenants running with the land or equitable servitudes upon the land, as the case may be.

ARTICLE III

PROPERTY RIGHTS

Section 1: OWNER'S EASEMENTS OF ENJOYMENT: Every owner shall have a right and an easement of enjoyment and use in and to the Common Area, including the bridge paths, the stables and arena and to the pressurized water system including all wells and pumps and the streets within said properties, 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 Association to assess and charge a reasonable maintenance, operation and usage fee for said water system and streets and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, including boarding fees for the stables and arena, and to impose such charge or assessment as a lien against any property for which such charge or lien has not been paid in accordance with these DECLARATION, By-Laws and Articles of Incorporation;

(b) The right of the Association to suspend the voting rights and right to use said utilities and 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 Association to dedicate or transfer all or any part of the Common Area, if any, 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 signed by two-thirds (2/3) of each Class of members agreeing to such dedication or transfer has been recorded;

(d) The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving or operating said systems and facilities and in aid thereof to mortgage said properties and the rights of such mortgages in such properties shall be subordinate to the rights of the homeowners hereunder;

(e) The right of the Association, through its Board of Directors to adopt and publish rules and regulations and usage fees with respect to said utility facilities and to determine the time and manner of use of the recreation facilities by the members.

Section 2: DELEGATION OF USE: Any owner may delegate, in accordance with the By-laws, his right of enjoyment and use in and to the Common Area, facilities and said utilities to the members of his family, his tenants, or contract purchasers who reside on the property

ARTICLE IV

USE OF RESIDENTIAL LOTS AND COMMON AREA

Section 1: USE: Each lot within the Properties, except for the Common Area and Commercially zoned lots, shall be constructed improved, use and occupied only for private residential purposes consistent with the Zoning Regulations and Builders Codes for the City of Gillette and Campbell County in effect on the date that said construction, improvements, use or occupation begins.

Section 2: ARCHITECTURAL CONTROL COMMITTEE PROPERTIES:

An Architectural Control Committee for Properties is constituted. This committee is composed of Jimmy C. Anderson, Carol A. Anderson and L. W. Hawkey, Jr. Its mailing address is 402 S. Kendrick, Gillette, Wyoming. A majority of the committee may designate a representative to act for it.

In the event of the death or resignation of any member, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation of any kind for service performed pursuant this covenant.

No building shall be erected, placed or altered on any residential lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans, specifications and plot plan have submitted, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.

Section 3: GENERAL RESTRICTIONS: There shall be no buildings or fences constructed in the open area, or bridle paths. Yards are hereby restricted to 2,000 sq. feet of grass. No chain link fences may be erected.

Once a structure has been started, it must be completed within 270 calendar days.

The owner of each lot shall insure that weeds are cut prior to July 15th of each year if necessary to prevent subsequent fire hazard.

Section 4: PETS AND OTHER ANIMALS: Dogs, cats, of usual and ordinary household pets may be kept in any dwelling unit upon a lot, (not to exceed a total of two (2) pets may be kept, provided they are not kept, bred, and maintained for any commercial purpose). Except as hereinabove provided, no animals, livestock, other than horses, birds or poultry shall be brought within the Properties or kept on any lot thereon. Horses may be boarded at the Equestrian Center only. Subject to the fees, rules, and regulations adopted by the Association. No boarding of horses shall be allowed on any lot.

Section 5: COMMERCIAL USE: No part of the residential Properties shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or such other non residential purposes including but not limited to stores, shops, repair shops, storage or repair garage, restaurant, dance hall, or other public place of amusement, except BUILDERS, its successors or assigns, may use the Properties for a model home site, and display and sale office during the construction and sales period.

Section 6: SIGNS: Signs shall not be permitted other than a "For Sale" sign not to exceed 18" x 24" in size and posed in accordance with local laws and regulations.

Section 7: OTHER STRUCTURES: No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat, truck larger than a three-quarter (3/4) ton pickup, or similar equipment shall be permitted to remain upon any property with the Properties, unless placed or maintained within an enclosed garage.

Section 8: DRILLING: No oil drilling, oil development oil defining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot or within five hundred (500) feet below the surface of the Properties. No derrick or other structures designed for use in boring for oil and natural gas shall be erected, maintained or permitted upon any lot.

Section 9: TRASH COLLECTION: All rubbish, trash and garbage shall be regularly removed from the Properties, and shall not be allowed to accumulate thereon. Each lot owner shall be responsible for arranging for private monthly pick-up and removal of garbage. All clothes lines, refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any lot, unless obscured from view of adjoining lots and streets, by a fence or appropriate screen. Each Owner shall be responsible for insuring that water drainage is continuous in the portion of the lot which adjoins the roadways in front of the lots.

Section 10: OFFENSIVE ACTIVITY: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 11: CONSTRUCTION: All construction shall be new and be placed on a permanent foundation. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,500 square feet; except that where the said principal dwelling is a 1-1/2 or 2-story dwelling, the minimum may be reduced to 800 square feet of ground floor area, provided that the total living area of the 1-1/2 or 2-floors is not less than 1/500 square feet of finished construction. No owner, contractor or developer shall erect a fence in the front yard of a dwelling greater than 36" in height.

Section 12: COVENANTS: These covenants are to run with the land and shall be binding on all parties and all persons

claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to the change of said covenants in whole or in part.

Section 13: WATER METERS: It shall be the responsibility of the landowner in possession to insure that a functional and operative water meter is installed at each dwelling.

Section 14: COMMON AREA: The Common Area shall be maintained in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon.

Section 15: ENFORCEMENT: Enforcement shall be by proceedings at law or equity against any person or persons in accordance with the provisions contained herein.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS

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

Section 2: The Association 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 owner. 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. When two or more persons are stockholders in a corporation holding an interest in any Lot, one, and only one, shall be a member of voting purposes.

