

**COVENANTS RESTRICTING AND GOVERNING LAND USE AND
DEVELOPMENT OF TOPAZ ADDITION
TO THE TOWN OF MILLS, WYOMING**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned FRESCA, LLC a Wyoming Limited Liability Company, is the owner of all that certain real property situate in the Town of Mills, Natrona County, State of Wyoming, known and described as, and being a portion of the following described real property:

Block 1, Lots 1-6; Block 2, Lots 1-3; Block 3, Lots 1-14; Block 4, Lots 1-18; and Block 5, Lots 1-20; Topaz Addition; Tract "D" Agate Addition.

WHEREAS, in order to insure the use and development of said property for exclusive residential purposes only, to prevent the impairment of the attractiveness of said property and adjacent land for such purposes, and to maintain property values therein, the undersigned desire, hereby, to make and impose upon said real property the restrictions and limitations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, the undersigned owners do hereby and by these presents make, publish, declare and impose upon said real property situate and included within the aforementioned Lots:

Block 1, Lots 1-6; Block 2, Lots 1-3; Block 3, Lots 1-14; Block 4, Lots 1-18; and Block 5, Lots 1-20; Topaz Addition; Tract "D" Agate Addition.

Town of Mills, Natrona County, Wyoming, the following restrictions and limitations governing the use and development of all lots described above, and does hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land herein specified shall be binding upon the undersigned and all persons claiming under them, and shall be for the benefit of, as well as limiting and restricting, all future owners of lots, to-wit:

1. All lots herein shall be used exclusively for residential purposes; no building or structure shall be erected, placed, or permitted to remain on any lot therein other than one, private, single - family dwelling, and approved accessory structures (e.g. storage buildings, playhouses, dog houses), which structures shall be constructed in accordance with the restrictions hereinafter set forth.



800274

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FRESCA LLC

2. No manufacturing, commercial, business, or other enterprises of whatsoever kind or nature, whether or not conducted for profit, shall be operated, maintained, or conducted on any such lot or in any structure erected or placed therein, except in-home offices operated by a resident of the structures; provided, however, that such operation will not create excessive traffic or parking problems. Also, no structure therein or any part thereof shall be used as a boarding or rooming house; nor shall any extractive operation for mineral or oil and gas development of any kind be conducted or permitted thereon; nor shall any signs, billboards, or advertising devised (except suitable signs used to facilitate the sale or rental thereof) be erected, placed or be permitted to remain on any such lot.

3. No trailer, camper, basements, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used on the lots as a place of residence or habitation, either temporarily or permanently, and, except as the same may customarily be employed by contractors for and during the construction or improvement thereon. No house trailer, mobile home, recreational vehicles, motor homes, camper-trailer, tent, shack or any structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot except a boat, snowmobile or recreational vehicle may be stored on the side yard portion of any lot, if it is behind the fence, put on a concrete pad, does not extend beyond the rear ^{or} of the front of the home, and is not more than twelve feet in height off the ground. *gml*

4. So long as FRESKA, LLC owns any of the lots affected by these covenants, the construction of any structures on any lot, including homes and out buildings shall be carried out only after approval by the Architectural Committee. The role of the Architectural Committee shall be to review whether the proposed improvements will be in accordance with these covenants and aesthetically consistent with the construction of the neighborhood. However, any approval given by the Architectural Committee shall not constitute a warranty, expressed or implied, of compliance with these covenants or any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction.

5. The following terms shall govern the Architectural Committee referred to above:

- (i) The Architectural Committee shall consist of any three persons appointed by FRESKA, LLC.
- (ii) The Party requesting Architectural Committee approval shall submit such request in writing to FRESKA, LLC along with a copy of the proposed plans, specifications, materials and color chips that are sufficient to establish the type, quality and appearance of the building exterior and roof, including proposed colors and materials. The plans for any construction shall include a site plan indicating the location of the proposed improvement, including driveways, parking areas, fences and utilities. All plans and elevations shall clearly show all external features and

materials for all structures for any building or structure. Sufficient information shall be submitted to demonstrate compliance with all the requirements of these covenants;

- (iii) FRESCA, LLC may, at its discretion, retain a copy of the proposed plans, specifications, materials and color chips for its records;
- (iv) any alterations or additions to the plans originally approved by the Architectural Committee shall be resubmitted for approval;
- (v) the Architectural Committee will use its best efforts to review the request within thirty (30) days from the day of submission, and determine if the proposed action conforms to the requirements of these covenants and is aesthetically consistent with the construction of the neighborhood. However, no construction shall be commenced until the Architectural Committee has approved the plans and materials;
- (vi) the Architectural Committee shall not be liable in damages to any person or association submitting for approval any plans contemplated hereby, or to any owner of land within the subdivision by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or association submitting plans to the Architectural Committee for approval shall not have any right to bring any motion or suit to recover damages against the Architectural Committee, its members and individuals, or its advisors, employees or agents;
- (vii) any constructions or improvement proposed shall not otherwise violate these covenants or any building codes or governmental restrictions otherwise applicable to the lot;
- (viii) evidence of approval by the Architectural Committee of any matter requiring such approval shall be demonstrated by a written document signed by at least one member of the Architectural Committee approving the proposed construction;
- (ix) notwithstanding anything in these covenants to the contrary, FRESCA, LLC need not seek Architectural Committee approval for anything it does on any lot affected by these covenants;
- (x) The requirement for Architectural Committee approval of construction shall be removed from these covenants on the date that FRESCA, LLC no longer owns any of the lots affected by these covenants. However, the lack of an Architectural Committee shall not affect the other provisions of these Covenants.

6. No structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. No vehicle of a size larger than the now standard American manufactured motor car, SUV, or pickup truck, and no vehicle the primary use or design of which is for the transportation of passengers for hire and no vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, house trailers, busses, boats and boat trailers, snowmobiles or snowmobile trailers, tractor and trailers, shall be parked on the streets or any of the front portions, driveways, or other ways of access or to any such lot or lots for a continuous period of more than twenty-four (24) consecutive hours. However, tractors or tractor-trailers assembly unit may be parked on the street in front of the where structures are being built, but only when such vehicles are being used in connection with construction of structures on the subject property and only so long as such construction is being carried out in a reasonably expedient manner. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative. No non-operable vehicles shall be parked on any lot or on the public streets, only in confines of garage and only for personal use. No commercial/business associated with auto repair.

8. No obnoxious or offensive activity, commercial or otherwise, shall be conducted on the lots, nor shall anything be done which may be or become an annoyance or nuisance to those owning property affected by these covenants. No vehicle shall be repaired, serviced, rebuilt, dismantled or painted anywhere except within the garage portion of the living unit.

9. No ranch-style residence having a ground floor area of less than 1,000 square feet excluding garages, porches, and patios shall be located on any lot; no bi-level residence shall have less than 1,500 square feet above ground, excluding garages, porches and patios.

10. No roof or pole mounted antennas or satellite dishes are allowed, provided, however, that the location of satellite dishes that are less than four feet in diameter will be allowed so long as they are attached to the side or rear of the house, on an accessory structure or on a pole located in side or back yard no more than six (6) feet in height. If placed on a pole, it shall be located within a fenced area of yard.

11. Yard fences to be side and rear yard only. Fences will be constructed with approved standard fencing materials. No front yard fencing and corner lots shall have any fencing within twenty-five feet (25') from the street. All fences are to be constructed along lot lines. Any solid rear yard or side yard fencing shall not exceed the front line of the home. Split-rail fencing will be allowed in the front yard as long as it is kept in good repair.

