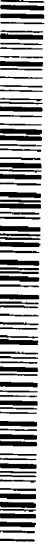


**FIRST AMENDMENT TO AND COMPLETE RESTATEMENT OF
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR AFTON AIRPARK**

This instrument is intended to clarify, amend and fully restate that Declaration of Covenants, Conditions and Restrictions and Easements for Afton Airpark that originally was recorded in the Lincoln County Clerk's Office, Lincoln County, Wyoming on August 16, 2005 in Book 594 at Page 521 (herein referred to as the "Original Declaration"). After the sale and conveyance of lots in Afton Airpark, and the resulting review of the Original Declaration, the undersigned parties wish to clarify certain issues and to correct certain typographical errors therein. Rather than make the desired clarifications, corrections and/or amendments in a separate document requiring cross reference to the Original Declaration, the undersigned clarify, amend and fully restate the Original Declaration in its entirety so that the desired revisions can be clearly and fully made herein, and the entire Declaration can be read as one complete document which sets forth the full desires and intent of the parties, as restated herein. This FIRST AMENDMENT TO AND COMPLETE RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR AFTON AIRPARK shall hereinafter be referred to as "the Declaration" and shall be recorded in the Lincoln County Clerk's Office, Lincoln County, Wyoming.

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LINCOLN COUNTY FEES: \$176.00 PAGE 1 OF 40
BOOK: 901 PAGE: 113 CCR'S

JEANNE WAGNER, LINCOLN COUNTY CLERK



BarrMore, LLC, a Wyoming limited liability company (hereinafter "Declarant" or "Developer"), has declared that all of the lands within Afton Airpark, as more particularly described as Lots 1 through 57, as laid out and shown in that Plat prepared by Surveyor Scherbel, Ltd., approved by the Town Council, Town of Afton, Wyoming on June 14, 2005, and recorded in the Lincoln County Clerk's Office, Lincoln County, Wyoming as Instrument No. 910442 (herein "the Plat"), shall be subject to the express covenants, conditions, restrictions and easements, as amended and set forth hereinafter (herein collectively "the Covenants") set forth within this Declaration. To further the purposes expressed herein, the Declarant, for itself, its successors and assigns, hereby declares that all real property hereinafter described, whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to these Covenants as set forth herein.

This is the Declaration of Covenants, Conditions, Restrictions and Easements of Afton Airpark Homeowners Association, Inc., a Wyoming corporation (herein the "HOA") which filed its initial Articles of Incorporation with the Wyoming Secretary of State on August 30, 2005 (herein the "Articles"). By approval of this amended Declaration, the Owners consent to the amendment to the Articles to provide that the HOA may transition from a profit corporation to a Wyoming nonprofit mutual benefit corporation pursuant to Wyo. Stat. Sect. 17-19-1806, with the requisite notice and rights of dissent of the Owners having been provided accordingly.

1. NOTICE TO ALL OWNERS:

THIS SUBDIVISION IS IN EXTREMELY CLOSE PROXIMITY OF THE AFTON AIRPORT AND ITS RUNWAY, AND THERE SHALL BE TAXIWAYS WITHIN THE

SUBDIVISION FOR THE EXPRESSLY INTENDED USE AND OPERATION OF AIRCRAFT ONLY IN CLOSE PROXIMITY TO THE RESIDENCES. BUYERS OF ANY LOT EXPRESSLY UNDERSTAND, ACKNOWLEDGE AND AGREE TO BE SUBJECT TO THE NOISE ASSOCIATED WITH BEING NEXT TO AN AIRPORT AND WITH HAVING AIRCRAFT OPERATE WITHIN THE SUBDIVISION.

2. SUBDIVISION / LOTS DEFINED.

These Covenants shall apply to all that land located in the E½ of Section 36, Township 32 North, Range 119 West of the 6th P.M., Lincoln County, Wyoming, consisting of approximately 83.70 acres, more or less, which is more specifically described and shown on the Plat of Afton Airpark, which such subdivision shall be defined and described herein as “Afton Airpark” or “the Subdivision,” and which is more specifically described on said Plat, attached hereto and incorporated herein by reference as Exhibit “A.”

Each and all of the lots described in Afton Airpark shall be expressly subject to these Covenants and shall be referred to herein as “Lot” or “Lots.” The record owner of each Lot, whether one or more individuals or entities, shall be referred to herein as the “Owner.”

No Lot shall be further subdivided.

3. DECLARANT’S INTENT/GENERAL PURPOSE OF COVENANTS.

The Developer, and its successors, developed the land described herein as Afton Airpark with intent to create this planned residential/airpark development subject to these Covenants for the purposes which include but are not limited to:

- a.) creating a residential planned unit development for those Owners who are aviation pilots and/or aviation enthusiasts and who wish to reside in a subdivision with taxiways where aircraft shall be permitted to travel within the bounds of the Subdivision;
- b.) discouraging any conflicts between the use of aircraft within the planned unit development and the residential uses by the homeowners therein;
- c.) creating and keeping the Subdivision desirable, attractive, beneficial, valuable and suitable in architectural design, materials and appearance for a high quality residential use mixed with an airpark;
- d.) guarding against fires and other hazards and the unnecessary interference with the natural beauty of the Subdivision and the surrounding area; and
- e.) for the mutual benefit and general protection of each Lot, the Owners, and the adjoining Afton-Lincoln County Airport.

The Developer desired to preserve the values and amenities of the Subdivision by and through a homeowners association. These Covenants, and matters relating to the Subdivision,

shall be administered, controlled, maintained and enforced by the HOA and its Board of Directors, which are described in more detail below and in the Bylaws and other governing documents of the HOA, and the HOA shall be comprised of the Owner of each Lot (collectively the “**Members**” or individually a “**Member**”). The HOA and its Board of Directors shall administer and enforce these Covenants and shall collect, manage, administer and disburse the assessments and charges authorized herein.

