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STATE OF WYOMING)
COUNTY OF CAMPBELL)

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

TO THE PUBLIC

August 21, 1978

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
ANTELOPE VALLEY HOMEOWNERS ASSOCIATION
PHASE II

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 PHASE II" 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 nonprofit 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. Pursuant to agreements entered into by ANTELOPE VALLEY HOMEOWNERS ASSOCIATION, INC. the original subdivision known as ANTELOPE VALLEY SUBDIVISION as platted and filed for record at Book 2 of Plats in pages 69 through 72 shall proceed to jointly manage and maintain the water system constructed throughout the two subdivisions with the Association above named, all other facets of the operation of the association shall be performed severally as to the ANTELOPE VALLEY HOMEOWNERS ASSOCIATION, INC. and shall be pursuant to these Covenants, Conditions and Restrictions.

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 street 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 assign 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.

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. Those 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 pressurized water system including all wells and pumps and the streets within said properties, which shall be appurtenant to and shall pas with the title to every Lot, subject to the following provisions:

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 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, ByLaws 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 twothirds (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 Bylaws, 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 Bylaws, 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 hereby constituted. This committee is compiled of Jimmy L. Anderson, Carol A. Anderson and Leslie 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 to 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 been 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. Yards are hereby restricted to 2,000 sq. feet of grass. 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, or 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. 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 one (1) 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 pickup 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 garages, of 1,200 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 1,200 square feet of finished construction. An additional excretion shall exist pertaining to the lots located in Block's 1, 2, 4, 5, 8, and 9 and lots 1 through 13 and 28 through 32 of Block 7 and lots 1 through 12 of Block 3 which shall have a minimum constructed area of 1,050 square feet, 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 AND CULVERTS: It shall be the responsibility of the landowner in possession to insure that a functional and operative water meter is installed at each dwelling.

Each contractor and/or landowner is responsible for putting in proper size culverts and proper drainage to correspond with water drainage plan.

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.

a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B

membership. (upon the conveyance of 75% of the units), or
b) On December 31, 1980.

ARTICLE VI

COVENANTS 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, or more frequent if necessary for operating reasons, assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The 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 assessments, together with interest, cost, 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 Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the maintenance, preservation and operation of the pressurized water system, including wells, and pumps, streets, and of the Common Area.

Section 3: MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following conveyance of the first Lot to an Owner, the maximum equal assessment shall be Two Hundred Forty (\$240.00) per lot. Twenty (\$20.00) dollars per month said Twenty Dollars entitling each lot 12,000

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 case 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 held more than sixty (60) 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 DATE: 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.

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. Twelve Dollars & 50 (\$12.50) Dollars per month of the \$20.00 assessment per lot shall be paid to the ANTELOPE VALLEY HOMEOWNERS ASSOCIATION, INC. to defray the expenses of the water system and shall be used by both associations to efficiently maintian the pressurized water systems.

a) From and after January 1 of the year immediatley 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 CAPTIAL IMPROVEMENTS:

In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a speacil assessment appliable 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 captial 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-third (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

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 or 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 Owners 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 purchase 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 of 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 effect 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 or 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 Regulations 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 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 their hands and seal this 11 day of September, 1978.

WOLFF LAND COMPANY TRUST

ANTELOPE VALLEY DEVELOPMENT COMPANY, INC.

by James Wolff
JAMES WOLFF

BY Jimmy L. Anderson
JIMMY L. ANDERSON

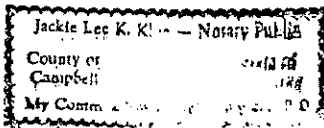
by Raymond Wolff
RAYMOND WOLFF

by Carol A. Anderson
CAROL A. ANDERSON

STATE OF WYOMING)
COUNTY OF CAMPBELL)

On this 11 day of Sept August, 1978, before me personally appeared Jimmy L. Anderson and Carol A. Anderson, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary/Treasurer of Antelope Valley Development Company, Inc. and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Jimmy L. Anderson and Carol A. Anderson acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 11 day of Sept., 1978.



Jackie Lee Kline
NOTARY PUBLIC

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged this 11
day of Sept., 1978 by JAMES WOLFF and RAYMOND WOLFF
for the WOLFF LAND COMPANY TRUST.