12. The construction of improvements shall be completed prior to occupancy.

Homeowners shall be required to plant and maintain at all times in front yard, at least two (2) trees and at least five (5) feet in height for evergreens, and at least eight (8) feet in height for all other trees. Also, all front yard areas shall be ~~50% sod~~^{seeded}. The landscaping shall be significantly complete within six (6) months of completion of new construction. If homeowner does not have builder install landscaping at time of sale, and does not complete the landscaping in time period provided, FRECSA, LLC will have work done and bill back or assess the homeowner accordingly. FRESCA, LLC will have a lien against the property for the amount billed back or assessed.

13. Each homeowner shall maintain the exterior of his living unit in good condition and shall cause it to be repaired as the effects of damage or deterioration become apparent and shall cause it to be repainted periodically and before the surfacing becomes weather-beaten or worn off.

14. The locations of structures on the sites and the heights shall be designed to reduce the buildings' prominence and will blend with the site as much as possible. All improvements erected in the subdivision must be new construction only. It is the intent of these covenants to offer a subdivision that is of high standards and therefore all materials used in the home construction shall be of high quality and enhance the subdivision's appearance. All roof slopes to be "5/12" or greater.

15. Any damage done to the sidewalks, curbs and curb walks, will be the responsibility of the owner to replace immediately. In the event any storage sheds are erected or placed in the rear or side yard, they must architecturally match the home on said lot, approved prior to construction and shall be built to FRESCA, LLC specifications.

16. No modular homes are permitted on any lots, other than those placed or sold by FRESCA, LLC. *THIS provision may be waived by Fresca, LLC. at its sole discretion. gmc*

17. Rubbish containers shall be placed out of sight behind fences or in garages of each residence. No ashes, trash, rubbish, garbage or other refuse shall be stored, deposited or allowed to accumulate anywhere outside of any living unit except during refuse collections by the town of Mills, Wyoming.

18. The covenants herein contained shall be and remain in full force and effect of a period of twenty-five (25) years from the date and after the date thereof, and shall remain in force and effect thereafter for a successive then ten (10) year period unless by agreement of the majority of the then owners of lots, the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first twenty-five (25) year period or at the end of any succeeding ten (10) year period.

19. The covenants herein contained shall be binding upon the undersigned and upon all

their successors and assigns, as to any and all of the lots contained herein, and imposed upon as an obligation and charged against all the land and lots therein situate, for the benefit of the undersigned owners, their successor and assigns, and as a general plan for the benefit of those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part thereof.

20. Every person bound by these covenants is deemed to recognize and agree that it is not the intent of these covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that lenience or neglect in their enforcement shall not in any way invalidate these covenants or any part of them, nor operate as an impediment to their subsequent enforcement. No such person shall defend against enforcement on the ground of waiver or estoppels.

21. The Architectural Committee shall have the right to prosecute an action enforcing the provisions of any of those covenants by injunctive relief, on behalf of itself and all or part of the lot owners. In addition, each owner of a lot shall have the right to prosecute an action for injunctive relief and for damages by reason of any violation of these covenants. The prevailing party shall be entitled, at the discretion of the court, to an award of its costs, including attorney's fees, incurred in connection with such litigation. Neither the Architectural Committee nor any owner shall have a right to prosecute an action enforcing the provisions of any of these covenants, whether such action is for damages or injunctive relief, after 24 months from the time of the alleged violation of these covenants occurred.

22. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

23. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of seventy percent (70%) of the lots included within the boundaries of the property affected by these covenants, as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Natrona County, Wyoming. However, amendments to these covenants will not be allowed until FRESKA, LLC is no longer owner of any lots affected by these covenants. Any such amendment shall be ineffective until it shall have been placed of record in the office of the County Clerk, Natrona County, Wyoming.

24. Additional residential lots may be added to the original lots covered by these covenants and thereby subjected to and benefitted by these covenants by action of the undersigned and the owners of the property sought to be added.

IN WITNESS WHEREOF, the undersigned has executed this instrument at ^{Buffalo} ~~Casper~~,
Natrona County, Wyoming this 1st day of August, 2005.
Johnson

FRESCA, LLC
A Wyoming Limited Liability Company

By: John M. Camino
John M. Camino
Registered Agent

Its: _____

STATE OF WYOMING)
) s.s
COUNTY OF Johnson)

The above and foregoing instrument was acknowledged before me John M. Camino, Registered Agent for FRESCA, LLC. A Wyoming Limited Liability Company, on this 1st day of August, 2005.
Witness my hand and official seal.



Kate J. Hepp
Notary

EXHIBIT "A"

TOWN OF MILLS/TOPAZ ADDITION

SUBDIVISION AGREEMENT

TRACTS A,B TOPAZ AND C,E,F AGATE
TO BE TRANSFERRED TO OWNER BY MILLS.

REPLAT TRACT C - TOWN AND OWNER -
THIRD EXTENSION DEDICATED TO TOWN.

TRACT C

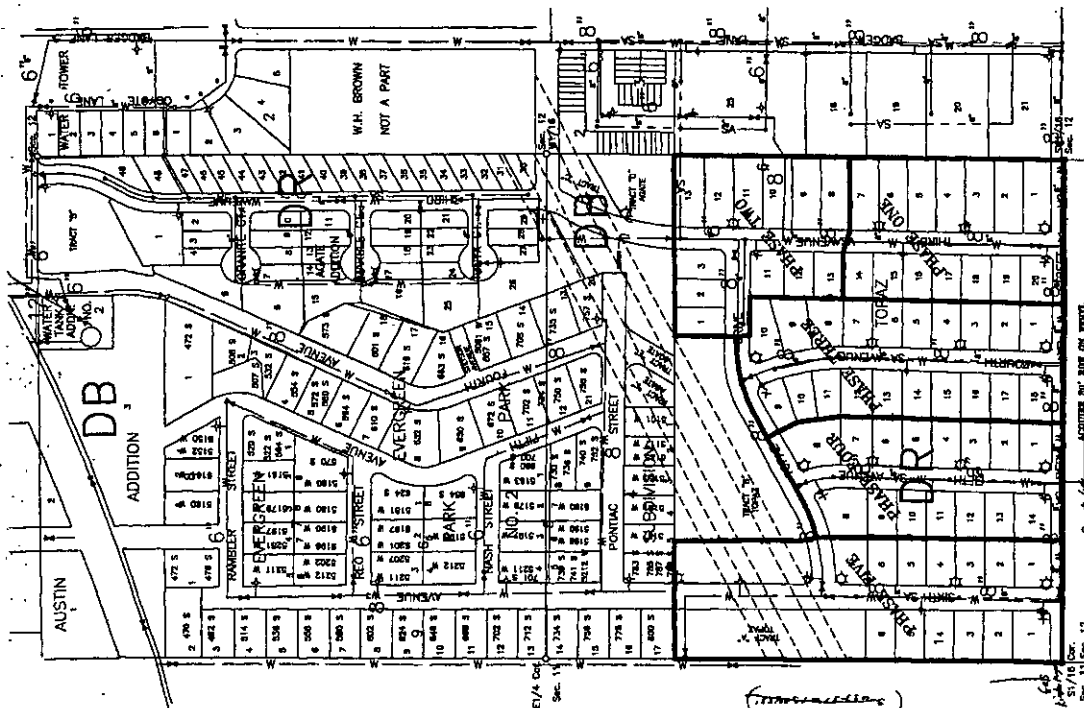
- EXTENSION OF 3RD AVE
- 60' ROW
- 6' 3" CURBWALK EASTSIDE
- 36' PAVEMENT WIDTH

THIRD AVENUE FROM LOT 13, BLOCK 6 (SOUTHWARD)