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:

12,000 gallons of water per month, and the Association shall establish a rate to be charged to each lot exceeding 12,000 gallons of water usage per month in an effort to restruct each lot to said amount.

(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 yearly not more than ten percent (10%) 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 ten percent (10%) 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.

Section 4: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:

In addition to the annual assessment 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 said utilities, streets, and Common Area, if any, 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 & QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 4:

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) 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 meeting. No such

subsequent meeting shall be called more than sixty days

following the preceding meeting.

Section 6: RATE OF ASSESSMENT: Both annual and special assessments must be fixed at uniform rate for all Class A Lots, and Class B Lots, provided, however, that the assessments on all Class B Lots shall be fixed at twenty-five (25%) of the amount of the assessments upon all Class A 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 each Lot on the first day of the month following the conveyance of such Lot by DECLARANT. 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, and, unless otherwise provided, the Association or its assigns shall collect each month from the owner of each Lot one-twelfth (1/12) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8: EFFECT OF NONPAYMENT OF ASSESSMENT - REMEDIES OF THE ASSOCIATION.

(a) Delinquency: Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$10.00 per each delinquent assessment, plus interest at the rate of ten percent (10%) per annum on such assessment.

(b) Creation of Lien: The amount of all delinquent regular and special assessment plus interest thereon and any expense reasonably incurred in collecting and/or enforcing such assessments, including reasonable attorney's fees, shall be and become a lien upon the lot so assessed, which shall attach to the lot as of the time the Association causes to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which shall state:

i. the amount of the delinquent assessment and such related charges as may be authorized by this

Declaration;

ii. the name of the Owner of record or reputed Owner of the lot;

iii. a description of the lot against which the lien has been assessed.

The Notice shall be signed by two officers of the Association.

The assessment lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the lot after the recordation of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be instituted foreclose the lien until notice of intention to proceed to foreclose the lien has been delivered by the Association to the Owner of the lot affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the Owner or the Association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage and convey such lot upon its purchase. Upon payment of the full amount secured by an

assessment lien, including all authorized charges in accordance with the foregoing, or upon any other satisfaction duly made in connection therewith, the Association shall cause to be recorded a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien. Any assessment lien as to any lot shall at all times be subject and subordinate to any mortgage or deed of trust on the lots which is created in good faith and for value and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a lot, the interest in the lot of the purchaser at the foreclosure sale may be subjected to a lien to secure assessments levied on the lot in the same manner as provided above in this Article.

c. Curing of Default: Upon the timely curing of any default for which a notice if claims or lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment of the defaulting Owner, of a fee to be determined by the Association, but not to exceed Fifteen Dollars (\$15.00) to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

d. Cumulative Remedies: The assessment lien and the rights to judicial foreclosure thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

e. Mortgage Protection Clause: No breach of the covenants, conditions or restrictions herein contained, nor any lien created hereby, shall defeat or render invalid the lien of any

mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against the Owner whose title is deprived through foreclosure of trustee's sale, or otherwise.

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. 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 release such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. INSURANCE ASSESSMENTS: The Board of Directors,

or its duly authorized agent, shall have the authority to and shall obtain insurance for the buildings and improvements subject to the jurisdiction of the Association, excepting of course individually owned residences and other structures, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacements cost of any repair or construction work in the event of damage or destruction from any hazard, and shall also obtain a board form public liability policy covering all Common Area, if any, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition

as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then any negotiate with any contractor who shall be required to provide a full performance and payment bond for the repair, reconstruction of rebuilding of such destroyed building, buildings, or other improvements. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding, the same condition as formerly, the Board of Directors shall levy a special assessment against all owners in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained to make up any deficiency. In the event such insurance proceeds exceed the cost of repair and construction, such excess shall be paid over to the owners in such proportions as the Board of Directors deem fair and equitable.

ARTICLE VII

The Board of Directors may in its discretion appoint a Management Committee composed of three (3) or more representatives, one (1) Board member and two (2) owners to supervise the management of the maintenance, preservation and use of the utilities, Common Area, if any, and related facilities described hereto.

ARTICLE VIII

CAMPBELL COUNTY COMMISSIONERS

Pursuant to the Subdivision Regulation of Campbell County, Wyoming, in the event the Association shall fail to maintain the common facility in a reasonable order and condition in accordance with the original plan submitted with the final subdivision plat, the Board of County Commissioners shall serve

written notice upon such organization or upon residents involved, setting forth the manner in which the Association has failed to maintain the facility in a reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof, which shall be held within fourteen (14) days of the notice. At such hearing, the County may modify the terms of its original notice as to the deficiencies, and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof are not corrected within said thirty (30) days or any extension thereof, the County, in order to preserve the taxable values of the property contained within the subdivision, and to prevent the common facilities from becoming a public nuisance and public liability, may undertake to maintain the same for a period of one (1) year. Before the expiration of said year, the County, upon its initiative or upon the written request of the Association therefore responsible for the maintenance of the common facility, call a public hearing upon notice to such Association and to the residents involved, to be held by the Board of County Commissioners, at which hearing such Association and/or the residents shall show cause why such maintenance by the County shall not, at the election of the county, continue for a succeeding year. If the Board of County Commissioners shall determine that such Association is ready and able to maintain said common facility in a reasonable condition, the county shall cease to maintain said Common facility at the end of said year.

The cost of such maintenance by the County shall be paid by the owners of the properties within the subdivision that have a right to enjoyment or use of the common facility involved and any unpaid assessments shall become a tax lien in the office of the County Clerk upon the property affected by such lien within the subdivision, and shall certify such unpaid assessments to the County Treasurer for collection,

enforcement and remittance of general property taxes in the manner provided by law.