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

Jackie Lee Klug
NOTARY PUBLIC

STATE OF WYOMING

Campbell County
Filed for record this 13th day of Sept 1978 at 9:30 o'clock A. M. and recorded in Book 436
of 144735 Photos on page 182 Fees \$ 43.00

Clairmont E. Addison
County Clerk and Ex-Officio Register of Deeds
RECORDED ✓
ABSTRACTED ✓
INDEXED ✓
CHECKED ✓
By Raymond Wolff
Deputy

STATE OF WYOMING)
) SS
COUNTY OF CAMPBELL)

Book 631 of Photos, Page 237

516700

July 1, 1981

TO THE PUBLIC

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
ANTELOPE VALLEY HOMEOWNERS ASSOCIATION
PHASE II

THIS AMENDMENT to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ANTELOPE VALLEY HOMEOWNERS ASSOCIATION PHASE II hereinafter referred to as the DECLARATION as recorded in Book 436 of Photos pages 183 through 201 in the office of the Campbell County Clerk and Recorder shall be effective once signed and acknowledged by seventy-five percent (75%) of the lot owners in PHASE II of ANTELOPE VALLEY SUBDIVISION and properly recorded.

WHEREAS the desire of the undersigned lot owners is that the DECLARATION be amended so as to allow all business and activities of the PHASE II ANTELOPE VALLEY HOMEOWNERS ASSOCIATION to be conducted through the ANTELOPE VALLEY HOMEOWNERS ASSOCIATION INCORPORATED the DECLARATION shall henceforth be amended in the following sections only so as to make these sections read as directed below.

Article I, Section 3 found in Book 436 of Photos page 183 shall read:

"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.

Article VI, Section 3 found in Book 436 of Photos pages 191 and 192 shall read:

MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following conveyance of the first Lot to an Owner, the maximum equal assessment shall be Two Hundred Forty (\$240.00) per lot. Twenty (\$20.00) dollars per month said Twenty dollars entitling each lot 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 restrict each lot to said amount. The \$20.00 assessment per lot shall be paid to the ANTELOPE VALLEY HOMEOWNERS ASSOCIATION, INC.

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.

IN WITNESS to our assent to the above AMENDMENTS to the DECLARATION we the undersigned lot owners in PHASE II ANTELOPE VALLEY have hereunto set our hands on the dates set forth.

Block 6 Lot 6 this 25th day of June, 1981.
By Jack H. Haselbush Corrie R. Haselbush

Block 3 Lot 7 this 7 day of July, 1981.
By Carol G. Anderson

Block 3 Lot 20 this 7 day of July, 1981.
By Carol G. Anderson

Block 3 Lot 13 this 7 day of July, 1981.
By Carol G. Anderson

Block 3 Lot 21 this 7 day of July, 1981.
By Carol G. Anderson

Block 3 Lot 26 this 7 day of July, 1981.
By Carol G. Anderson

Block 4 Lot 14 this 7 day of July, 1981.
By Carol G. Anderson

Block 4 Lot 2 this 7 day of July, 1981.
By Carol G. Anderson

Block 5 Lot 1 this 7 day of July, 1981.
By Carol G. Anderson



STATE OF WYOMING)
) SS
COUNTY OF CAMPBELL)