- 60' ROW
- TWO 6' 3" CURBWALKS
- 36' PAVEMENT WIDTH
- ALL STREETS EXCEPT THIRD AVENUE
- 60' ROW
- TWO 6' 3" CURBWALKS
- 34' PAVEMENT WIDTH

LEGEND

- + STREET CORNER
- STREET LIGHT
- △ INFILTRATION MANHOLE
- REPAIR WATER VALVE
- 24" REPAIR WATER VALVE
- PHONE BOUNDARY
- LOT LINES
- EASEMENT LINE
- W - WATER LINES
- SA - SANITARY SEWER



SCALE OF FEET
0 100 200 300 400 500

1/11/10 Doc. 11/10/10
2/1/10 Doc. 11/10/10
2/1/10 Doc. 11/10/10

**FIRST AMENDED AND RESTATED
COVENANTS RESTRICTING AND GOVERNING
LAND USE AND DEVELOPMENT OF
THE TOPAZ ADDITION, a/k/a WESTSIDE COMMUNITY AT
TOPAZ ADDITION TO THE TOWN OF MILLS, WYOMING**

THIS FIRST AMENDED AND RESTATED COVENANTS RESTRICTING AND GOVERNING LAND USE AND DEVELOPMENT OF TOPAZ ADDITION a/k/a WESTSIDE COMMUNITY AT TOPAZ ADDITION TO THE TOWN OF MILLS, WYOMING (hereinafter "Westside Community") is made as of this 4th day of APRIL, 2012, by FRESCA, LLC, a Wyoming Limited Liability Company (hereinafter referred to as "Declarant"), to that certain Covenants Restricting and Governing Land Use and Development of Topaz Addition to the Town of Mills, Wyoming dated August 1, 2005 and recorded in the office of the Natrona County Clerk on September 1, 2006, as Instrument No. 800274.

WHEREAS, Declarant is the record owner of certain real property located in Natrona County, Wyoming (the "Property") described more particularly described as follows:

Block 1, Lots 1-6; Block 2, Lots 1-10, formerly described as Block 2, Lots 1-3;
Block 3, Lots 1-14; Block 4, Lots 1-18; and Block 5, Lots 1-24, formerly known as
Block 5, Lots 1-20; Topaz Addition; Tract "D" Agate Addition, Town of Mills,
Natrona County, Wyoming.

WHEREAS, the property described above is the same property covered by covenants recorded in the office of the Natrona County Clerk on September 1, 2006, as Instrument No. 800274, and Declarant, as the sole owner of the Property, has the authority to revoke or amend those covenants in their entirety; and

WHEREAS, Declarant intends hereby to entirely amend and replace the covenants recorded September 1, 2006 as Instrument No. 800274 with this First Amended and Restated Covenants Restricting and Governing Land Use and Development of Topaz Addition to the Town of Mills, Wyoming; and

WHEREAS, Declarant also desires hereby to add to the properties covered by these Covenants the property described as Lots 1 and 2, Block 6, Topaz Addition, Town of Mills, Wyoming; and

WHEREAS, Declarant wishes to clarify that Tract "D" Agate Addition, Town of Mills, Natrona County, Wyoming, is intended to be used as a commercial property and will not be covered by these Covenants; and

WHEREAS, Declarant desires to insure the attractiveness of the individual lots and tracts within the Property and in order to prevent any future impairment thereof, the Declarant is desirous of subjecting the Property to the covenants, conditions, restrictions, easements, charges, and liens set forth herein, each and all of which is and are for the benefit of the Property and each Owner thereof; and

April 4, 2012

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FRESCA LLC

WHEREAS, In order to preserve, protect and enhance the values and amenities in the Property, and to insure the residents' enjoyment of the rights and privileges inherent in ownership of a portion of the Property, the Declarant has deemed it desirable to create an organization to which shall be delegated and assigned the powers of owning, maintaining, enforcing and administering the covenants and restrictions herein set forth, together with collecting, disbursing and accounting for the assessments and charges herein contemplated. To this end, the Declarant has caused to be incorporated under the laws of the State of Wyoming as a not-for-profit corporation, the Westside Homeowners Association, for the purpose of exercising the aforementioned functions with respect to the Property, as designated by Declarant on the plats of the Property as recorded (or to be recorded) in the records of Natrona County, Wyoming; and

WHEREAS, as part of the development of the Property, the Declarant may further provide that the aforesaid association hold and maintain certain portions of the Property for the benefit of the owners thereof, which property may be established as common areas for the Townhome Lots, for entrance signs, drainage easements, and the like; which areas and facilities shall be referred to herein as "Common Area"; and

NOW, THEREFORE, for the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting such subdivision previously identified as Topaz Addition, and in order to ensure the use and development of the property which is zoned Developing Residential and PUD both of which are for residential purposes only, Declarant hereby publishes, declares and imposes upon all of the real property described above and each part thereof, with additions as set forth herein, and declares that same shall be held, sold, and conveyed subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be bind on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof; and

FURTHER, Declarant does hereby declare, publish and enact the following covenants to amend and replace entirely those covenants recorded September 1, 2006, as Instrument No. 800274.

ARTICLE I **DEFINITIONS**

1. **Lots**: Each of the Lots in Westside Community at Topaz, Phase I, as shown on the plat attached hereto as Exhibit "A".

2. **Property**: The words "Property" or "Real Property" as used in these covenants shall mean all of the lands described in Exhibit "B". Any lands added to the Property in accordance with this instrument and expressly made subject to this Declaration by written amendment filed in the office of the Natrona County Clerk shall thereafter be deemed a part of the Property for purposes of the application of this Declaration.

3. **Board**: shall mean Board of Directors of the Association, the nonprofit corporation established to administer and enforce the terms and conditions of Declaration of Covenants, Conditions and Restrictions as set forth herein.

4. **Association:** Shall mean and refer to Westside Homeowners Association, Inc., a non-profit Wyoming corporation, its successors and assigns.

5. **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 buyers, but excluding those having such interest merely as security for the performance of an obligation.

6. **Common Area:** All property, including various tracts and other easements or fixtures, owned by the Association for the common use and enjoyment of the owners. The common areas shown on Exhibit "A" to be owned by the Association are hereby dedicated and conveyed by FRESCA, LLC to the Association by the filing of the plats and these covenants and by such additional instruments of conveyance as necessary or desirable. All present and future Owners do hereby grant power of attorney to FRESCA, LLC and/or to the Board of the Westside Homeowners Association, to prepare, execute and record on all owners' behalf, such documents as may be necessary to give effect to dedication and use of these common areas pursuant to these covenants. The Common Area is described as the common areas around the Townhome Lots in Block 2, drainage easements throughout the development and entrance signs, and the like.

7. **Principal Residence:** shall mean the single family residential structure, constructed on any lot on the Property, which is the principal use of such lot, and to which other authorized structures on such lot are accessory.

8. **Structure:** shall mean anything built or placed on the ground.

9. **Townhome Lots:** shall mean Lots 1-10, Block 2, as well as any other lots hereafter designated by Declarant for use as Townhome Lots.

ARTICLE II

WESTSIDE HOMEOWNERS ASSOCIATION

1. **Formation:** The Homeowners' Association shall be incorporated as a Wyoming non-profit corporation by FRESCA, LLC as soon after filing these covenants as practical.

2. **Membership in Westside Homeowners Association:** All persons, corporations, or associations who own or acquire the title in fee to any lot by whatever means acquired, shall automatically become members of the Association.