The Association may not be dissolved without the prior permission of the Board of County Commissioners.

ARTICLE IX

GENERAL PROVISIONS

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

Section 2: SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment 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-five (25) 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-five (25) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty-five percent (65%) of the Lot Owners. Any amendment must be recorded.

Section 4: 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 Administrations: Annexation of additional properties, or amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 17th day of July, 1977.

[Signature]
JIMMY L. ANDERSON

[Signature]
CAROL A. ANDERSON

WOLFF LAND COMPANY TRUST

by [Signature]
JAMES A. WOLFF, Trustee

by [Signature]
RAYMOND R. WOLFF, Trustee

STATE OF WYOMING)
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 17th day of July, 1977 by JIMMY L. ANDERSON CAROL A ANDERSON, and JAMES A. WOLFF and RAYMOND R. WOLFF Trustees for Wolff Land Company Trust.

Jackie Lee K. Klug - Notary Public
County of Campbell State of Wyoming
My Commission Expires May 23, 1980

[Signature]
NOTARY PUBLIC

EXHIBIT "A"

A Tract of ground situated in Section 13 and 24, Township 49 North, Range 72 West of the 6th Principal Meridian, County of Campbell, State of Wyoming, being more particularly described as follows:

Commencing at the NW corner of said Section 24, thence N 89°04'44" E along the North line of the NW 1/4 of the NW 1/4 of said Section 24 a distance of 1327.13 feet to the NW corner of the NE1/4 of the NW1/4 of said Section 24; thence S 00°04'38" W along the West line of the NE1/4 of the NW1/4 of said section 24; a distance of 1334.03 feet to the SW corner of the NE1/4 of the NW1/4 of said Section 24; thence N 89°08'40" E along the South line of the NE1/4 of the NW1/4, a distance of 1326.91 feet to the SE corner of the NE1/4 of the NW1/4 of said Section 24; thence N89°06'08" E along the South line of the NW1/4 of the NE1/4 of said section 24, a distance of 1328.97 feet to the SE corner of the NW1/4 of the NE1/4 of said Section 24; thence N89°06'08" E along the South line of the NE1/4 of the NW1/4 of said Section 24, a distance of 656.00 feet to a point on the West right-of-way line of Wyoming State Highway 59; thence along the Westerly right-of-way line of State Highway 59 the following two courses:
 1) N 18°48'29" W a distance of 584.77 feet 2) N18°47'58" W a distance of 2280.46 feet to a point on the North line of the SW1/4 of the SE1/4 of said Section 13; thence S89°02'23" W along the North line of the SW1/4 of the SE1/4 of said Section 13; a distance of 1073.99 feet to the NW corner of the SW1/4 of the SE1/4 of said section 13; thence S 89°04'52" W along the North line of the SE1/4 of the SW1/4 of said Section 13 a distance of 1328.84 feet to the NW corner of the SE1/4 of the SW1/4 of said Section 13; thence S89°04'52" W along the North line of the SW1/4 of the SE1/4 of said section 13, a distance of 1328.85 feet to the NW corner of the SW1/4 of the SE1/4 of said section 13; thence S 00°04'43" E along the west line of the SW1/4 of the SE1/4 of said section 13; a distance of 1342.64 feet to the SW corner of said section 13, said point being the TRUE POINT OF BEGINNING.

Containing 216.547 acres more or less.

STATE OF WYOMING }
 Campbell County } ss. *James J. ...*
 Filed for record this 12th day of July
 A. D., 19 77 at 9:00 o'clock
 recorded in Book 383 of PHOTOS M. and re-
 on page 196 Fees \$ 32.75
James J. ...
 County Clerk and Ex-Officio Register of Deeds
 By *James J. ...* Deputy

ANTELOPE VALLEY IMPROVEMENT AND SERVICE DISTRICT
CAMPBELL COUNTY, WYOMING

524537

PHASE I Book 661 of Photos, Page 159

A Tract of ground situated in Section 13 and 24, Township 49 North, Range 72 West of the 6th Principal Meridian, County of Campbell, State of Wyoming, being more particularly described as follows:

Commencing at the NW corner of said Section 24, thence N 89°04'44" E along the North line of the NW 1/4 of the NW 1/4 of said Section 24 a distance of 1327.13 feet to the NW corner of the NE 1/4 of the NW 1/4 of said Section 24; thence S 00°04'30" W along the West line of the NE 1/4 of the NW 1/4 of said section 24 a distance of 1334.03 feet to the SW corner of the NE 1/4 of the NW 1/4 of said Section 24; thence N 89°00'40" E along the South line of the NE 1/4 of the NW 1/4, a distance of 1326.91 feet to the SE corner of the NE 1/4 of the NW 1/4 of said Section 24; thence N 89°06'00" E along the South line of the NE 1/4 of the NW 1/4 of said section 24, a distance of 1328.97 feet to the SE corner of the NW 1/4 of the NW 1/4 of said Section 24; thence N 89°06'08" E along the South line of the NE 1/4 of the NW 1/4 of the NW 1/4 of said Section 24, a distance of 656.00 feet to a point on the West right-of-way line of Wyoming State Highway 59; thence along the Westerly right-of-way line of State Highway 59 the following two courses:
1) N 18°48'29" W a distance of 584.77 feet 2) N 18°47'58" W a distance of 2280.46 feet to a point on the North line of the SW 1/4 of the SW 1/4 of said Section 13; thence S 89°02'23" W along the North line of the SW 1/4 of the SW 1/4 of said Section 13; a distance of 1073.99 feet to the NW corner of the SW 1/4 of the North line of section 13; thence S 89°04'52" W along the North line of the SE 1/4 of the SW 1/4 of said Section 13 a distance of 1328.84 feet to the NW corner of the SE 1/4 of the SW 1/4 of said Section 13; thence S 89°04'52" W along the North line of the SW 1/4 of the SW 1/4 of said section 13, a distance of 1328.85 feet to the NW corner of the SW 1/4 of the SW 1/4 of said section 13; thence S 00°04'43" E along the west line of the SW 1/4 of the SW 1/4 of said section 13; a distance of 1342.64 feet to the SW corner of said section 13, said point being the TRUE POINT OF BEGINNING.