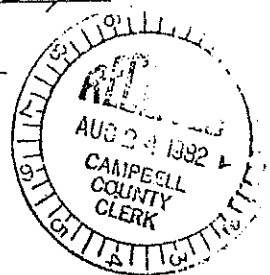
Book 631 of Photos, Page 259

The foregoing instrument of AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ANTELOPE VALLEY HOMEOWNERS ASSOCIATION PHASE II consisting of twenty-three pages including this one, was acknowledged before me on the above specified dates by Jack R. Haselbush, Connie R. Haselbush, Carol A. Anderson, Craig Stute, Wayne C. Buck, Harry E. Tate, Shirley A. Tate, C. Nelson Futch, Betty Futch, Morris M. Grud, Keith W. Udem, Rollis K. Udem, Boyd A. Karren, Elilia J. Karren, Doug Mulkey, Alice E. Alm, W. Carter Hope, Theresa M. Fichter, Henry Fichter, Bruce R. Greene, Howard E. Lowry, Jr., Robert G. Chubb, Jeanette Langdon, Randy Langdon, Jerald Anderson, Mona Anderson, Elizabeth Hopper, Michael Hopper, Linda Millicia, Nicholas Millicia, Ed Balloz, B. J. Balloz, C. E. Moore, Jr., June P. Moore, Charles E. DeLoach, Phyllis L. DeLoach, Jeff G. Jacobson, Vicki L. Jacobson, Nancy Wicks, Elvin W. Wicks, Roger A. Melnitz, Lillian E. Martin, Adam F. Martin, Norman L. Prager, Tina M. Prager, Sylvia Husted, Margaret Branson, Jim Branson, Deanne Dinsmoore, Doug Dinsmoore, Debra Chapman, Kenneth E. Chapman, Don Treadway, Ruth Treadway, Cindy L. Packard, James Packard, Leroy Dike, Sally Dike, Larry J. Ashby, Peggy E. Ashby, George Van Buren, Marilyn Van Buren, K. A. Baumgartner, John W. Hopkins, Patricia M. Hopkins, James H. Cassady, Deborah D. Cassady, Beverly Filbert, Ron Filbert, Maxine M. Hoepfner, Louis L. Hoepfner, Richard E. Hespe, Connie R. Hespe, Michael D. Heins, Mary K. Heins, Paul J. Shattuck, Gail R. Shattuck, Kathy Hunt, Robert D. Hunt, J. L. Matthews, Emily H. Matthews, William C. Watt, Lora L. Watt, William F. Craig, Deborah M. Craig, Marjorie A. Conner, Thomas H. Conner, Gerald F. Boles, Patricia Boles, Michael M. Boles, Patsy R. Boles, Daniel J. Bucklin, Vicki A. Bucklin, Kenneth R. W. Brown, Jennie E. Brown, Duane D. Kaper, Maxine E. Kaper, Mark Ted Westphal, Cheryl Lynn Westphal, Howard Green, Jr., Betty Green, Lynn R. Ranum, Sharon F. Ranum, Raymond R. Wolff, Phyllis F. Wolff, James A. Wolff, M. Joan Wolff, T. E. McCort, Bette J. McCort, Patrick J. Mannion, Catherine J. Mannion, Bayard L. Rhoades, Terry L. Rhoades, Toby Ann Drew, Larry A. Drew, James A. Little, Mavis G. Little, John C. Hull, Jeanne L. Hull, Philip J. Jenson, Marlise D. Jenson, Warren C. Swiger, Waltrand M. Swiger, LaVon Nemece, Anthony T. Nemece, Michael K. Walker, Jacquelyn B. Walker, Melvin L. Antrim, Fleeta F. Antrim, Michael Willis, Janis Willis, David J. Jeremiah, Gary R. Gilman, Patricia A. Gilman, Charles L. Butz, Dona L. Butz, Bryce E. Bay, Patricia M. Bay, John R. Gutierrez, Rosalia Gutierrez, James M. Lloyd, Cathaleen P. Lloyd, Gerald R. Miller, Delain N. Miller, William L. Hayes, Susan Elaine Hayes, Jerry Hughes, Judith Hughes, Charles R. Topp, Barbara Topp, Michael G. Kipp, Terry Oistad, Wendy Oistad, Jimmy L. Anderson, Regina F. Schiano, Thomas P. Schiano, Steven J. Kettelkamp, Gail Kettelkamp, Ken Hoffner, Gail K. Hoffner, Chase L. Caldwell, Carolyn A. Caldwell, Lowell J. Christopherson, Cheryl Christopherson, Stephen Kepp, Belinda Kepp, John Burrell, Susan L. Burrell, Carl L. Kinzey, Patricia J. Kinzey, John J. Connolly, Naomi N. Connolly, Dale Praska, Norma Kost, Linda J. Blaney, David Blaney, Patsy L. Larson, Duane P. Larson, Gale E. Friesz, Rene H. Friesz, Richard Benedict, Cheryl Benedict, Robert L. Beamon, Lee J. Gardiner, Pamela S. Gardiner, George N. Knight, Sharon S. Knight, James J. Gardiner, L. Paulette Gardiner, Maxine Kaper, Duane Kaper, Darrell Odegaard, Jessie W. Coon, Sally Coon, Gerald L. Byrd, Patricia M. Byrd, Thomas G. Wiard, Christine A. Wiard, Bruce A. Taylor, Joy W. Taylor, Sandra C. Schmidt, Randy D. Schmidt, Annette Wadley, Mearl Wadley, Joyce Keith, Dan Keith, Ted A. Skinner, Nancy Skinner, Tai Cho, Gan Cho, David A. Loomis and Lorraine L. Loomis, Colleen M. Shattuck, Charles C. Thomas, Dorothy Thomas, Kay Praska, Kurt Kost, Marvin K. Hjorth, Deloris Hjorth.

Witness my hand and official seal.

MARY ANNE HEAPS, Notary Public
County of Campbell
My Commission Expires Apr. 1, 1986

My commission expires:



STATE OF WYOMING)
Campbell County } ss
516700
Filed for record this 24th day of AUG.
A.D. 1982 at 1:00 o'clock PM and recorded
in Book 631 of Photos RECORDED
on page 237. Fees \$ 78.50 INDEXED
Checked
Lillian E. Addison
County Clerk and Ex Officio Register of Deeds
By Deputy *Jacqueline Johnson*