3. **Authority of the Board:** The Board shall have full power and authority to manage the business and affairs of the Association, and in connection therewith, to adopt bylaws to govern the Association and its activities. The Board shall also have the power and authority to administer and enforce the terms and conditions of the Declaration of Covenants, Conditions and Restrictions as set forth herein.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS

1. **Creation of the Lien and Personal Obligation of Assessments:** FRESCA, LLC, for each lot owned by it within the Properties, hereby covenants, and the Owner of each lot, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase therefor, whether or not expressed in such deed or contract, is and shall be deemed to covenant and agree to pay to the Association:

- a. annual assessments or charges, and
- b. special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall constitute a charge on the land and shall be a continuing lien upon the lot (being deemed to be each lot shown on the original plat) against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of the lot at the time the assessment was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, though the lien shall, in any event, continue as a charge against the lot despite a transfer of title.

2. **Purpose of Assessments:** The assessments levied by the Association shall be used to pay for Townhome lot common area expenses, the cost of installing and maintaining the mail boxes, if onsite mailboxes are permitted by the U.S. Postal Service, and related improvements, and maintaining Tract C and entrance signs, if any, and otherwise for the improvement and maintenance of the Common Area, as it may be expanded or added to. This assessment may also apply to services contracted by the Association under the rules and requirements contained herein.

3. **Special Assessments for Other Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any constructions, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment for capital improvements shall have the assent of two-thirds (2/3) of the lot owners who cast votes in person or by proxy at a meeting duly called for this purpose.

4. **Notice and Quorum for Any Action Authorized Under Sections 1(b), 3 and 4:** Written notice of any meeting called for the purpose of taking any action authorized under Section 1(b), or 3 above shall be sent to all members not less than 15 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the membership on that assessment 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 (50%) of the required

quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the meeting originally called for such purpose.

5. **Annual Budget:** The Board shall prepare an annual budget estimate for common services and the administration of the Association and fix the amount of the annual assessment for all lots and the additional assessment for Townhome Lots based upon its estimate. The budget estimate may include a reserve for future contingencies. Such annual budget shall be prepared and approved by the Board at least thirty (30) days in advance of each annual assessment period.

6. **Uniform Rate of Assessment:** Except for assessments that apply only to the common areas in Block 2 (the Townhome Lots), as hereinafter provided, both annual and special assessments must be fixed at a uniform rate, for all lots and may be collected on a monthly basis or such other basis as agreed upon by the Board of Directors. It is further provided that no assessments will be levied against lots owned by Declarant upon which no residential improvements have been constructed.

7. **Date of Commencement of Annual Assessments; Due Dates:** The annual assessments provided for herein shall commence as to all lots on the first day of the month following the date of recording these Covenants. The initial annual assessment shall be \$50.00 per lot. The annual assessments shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall thereafter fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period (which, unless changed by the Board of Directors, shall be the calendar year); provided, however, failure of the Board to fix an assessment within the time provided therefor shall not preclude the Board thereafter fixing an assessment for the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto at least fifteen (15) days prior to the due date. The due dates shall be established by the Board of Directors. The Association shall, upon demand of the Owner or a person authorized by the Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

8. **Additional Townhome Lot Assessments; Due Dates:** Additional assessments shall be fixed by the Board of Directors at such time as the Townhome Lots are developed to provide an assessment to cover the cost of maintaining the Common Areas of the Townhome Development. The Board of Directors shall authorize and levy the amount of the Annual Assessment upon each Townhome, payable in monthly installments as provided herein, by majority vote of the Board. The Monthly Installments shall begin on each unit on the first day of the calendar month following the Closing for the sale of a unit after the original construction. The Board shall fix the amount of the Annual Assessment against each unit at least thirty (30) days in advance of each Annual Assessment period; provided, however, failure of the Board to fix an assessment within the time provided therefor shall not preclude the Board from thereafter fixing an assessment for the balance of the Annual Assessment period. Written notice of the monthly installment shall be sent to every Owner subject thereto at least fifteen (15) days prior to the due date, which due date shall be established by the Board of Directors. The Association shall, upon request of the Owner or a person authorized by the Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. At the end of any fiscal year of the Association, the Board may determine that all excess funds in the operating fund be returned to the Owners in the same proportions that Annual Assessments are levied, be retained by the Association and used to reduce the following year's Annual Assessments, or

be deposited into a Reserve Fund. Upon dissolution of the Association incident to the abandonment or termination of the property, any amounts remaining in any of the maintenance funds shall be distributed proportionately to or for the benefit of the Owners.

9. Effect of Nonpayment of Assessments; Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may at its option bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

10. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV ARCHITECTURAL COMMITTEE

1. Architectural Committee: The Architectural Committee ("Committee") shall mean the Board of Directors of the Association, as said Board of Directors is constituted by Declarant when the Association is formed, and shall be constituted from time to time, in the future or a separate Architectural Committee composed of three (3) or more members named by such Board of Directors. Said Architectural Committee shall have and exercise all the powers, duties, and responsibilities set forth in this instrument.

2. Approval by Architectural Committee: No improvements, including but not limited to dwelling houses, storage units, swimming pools, tennis courts, ponds, flag poles, antennas, fences, garages, drives and parking areas, shall be constructed or altered nor shall natural vegetation be altered or destroyed unless plans for such construction or alteration be approved in writing by the Committee prior to the commencement of work..

3. Approval Process: Duplicate sets of plans and specifications for any lot improvement or alteration shall be submitted to the Architectural Committee. The plans shall include a site plan indicating the location of the proposed development, including driveways, parking areas, fences and utilities. All plans and elevations shall clearly show all external features and materials for all structures for any building or structure and must be sealed and signed by a licensed architect or engineer. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these covenants.

The Architectural Committee shall review plans and specifications that have been submitted in accordance with these covenants within twenty (20) days from the day of submission, and determine if the proposed use or development conforms to the requirements of these covenants. If the Architectural Committee fails to review plans and specifications that have been submitted in accordance with these covenants within twenty (20) days from submission

thereof, and inform the owner of the Architectural Committee's decision regarding approval or disapproval, then if the plans as submitted are not in violation of any specific covenant or restriction herein they shall be deemed to have been automatically approved, provided however, that any development proposed shall not restrict the flow of, or damage any water area, or impact the scenic or recreational value of any other lot owner.

The Architectural Committee shall consider the external design of any proposed structure and its proposed location in relation to surrounding structures and topography, and determine whether the construction and location adequately conform to the rural setting, individual privacy and the irrigation and farming needs of the property.

A copy of the proposed plans and related data may be retained by the Association for its records.

The Architectural Committee shall either request that applicant post a performance bond to insure timely completion of any improvements in accordance with plans and specifications approved by the Architectural Committee and these covenants, or in the alternative, Applicant shall provide proof of a fully executed construction contract with a licensed independent contractor, together with letters of commitment for construction and permanent financing.

NOTE. Any approval given by the Architectural Committee shall not constitute a warranty, expressed or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction.

The Architectural Committee shall review the plans and specifications within twenty (20) days from the day of confirmed submission, and determine if the proposed use or development conforms to the requirements of these covenants. If the Architectural Committee fails to review the plans and specifications within twenty (20) days from submission thereof, and to inform the owner of the Architectural Committee's decision regarding approval or disapproval, then the plans as submitted shall be deemed to have been automatically approved, provided however, that any development proposed shall not otherwise violate these covenants or any building codes or restrictions of the City of Casper. A copy of the proposed plans and related data may be retained by the Architectural Committee for its records.