Containing 216.547 acres more or less.

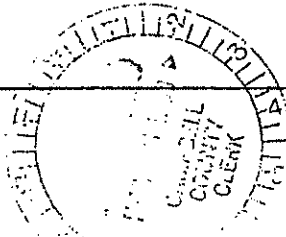
PHASE II

THOSE PORTIONS OF THE N 1/4 AND THE S 1/4 AND THE S 1/4 OF THE N 1/4 OF SECTION 13, LYING WEST OF THE WESTERLY RIGHT-OF-WAY OF WYOMING HIGHWAY NO. 59, T49N, R72W, OF THE 6TH PM, CAMPBELL COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

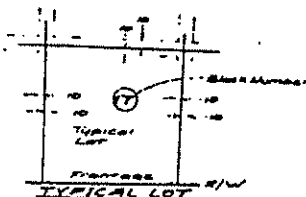
BEGINNING AT THE W 1/4 CORNER OF SECTION 13; THENCE NO-01-43W ALONG THE WEST BOUNDARY OF SAID SECTION 13 FOR A DISTANCE OF 1343.68', TO THEN N 1/16 CORNER BETWEEN SECTIONS 13 AND 14; THENCE N 89-06-56E ALONG THE N 1/16 LINE OF SECTION 13 FOR A DISTANCE OF 2663.36'. TO THE N 1/16 CORNER OF SAID SECTION 13; THENCE N 89-06-41E CONTINUING ALONG THE N 1/16 LINE OF SECTION 13 FOR A DISTANCE OF 162.64' TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF WYOMING HIGHWAY NO. 59; THENCE S 18-46-59E ALONG SAID WESTERLY RIGHT-OF-WAY FOR A DISTANCE OF 2819.16' TO ITS INTERSECTION WITH THE S 1/16 LINE OF SAID SECTION 13; THENCE S 89-02-23W ALONG THE S 1/16 LINE OF SECTION 13 FOR A DISTANCE OF 1073.99' TO THE S 1/16 CORNER OF SAID SECTION 13; THENCE S 89-04-53W CONTINUING ALONG SAID S 1/16 LINE OF SECTION 13 FOR A DISTANCE OF 2657.70' TO THE S 1/16 CORNER BETWEEN SECTIONS 13 AND 14; THENCE NO-05-13N ALONG THE WEST BOUNDARY OF SAID SECTION 13 FOR A DISTANCE OF 1342.12' TO THE POINT OF BEGINNING. CONTAINING 202.12 ACRES MORE OR LESS.