4. **Architectural Committee Not Liable:** The Architectural Committee and the Declarant shall not be liable in damages to anyone submitting plans to them for approval or to any Owner by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve such plans and specifications. Every Owner or other person who submits plans to the Architectural Committee for approval agrees by submission of such plans and specifications that he will not bring any action or suit against the Architectural Committee to recover any such damages. Approval by the Architectural Committee shall not be deemed compliance with the requirements of any local building codes and it shall be the responsibility of the Owner or other persons submitting the plans to the Architectural Committee to comply therewith. The Architectural Committee may, in its discretion, and upon good cause shown, grant variances to these restrictions.

5. **Written Records:** The Architectural Committee shall keep for at least two (2) years complete records of applications submitted to it (including one set of all architectural plans so submitted) and actions of approval or disapproval and other actions taken by it under the provisions of this instrument.

ARTICLE V
GENERAL RESTRICTIONS ON ALL LOTS

1. All lots herein shall be used exclusively for residential purposes; no building or structure shall be erected, placed, or permitted to remain on any lot therein other than one private, single-family dwelling, and approved accessory structures (e.g. storage buildings, playhouses, dog houses), which structures shall be constructed in accordance with the restrictions hereinafter set forth.

2. No manufacturing, commercial, business, or other enterprises of whatsoever kind or nature, whether or not conducted for profit, shall be operated, maintained or conducted on any such lot or in any structure erected or placed therein, except in-home offices operated by a resident of the structures; provided, however, that such operation will not create excessive traffic or parking problems, per Town of Mills regulations. Also, no structure therein or any part thereof shall be used as a boarding or rooming house, nor shall any extractive operation for mineral or oil and gas development of any kind be conducted or permitted thereon; nor shall any signs, billboards, or advertising devices (except suitable signs used to facilitate the sale or rental thereof) be erected, placed or be permitted to remain on any such lot.

3. No trailer, camper, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used on the lots as a place of residence or habitation, either temporarily or permanently, and except as the same may customarily be employed by contractors for and during the construction or improvement thereon. No house trailer, mobile home, recreational vehicles, motor homes, camper-trailer, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lots except recreational vehicles, camper-trailers, boats, horse trailers, snowmobile trailers, or similar recreational equipment, may be stored on the side yard portion of any lot, if it is enclosed, either in a structure, or inside a fenced area, provided that no such enclosure or structure extends further than the front of the home or garage, whichever is further back from the front lot line.

4. No residence having a ground floor area of less than 800 square feet excluding garages, porches, and patios, shall be located on any lot; however, this restriction shall not be interpreted to preclude the location on any lot of split-level, tri-level, or two-story residences, provided that such split-level, tri-level, or two-story shall have at least 75 square feet of floor area on the main living level, excluding garages, porches and patios.

5. No building or structure for use as a place of residence or habitation shall be erected, placed, or be permitted to remain upon any Lot other than one private, single family dwelling, specifically designed for the use and occupancy of one family, together with an attached or detached garage. A separate storage building, workshop or similar outbuilding may be located on the property provided that same has been approved by the Architectural Committee and the Town of Mills, Wyoming, and that said structure is built of the same materials, including roofs and siding, as the dwelling, and shall not be obtrusive in height or size for the area.

6. No structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or drainage ways. Fencing placed along or across drainage ways is permitted, provided that chain link or similarly porous materials are used in the drainage ways. The easement area of each lot and all

improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. No vehicle of a size larger than the now standard American manufactured motor car, SUV, or pickup truck, and no vehicle the primary use or design of which is for the transportation of passengers for hire and no vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, house trailers, buses, boats and boat trailers, snowmobiles or snowmobile trailers, tractors and trailers, shall be parked on the streets or any of the front portions, driveways, or other ways of access or to any such lot or lots for a continuous period of more than twenty-four (24) consecutive hours. However, tractors or tractor-trailers assembly units may be parked on the street in front of the structures being built, but only when such vehicles are being used in connection with construction of structures on the subject property and only so long as such construction is being carried out in a reasonably expedient manner. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative. No non-operable vehicles shall be parked on any lot or on the public streets, only in confines of garage and only for personal use. No commercial/business or home business associated with auto repair shall be allowed in Topaz Addition.

8. No obnoxious or offensive activity of any kind, commercial or otherwise, including specifically activities productive of noise, odors, or other objectionable manifestations, visual or otherwise, shall be conducted on Lots, nor shall anything be done which may be or become an annoyance or nuisance to those owning property anywhere in the subdivision. No vehicle shall be repaired, serviced, rebuilt, dismantled or painted anywhere except within the garage portion of a living unit.

9. Owners shall be responsible to control their and/or their guests' dogs, cats and other pets, and shall not permit offensive barking or menacing behavior, and shall restrain all pets on a lease, in a fenced enclosure, or similar restraints. Roaming of pets is specifically prohibited.

10. No roof or pole mounted antennas or satellite dishes are allowed, provided, however, that the location of satellite dishes that are less than four feet (4') in diameter will be allowed so long as they are attached to the side or rear of the house, on an accessory structure or on a pole located in the side or back yard no more than six feet (6') in height. If placed on a pole, it shall be located within a fenced area of yard.

11. Yard fences to be side and rear yard only. Fences will be constructed with approved standard fencing materials. No front yard fencing is allowed in the designated Open Space and corner lots shall not have any fencing in the designated Open Space per PUD. All fences are to be constructed along lot lines. Any solid rear yard or side yard fencing shall not exceed the front line of the home.

12. The construction of improvements shall be completed prior to occupancy.

13. Subtle earth tone colors to blend with the character of the neighborhood are required. All color and color combinations must be approved by the Architectural Committee. All projections, including, but not limited to, chimney flues, vents, gutters, down spouts, utility boxes, porches, railings and exterior stairways, shall closely match the permanent color on the surface from which they project or shall be of an approved color. Duplicate color schemes shall not be allowed on adjacent lots, or lots across the street from each other.

14. Landscaping of front, side and rear yards shall be completed by homeowner on the subject property within one year of occupancy. Each individual lot owner/homeowner shall also be responsible for landscaping and thereafter maintaining their respective portion of the designated Open Space on their lot in good repair. Homeowners shall be required to plant and maintain at all times in the front yard, three trees of at least five feet (5') in height for evergreens, and at least eight feet (8') in height for all other trees per the PUD plan for the Topaz Addition. Rear and side yards shall be completed with a minimum of grass. Grass shall not be allowed to exceed six (6) inches in height.

15. Each homeowner shall maintain the exterior of the homeowner's living unit in good condition and shall cause it to be repaired as the effects of damage or deterioration become apparent and shall cause it to be painted or stained periodically and before the surfacing becomes weather-beaten or worn based upon local customary and reasonable standards.

16. The locations of structures on the sites and the heights shall be designed to reduce the buildings' prominence and will blend with the site as much as possible. All improvements erected in the subdivision must be new construction only. It is the intent of these Covenants to offer a subdivision that is of high standards and therefore all materials used in the home construction shall be of high quality and enhance the subdivision's appearance. All roof slopes to be "5/12" or greater.

17. Any damage done to the sidewalks, curbs and curb walks, will be the responsibility of the owner to replace immediately. In the event any storage sheds are erected or placed in the rear or side yard, storage shed must architecturally match the home on said lot, approved by the Architectural Committee and the Town of Mills, Wyoming prior to the construction or shall be built by FRESCA, LLC, its assigns or designated Contractor.

18. Rubbish containers shall be placed out of sight behind fences or in garages of each residence. No ashes, trash, rubbish, garbage or other refuse shall be stored, deposited or allowed to accumulate anywhere outside of any living unit except during times of refuse collections by the Town of Mills, Wyoming.

19. These Covenants are intended to compliment the Town of Mills Ordinances, not to supplant them, however where these Covenants are more restrictive than the Town of Mills Ordinance requirements, then these Covenants shall control. In all other cases, the lot owners are obligated to comply not only with these Covenants but also with the Town of Mills Ordinances.

ARTICLE VI **TRACT FOR COMMERCIAL USE**

It is not intended by Declarant that the Property described as Tract D, Agate Addition to the Town of Mills, Natrona County, Wyoming, is to be covered by these Covenants, and that hereafter said parcel is excluded from these Restated and Amended Covenants and intended for use as commercial property in accordance with the Town of Mills zoning requirements.

ARTICLE VII
GENERAL PROVISIONS

1. The covenants herein contained shall be and remain in full force and effect for a period of forty (40) years from the date and after the date thereof, and shall remain in force and effect thereafter for successive ten (10) year periods unless by agreement of the majority of the then owners of lots, the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first forty (40) year period or at the end of any succeeding ten (10) year period.

2. The covenants herein contained shall be binding upon the undersigned and upon all their successors and assigns, as to any and all of the lots contained herein, and imposed upon as an obligation and charged against all the land and lots therein situate, for the benefit of the undersigned owners, their successors and assigns, and as a general plan for the benefit of those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part thereof.

3. Every person bound by these covenants is deemed to recognize and agree that it is not the intent of these covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that lenience or neglect in their enforcement shall not in any way invalidate these covenants or any part of them, nor operate as an impediment to their subsequent enforcement. No such person shall defend against enforcement on the ground of waiver or estoppel.

4. The Homeowners Association shall have the right to prosecute an action enforcing the provisions of any of these covenants by injunctive relief, on behalf of itself and all or part of the lot owners. In addition, each owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenants violation. The prevailing party shall be entitled to its costs, including reasonable attorney's fees, incurred in enforcing these covenants.

5. Should any part of parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

6. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners holding seventy percent (70%) of the votes for lots included within the boundaries of the Subdivision, as the same may then be shown by the plat on file in the office of the Natrona County Clerk. Any such amendment shall be ineffective until same shall have been placed of record in the office of the Natrona County Clerk.

7. Each owner, other than Declarant, shall be entitled to one vote per lot for purposes of electing Architectural Committee members as per paragraph 4 above, and amending these covenants. Declarant shall be entitled to three votes for each lot owned. Owners shall be defined as a current owner, including Declarant, of a lot in the original Topaz Addition, or any replat thereof, or any addition thereto platted in accordance with Article VI, Paragraph 8.

8. Declarant hereby reserves the right, from time to time for a period of up to ten (10) years from the date hereof to perform the acts and exercise the rights hereinafter specified (the "Special Declarant Rights"). Declarant's Special Declarant Rights include the following:

a. Completion of Improvements. The right to complete improvements indicated on the Plat filed with the Declaration.

b. Declarant may replat any portion of the property described in these Covenants into new or different lot configurations and may also plat additional residential lots on adjacent lands and may thereupon extend these covenants and restrictions to said lots and thereby burden and benefit those lots by these covenants for the benefit and burden of all lots in the original Topaz Addition and any additions thereto.

c. Sales Management and Marketing. The right to maintain sales offices, management offices and signs advertising the Lots anywhere within or upon any Lot owned by Declarant or Declarant's assignee.

d. Construction Easements. The right to use utility easements through any Lot for the purpose of making improvements within or upon any Lot.

e. Dedications. The right to establish, from time to time, by dedication or otherwise, or to have vacated, utility and other easements for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, parking areas, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Owners within the subdivision.

f. Amendment of Declaration. The right to amend this Declaration in connection with the exercise of any Rights granted herein.

g. Amendment of Plat. The right to amend the Plat in connection with the exercise of any Rights granted herein.

9. Rights Transferable. Any Development Right, Special Declarant Right or Additional Reserved Right created or reserved under this Article for the benefit of Declarant may be transferred to any person or entity by an instrument describing the rights transferred and recorded in the County of Natrona, State of Wyoming. Such instrument shall be executed by the Declarant and the transferee.

4th IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this day of APRIL, 2012.

FRESCA, LLC

By: Richard L. Frankovic
Richard L. Frankovic, Manager

STATE OF WYOMING)
) s.s.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Richard L. Frankovic, the Manager of FRESCA, LLC, a Wyoming limited liability company, this 4th day of April, 2012.

Witness my hand and official seal.

[SEAL]

Vickee L. Kincaid
Notary Public

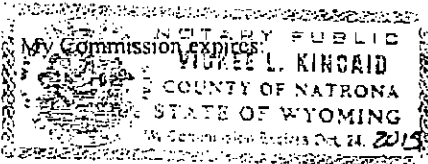


EXHIBIT B

Topaz Addition, Town of Mills, Natrona County, Wyoming

Block 1: Lots 1-6

Block 2: Lots 1-10, formerly described as Block 2, Lots 1-3

Block 3: Lots 1-14

Block 4: Lots 1-18

Block 5: Lots 1-10

Block 6: Lots 1 and 2

Tract "A" and Tract "B", Topaz Addition, Town of Mills, Natrona County, Wyoming

Tracts "C", "E" and "F", Agate Addition, Town of Mills, Natrona County, Wyoming

**SECOND AMENDMENT TO
COVENANTS RESTRICTING AND GOVERNING
LAND USE AND DEVELOPMENT OF
THE TOPAZ ADDITION, a/k/a WESTSIDE COMMUNITY AT
TOPAZ ADDITION TO THE TOWN OF MILLS, WYOMING**

THIS SECOND AMENDMENT TO COVENANTS RESTRICTING AND GOVERNING LAND USE AND DEVELOPMENT OF THE TOPAZ ADDITION, a/k/a WESTSIDE COMMUNITY AT TOPAZ ADDITION TO THE TOWN OF MILLS, WYOMING (hereinafter "Westside Community") is made as of this 25 day of January, 2013, by FRESCA, LLC a Wyoming Limited Liability Company (hereinafter referred to as "Declarant"), to those certain Covenants Restricting and Governing Land Use and Development of Topaz Addition to the Town of Mills, Wyoming dated August 1, 2005 and recorded in the office of the Natrona County Clerk on September 1, 2006, as Instrument No. 800274, and that certain First Amended and Restated Covenants Restricting and Governing Land Use and Development of the Topaz Addition, a/k/a Westside Community at Topaz Addition to the Town of Mills, Wyoming, dated April 4, 2012, and recorded in the office of the Natrona County Clerk on April 4, 2012, as Instrument No. 925805.

WHEREAS, Declarant has replatted portions of the Property and hereby proposes to amend the Covenants to reflect those changes as well as to make certain amendments to the Covenants; and

WHEREAS, Declarant is the owner of all of the remaining property in the Westside Community at Topaz Addition and has the authority, pursuant to Article VIII of the Covenants, to amend the Covenants for purposes of replating and/or designating townhome lots.

NOW, THEREFORE, Declarant does state the following.

Section 1. Replats. Declarant has filed three new replats concerning the subject properties, and does hereby amend the Covenants to incorporate the changes made by the following replats.

1.1 The first replat is known as Caspar's Crossing at Topaz, being a replat of Tract A and Tract B and a part of Blocks 2 and 5 and all of Block 1, 3 and 4, Topaz Addition to the Town of Mills Phase 2, Natrona County, Wyoming, recorded in the office of the Natrona County Clerk on August 17, 2012, as Instrument No. 934030, a copy of which is attached hereto as Exhibit A.