1-26-51 Books 674 photos
Page 34

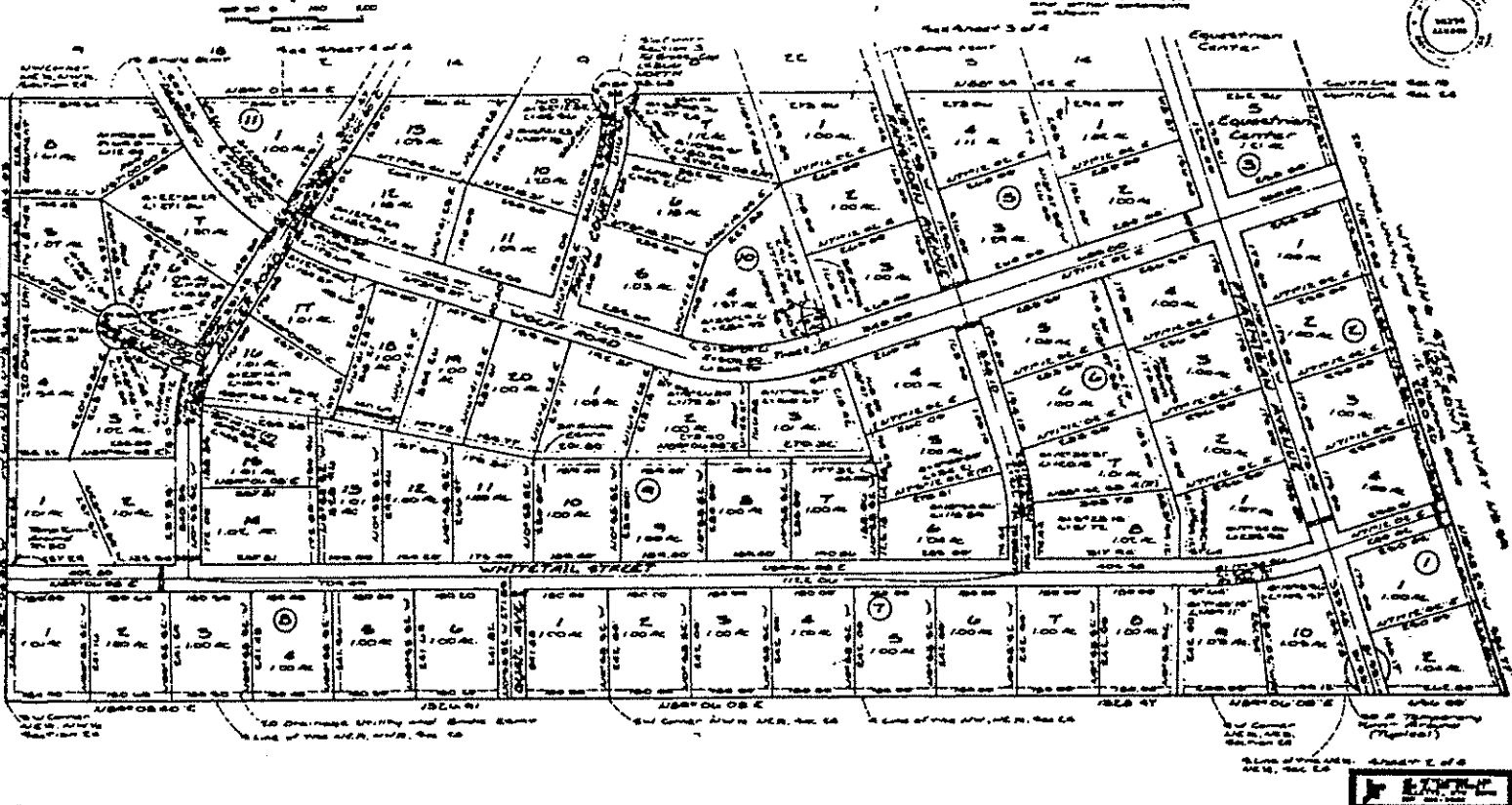
ANTELOPE VALLEY



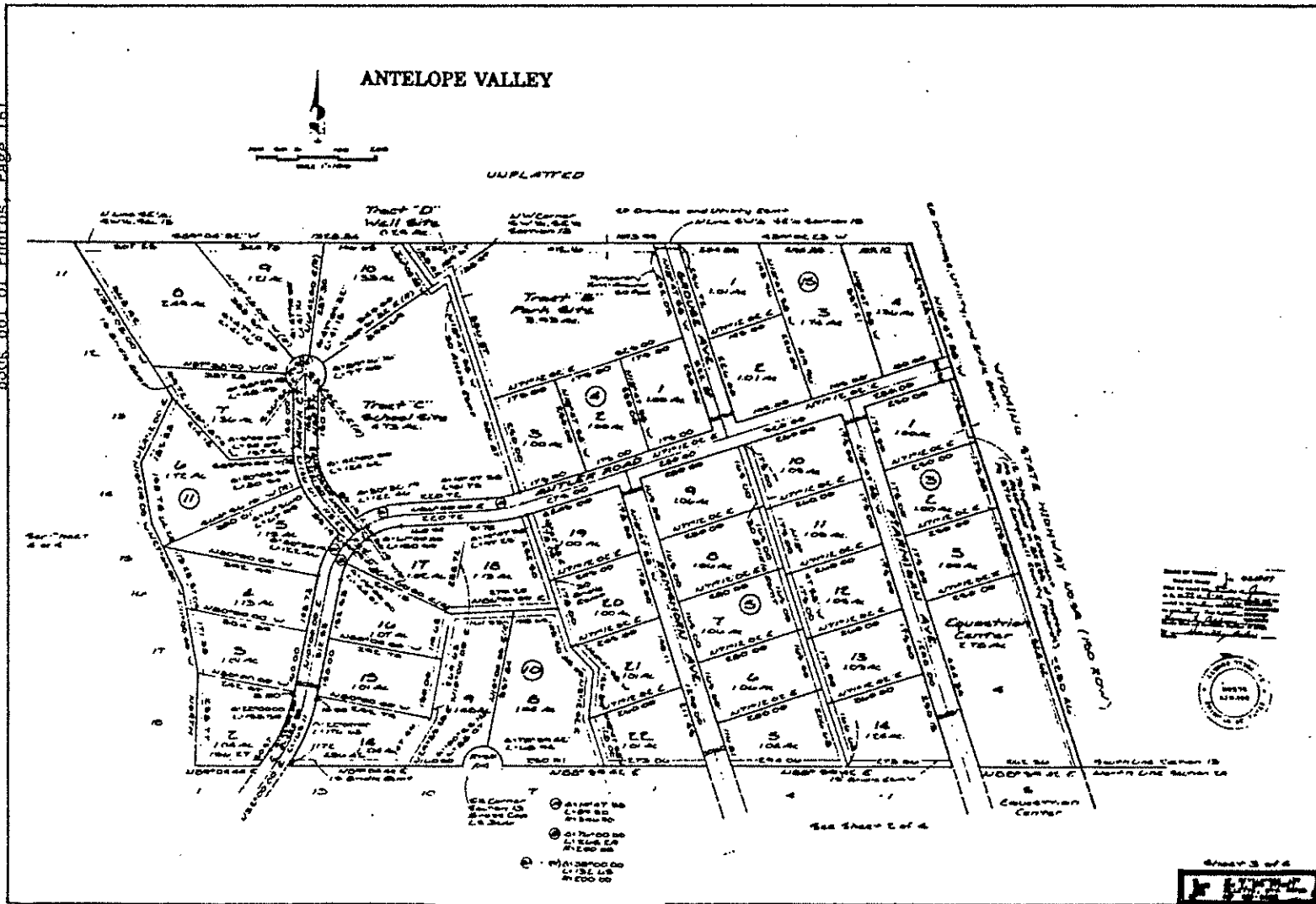
*Bush Court is now
Dana Trail Court*



NOTES:
1. All lots are to be developed in accordance with the Antelope Valley Ordinance No. 100, as amended.
2. The minimum lot area is 100 square feet.
3. The minimum frontage is 20 feet.
4. The minimum depth is 100 feet.
5. The minimum setback is 5 feet.
6. The maximum height is 12 feet.
7. The maximum number of units is 2.
8. The maximum density is 20 units per acre.
9. The maximum floor area ratio is 0.5.
10. The maximum parking ratio is 1.0.
11. The maximum lot coverage is 30%.