1.2 The second replat is known as Fresca Subdivision No. 2, being a replat of Lots 1 and 2, Block 6, Topaz Addition to the Town of Mills, Natrona County, Wyoming, recorded in the office of the Natrona County Clerk on November 27, 2012, as Instrument No. 940783, a copy of which is attached hereto as Exhibit B.

1.3 The third replat is known as Fresca Subdivision No. 3, being a partial vacation of Tract C of Fresca Subdivision to the Town of Mills, Natrona County, Wyoming, recorded in the

-1-



944355

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Pages: 6 Fee: \$313.00
FRESCA LLC

office of the Natrona County Clerk on December 13, 2012, as Instrument No. 941939, a copy of which is attached hereto as Exhibit C.

Section 2. Amendment of Article I, Paragraph 9. Declarant does hereby amend Paragraph 9 under Article I of the Amended and Restated Covenants, and is replaced in its entirety as follows:

9. Townhome Lots: shall mean any Lots hereafter designated by Declarant for use as townhome lots, but shall not include those lots previously identified as Lots 1-10, Block 2, Westside Community at Topaz, Phase I, which have been replatted into Fresca Subdivision No. 3 for use as single family residential lots.

Section 3. All other terms and conditions of the First Amended and Restated Covenants not amended hereby shall remain in full force and effect as if set forth in full herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the date and year first above written.

FRESCA, LLC

By: Richard L. Frankovic
Richard L. Frankovic, Manager

STATE OF WYOMING)
) s.s.
COUNTY OF NATRONA)

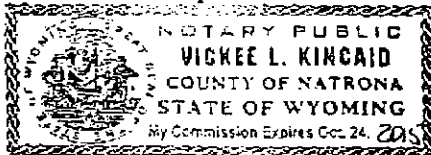
The above and foregoing instrument was acknowledged before me this 25 day of January, 2013, by Richard L. Frankovic, the Manager of Fresca, LLC, a Wyoming limited liability company.

Witness my hand and official seal.

[SEAL]

Vickee L. Kincaid
Notary Public

My Commission expires:



DebiMaid

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 2. The second is the "1952-1953"

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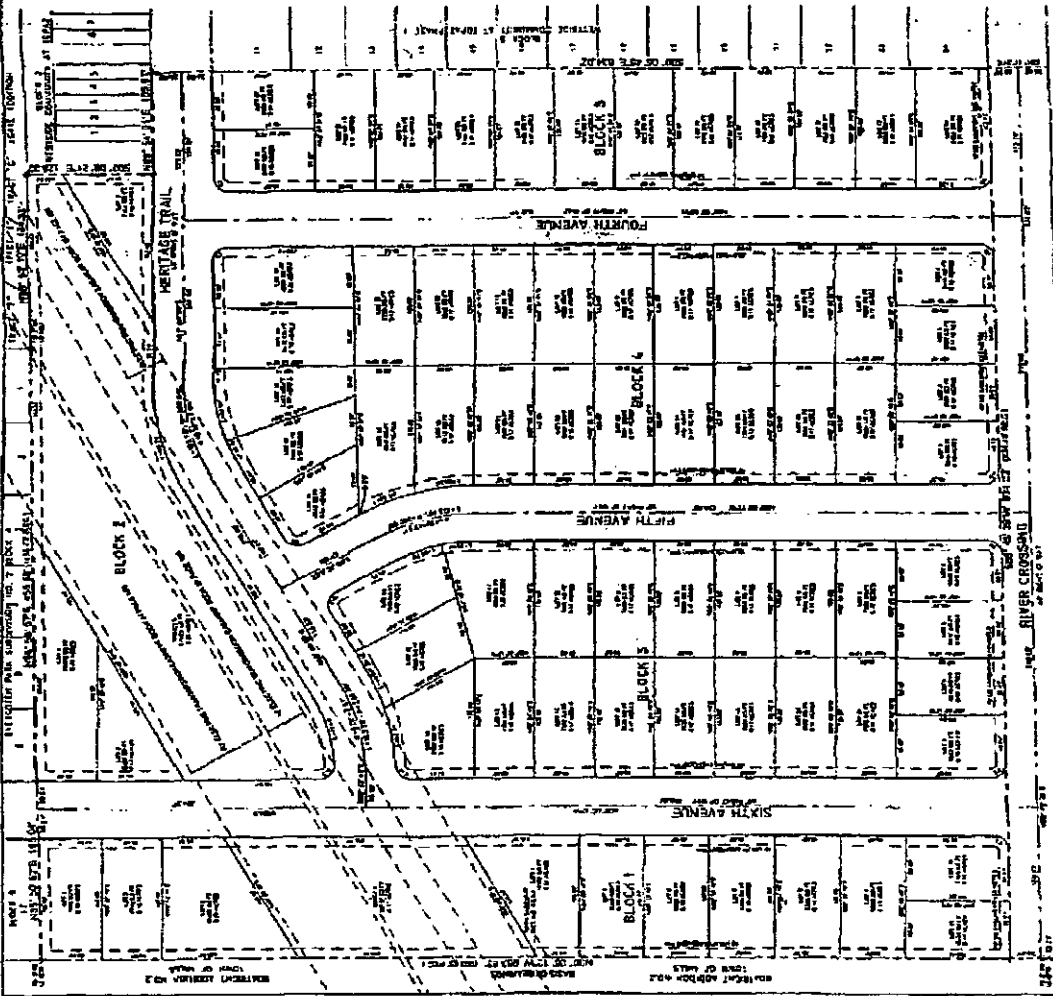
1. The first step in the process of creating a business plan is to conduct a market analysis. This involves researching the industry, identifying potential customers, and understanding the competitive landscape. A thorough market analysis provides valuable insights into the viability of the business idea and helps to shape the overall strategy.

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THE UNIVERSITY OF CHICAGO
 5408 S. UNIVERSITY AVE.
 CHICAGO, ILL. 60637



8/10/83
8/10/83

FINAL PLAT

FRESCA SUBDIVISION NO. 2

BENGO VACATION RESORT OF LOT 1 & 2, BLOCK 4
TOPAZ ADDITION TO THE TOWN OF MALL PHASE 2

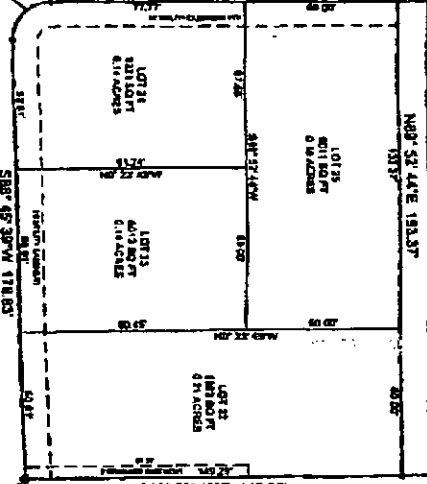
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N1/2 OF THE SW 1/4 SECTION 12, TOWNSHIP 33 NORTH, RANGE 50 WEST,
8TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

WESTSIDE COMMUNITY AT TOPAZ PHASE 1
BLOCK 6

THIRD AVENUE
60' RIGHT OF WAY

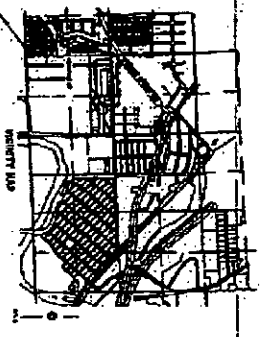
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R=15.00'
A=81°05'33"
L=23.65'
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LC=21.42'

RIVER CROSSING
60' RIGHT OF WAY

S00° 23' 48" E 149.28'
AMBER VALLEY ESTATES



NOTES

1. ALL LOTS ARE SHOWN TO BE OF APPROXIMATELY EQUAL SIZE AND ARE NOT TO BE CONSIDERED AS BEING OF EXACTLY EQUAL SIZE. THE DIMENSIONS SHOWN ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED AS A BASIS FOR ANY CLAIM OR DEFENSE. THE DIMENSIONS SHOWN ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED AS A BASIS FOR ANY CLAIM OR DEFENSE. THE DIMENSIONS SHOWN ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED AS A BASIS FOR ANY CLAIM OR DEFENSE.