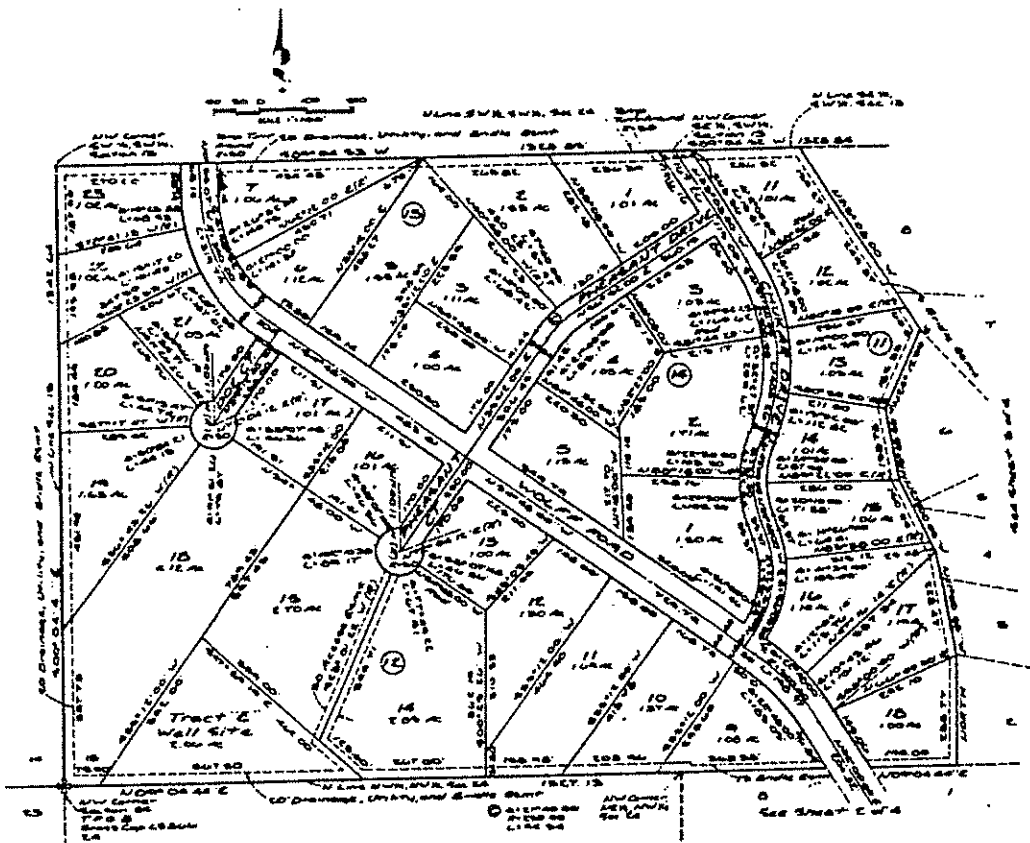


1951
12-28



2 of Plate Page 71

ANTELOPE VALLEY



ALL RIGHTS RESERVED
 BY THE
 UNITED STATES
 GEOLOGICAL SURVEY
 WASHINGTON, D. C. 20540

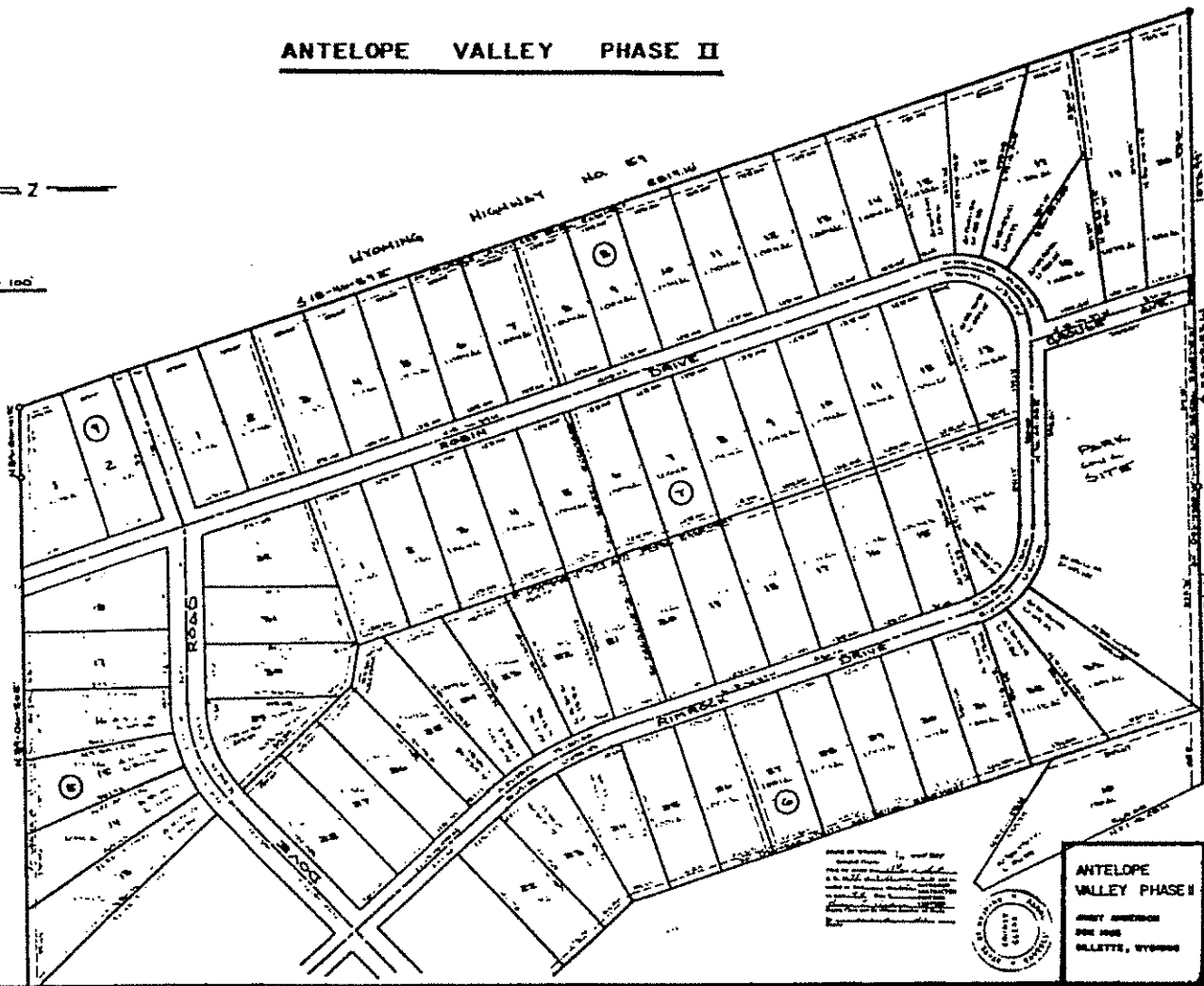


F 1000

ANTELOPE VALLEY PHASE II



SCALE 1" = 100'



THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY RECORD AS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF WYOMING, UNDER RECORD NO. 100-100-100-100.

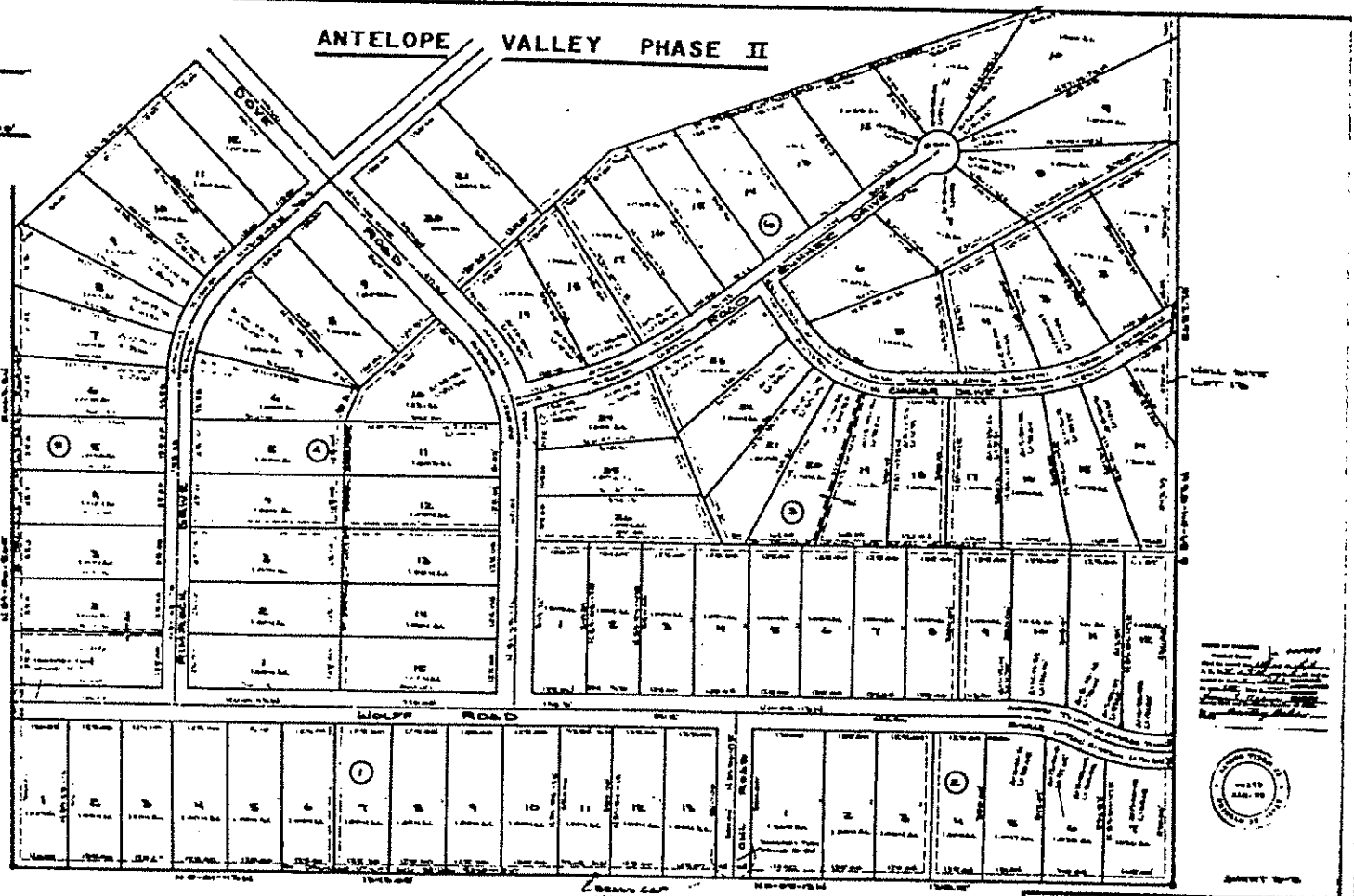


ANTELOPE VALLEY PHASE II
 FIRST AMENDMENT
 FOR THE
 BELLEVUE, WYOMING

DAVIS SURVEYING
 210 SUTLER STREET
 BELLEVUE, WYOMING
 (307) 833-0000

SHEET 2-2

SCALE 1" = 100'