EXHIBIT 6



B. V. ENGINEERS
2000 N. 10TH ST.
NATRONA COUNTY, WYOMING 82401
PHONE 338-1234
FAX 338-1234

Surveyed by
B. V. ENGINEERS



Surveyed by
B. V. ENGINEERS

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FINAL PLAT

FRESCA SUBDIVISION NO. 3

BEING A VACATION AND REPLAT OF
BLOCK C, FRESCA SUBDIVISION,
LOT 2 AND LOT 3, SUNDAY'S CONCRETE AT TOWN
LOTS 1 & 2, SECTION 17, TOWNSHIP 13 NORTH,
RANGE 60 WEST, 9TH P.M.,
COUNTY OF STANLEY, STATE OF NEBRASKA.
ESTABLISHED IN THE N 1/2 OF THE SW 1/4 OF SECTION 17.

SHEET 1 OF 2

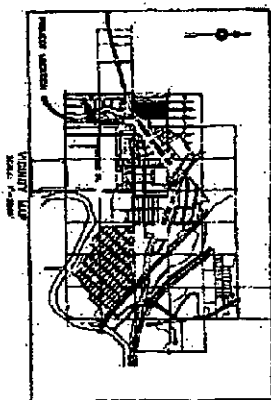


EXHIBIT C

Other studies have found that the use of a single, standardized, self-report measure of perceived stress is associated with higher rates of depression and anxiety. However, the use of a single, standardized, self-report measure of perceived stress may not be the best way to measure perceived stress in a population of older adults. The use of a single, standardized, self-report measure of perceived stress may not be the best way to measure perceived stress in a population of older adults. The use of a single, standardized, self-report measure of perceived stress may not be the best way to measure perceived stress in a population of older adults.

the 1990s. The 1990s have been a decade of rapid change for the world's major powers. The United States has emerged as the sole superpower, while the Soviet Union has collapsed. China has emerged as a major power, while Japan has declined. The European Union has emerged as a major power, while the United Kingdom has declined. The United States has emerged as the sole superpower, while the Soviet Union has collapsed. China has emerged as a major power, while Japan has declined. The European Union has emerged as a major power, while the United Kingdom has declined.

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 540 EAST 57TH STREET
 CHICAGO, ILL. 60637

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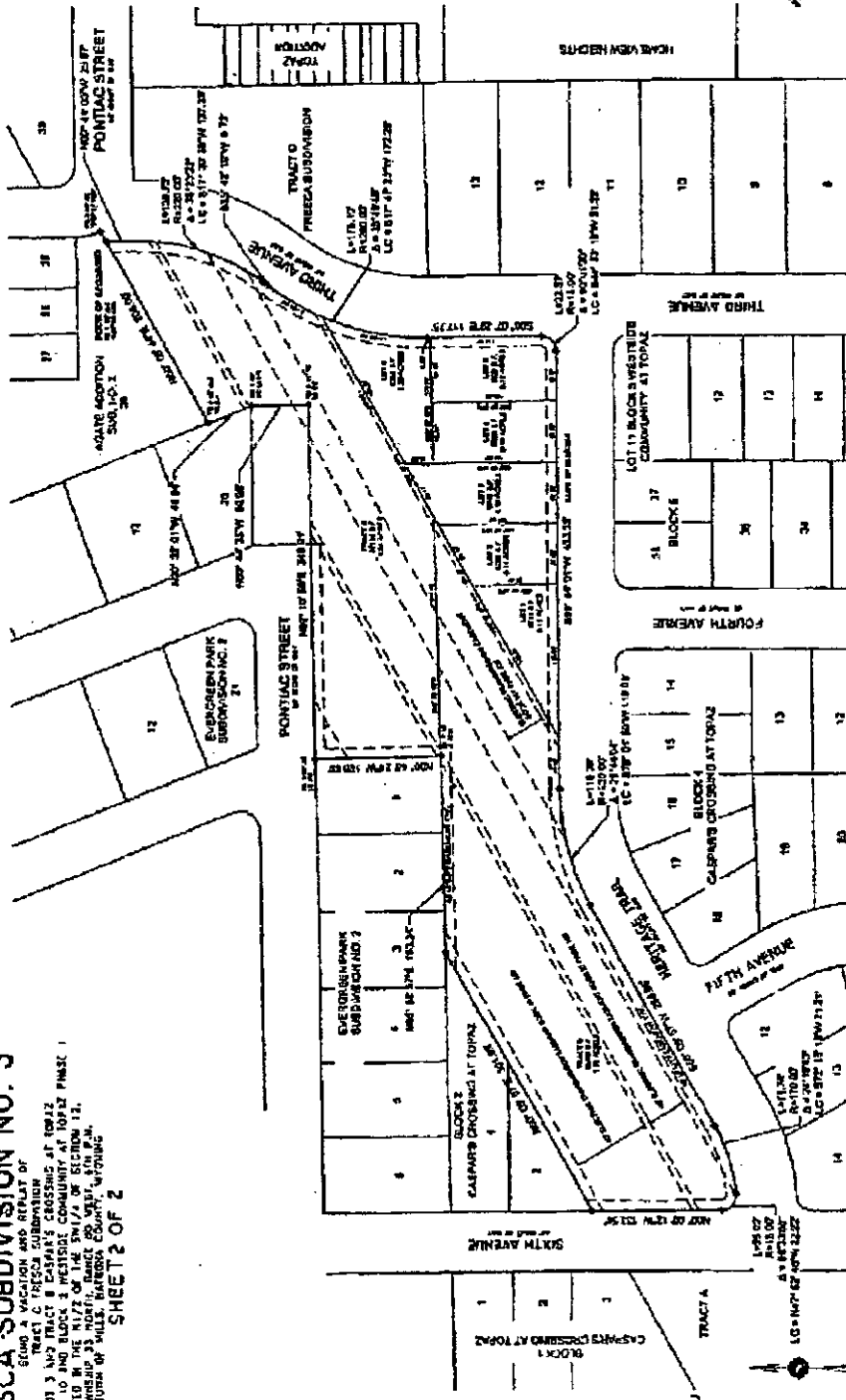
EDS
ENGINEERS

8461K

FINAL PLAT FRESCA SUBDIVISION NO. 3

SECTION 2, T4N, R10E, S4E, 10TH DISTRICT, WYOMING
 LOT 3 AND TRACT 3, CASPARI'S CROSSING AT 10912 PMSE 1
 GRANTED IN THE 1177 OF THE SW 1/4 OF SECTION 12,
 T4N, R10E, S4E, 10TH DISTRICT, WYOMING
 TOWN OF WILLOW, BARBERS COUNTY, WYOMING

SHEET 2 OF 2



B.V. ENGINEERS
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PROJECT NO. 2000-0001
 DATE: 10/15/00
 DRAWN BY: J. B. VANCE
 CHECKED BY: J. B. VANCE
 APPROVED BY: J. B. VANCE