ANTELOPE VALLEY PHASE II
 DAVIS SURVEYING
 60 BUTLER AVENUE
 CHELSEA, WYOMING
 3097 608-0000

STATE OF WYOMING } ss.
Campbell County

Filed for record this 3rd day of Feb. A.D., 19 83 at 2:00 o'clock P.M. and recorded in Book 661 of Photos

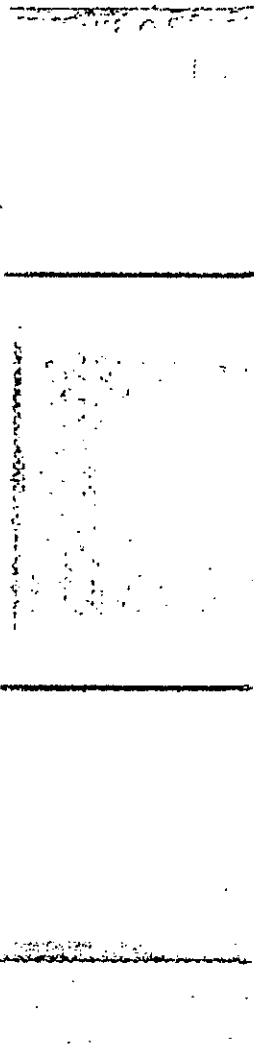
159 on page 14.00

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Shirley E. Addison Deputy
County Clerk and Ex-Officio Register of Deeds

524537

By Deputy



DISCLOSURE STATEMENT
FOR
RESUBDIVISION OF LOTS 4&5, BLOCK 3
ANTELOPE VALLEY SUBDIVISION

This disclosure statement has been prepared in an effort to provide general information to the Public related to the construction and maintenance of improvements and condition of services that are to be provided within this subdivision. This document shall be kept at the County Clerk's Office and shall be available upon request to the Public.

Construction, operation and/or maintenance, and financial responsibilities for the following improvements and/or services for this subdivision are described as follows:

1. ROADS

The roads will be maintained by Antelope Valley Improvement and Service District.

2. ACCESS

Access to these lots shall be by Ptarmigan Avenue and Wolff Road.

3. WATER SUPPLY

Water is available from the Antelope Valley Improvement and Service District.

4. SEWAGE DISPOSAL

Sewage disposal shall be the responsibility of the property owner with individual septic systems to be installed and maintained in accordance with the Campbell County Engineer's Office Regulations.

5. RESTRICTIVE COVENANTS

There are restrictive covenants on file in the Office of the County Clerk. All lots are subject to all easements, reservations, restrictions, and encumbrances of record to include, but not be limited to, the Declaration of Covenants, Conditions and Restrictions for Antelope Valley Homeowner's Association, recorded in Book 383 of Photos, Page 196-213, and any amendments thereto.

6. HOME OWNERS ASSOCIATION

Home Owners Association Covenants are on file with the County Clerk's Office. The fees and assessment are outlined in the Home Owners Association Covenants.

7. GARBAGE DISPOSAL

Garbage disposal will be the responsibility of the property owner and shall be removed not less than twice per month.

8. TELEPHONE SERVICE

Telephone service will be the responsibility of each property owner.

9. CABLE TELEVISION SERVICE

Cable service will be the responsibility of each property owner.

10. ROAD AND TRAFFIC CONTROL SIGNS

Road and traffic control signs will be installed by the developer at his expense and maintained by the Antelope Valley Improvement and Service District.

11. STREET LIGHTING

Any street lighting will be the responsibility of the Antelope Valley Improvement and Service District. Outdoor lighting will be the land owner's responsibility.

12. CULVERTS AND DRAINAGE

The individual property owners will be responsible to provide and install culverts for drainage at their respective lot approaches to the roadway. The maintenance of the culverts at the lot approaches will be the responsibility of the respective property owners. Culverts must be installed as per Campbell County Specifications.

13. ZONING

At the time of this resubdivision, lots 4A, 4B, 5A and 5B, Block 3 are zoned R-1, Single Family Dwelling. Surrounding lots within the subdivision are R-1, Single Family; R-2, Two-Family; and R-4, Multi-Family. Land across Highway 59 is currently used as farmland, however, is unzoned. Prospective buyers should, in the County Engineer's Office, verify zoning and allowable uses prior to purchase.

14. FIRE PROTECTION

Fire protection is provided by the Campbell County Fire Department. The fire department recommends that the street address of each property in this subdivision be prominently displayed at the individual approaches to the roadway. Response time for fires within the subdivision is estimated to be 5 (five) minutes.

15. BUILDING CODES

Builders are required to meet the Plumbing, Electrical, Septic, Building and Fire Codes adopted by the County. Permits are available at the County Engineer's Office.

16. ELECTRICITY

Electricity will be provided to each lot by the developer; any service thereafter will be the lot owners responsibility. Electricity is served by Powder River Energy Corporation.

17. MINERAL RIGHTS

Fee Interest in mineral ownership is not held as part of the surface ownership. Mineral exploration of subsurface minerals may occur.

18. WILDLIFE

The immediate area of the proposed subdivision is Mule Deer yearlong and American Pronghorn Antelope yearlong range. Prospective purchasers of lots should be aware that damage to ornamental shrubs, trees and gardens can be anticipated and they should be prepared to protect these items with fences and/or repellent sprays.