For these purposes, the Developer has incorporated a corporation under the laws of the State of Wyoming as, Afton Airpark Homeowners Association, Inc., a Wyoming corporation, and has filed the Articles of Incorporation with the Wyoming Secretary of State on August 30, 2005 (herein “**the Articles**”) and has executed Bylaws and other required governing documents for said HOA. By approval of this Declaration, the Owners consent to the amendment to the Articles to provide that the HOA may transition from a profit corporation to a Wyoming nonprofit mutual benefit corporation pursuant to Wyo. Stat. Sect. 17-19-1806, with the requisite notice and rights of dissent of the Owners having been provided accordingly and hereby authorize the HOA Board of Directors to take any steps necessary and file the appropriate Amendment to Articles of Incorporation with the Wyoming Secretary of State to transition such profit corporation to a nonprofit mutual benefit corporation.

4. THE HOMEOWNERS ASSOCIATION— MEMBERSHIP/VOTING RIGHTS AND BOARD OF DIRECTORS.

4.1 Membership. Every person or entity who is a record owner of a fee interest in any Lot which is subject to these Covenants of record and to assessment by the HOA shall be a Member of the HOA, subject to the terms hereof and the Bylaws and other governing documents of the HOA. Notwithstanding the foregoing, any such person or entity who merely holds record ownership as security for the performance of an obligation shall not be a Member of the HOA.

4.2 Voting Rights. The HOA shall have one class of voting Members and a Board of Directors. Members shall be the record owners of all Lots. Members shall be entitled to one (1) vote for each Lot owned, except when a Member’s voting rights have been suspended as more specifically set forth in this Declaration. If owned by more than one Owner or entity, the vote for each Lot shall be exercised by the Owners who may among themselves determine, but no fractional votes shall be allowed for or against any proposition to be voted upon and, in no event, shall there be more than one (1) vote cast per Lot. Unless a greater percentage is specifically otherwise required in this Declaration or the Bylaws for a specific matter (e.g., removal of a Director, dedication of portions of the Common Area to a public agency, or amendments to the Bylaws or this Declaration as set forth herein), action by the HOA shall require: 1) the affirmative vote of fifty-one percent (51%) of the vote of the Members for votes taken at a meeting of the Members where a quorum is present; or, alternatively, 2) the affirmative vote of fifty-one percent (51%) of all Members taken by written ballot without a meeting.

4.3 General Matters. When reference is made in this Declaration (or in the Articles, the Bylaws, rules and regulations, or other documents hereafter established by and/or for the HOA) to a majority of Members of the HOA, such reference shall be deemed to reference a simple majority (51%). Any action taken by the HOA shall be taken at a meeting at which a quorum is present. A quorum shall consist of Members present, in person or by proxy, entitled to cast at

least fifty one percent (51%) of the total votes in the HOA. If a quorum is not present, the meeting shall be adjourned from time to time until a quorum is present. Any action that may be taken at a meeting of the Members may be taken without a meeting if such action is authorized in a writing setting forth the action taken and is signed by at least fifty-one percent (51%) of all Members of the HOA, unless the provisions of applicable law, the Declaration or the Bylaws specifically require a greater percentage of the vote, or if such action is taken in any other manner permitted by law. Any action so approved shall have the same effect as though taken at a meeting of the Members.

4.4 Board of Directors of the HOA. The HOA shall have a Board of Directors (hereinafter the "Board"), which said Board is created by this Declaration and shall be subject to the terms and conditions set forth in the HOA's Articles and Bylaws, as may hereafter be amended from time to time by the HOA. The Board shall have the powers and duties otherwise set forth in the HOA's Articles and Bylaws and shall specifically have the powers enumerated in Section 9 below as the sole governing body for all architectural review, approval, control and variance for the improvement requirements of each Lot and the Subdivision.

In accordance with the Bylaws, the Board shall be comprised of three (3) Directors who are Lot Owners elected by the Members of the HOA at an annual meeting of the HOA. Any action taken by the Board shall require an affirmative vote by at least two-thirds of its Directors. Any elected Director may be removed, with or without cause, by a two-thirds vote (66.67%) of all of the Members of the HOA at a special meeting called for such purpose or by written action, and a successor may then be elected by the Members to serve for the balance of the removed Director's term.

5. COMMON AREAS/EASEMENTS – PROPERTY RIGHTS/GRANTS/RESERVATIONS.

5.1 Ownership of Taxiways. Taxiways within the Subdivision shall be privately owned, subject to the easements specifically granted to the HOA on the Plat and/or herein (except Aviat Taxiway, the ownership and control of which was retained by Developer), as follows:

5.2 Members' Easements for Common Areas/Easements. Each Member of the HOA as an Owner of a Lot, and each tenant, agent and invitee of such Member, is hereby granted and shall have a permanent and perpetual non-exclusive easement for the use and enjoyment of all Common Areas, which for purposes herein shall include: (i) the common area(s) designated on the Plat (i.e., Lot 57 is intended by Declarant to be a Common Area for the non-exclusive benefit of each and every Lot owner for an area used for aircraft to travel to/from Zulu Taxiway through the fence to the Afton-Lincoln County Airport), (ii) the taxiway and street easements granted on the Plat, and (iii) all other common easements/areas as shown, designated and granted on the Plat (which excludes that portion of Aviat Taxiway east of Lot 57, which does not and is not required to provide aircraft access to any Lot but may be used by Declarant, or its successor and assigns for access to other properties), in common with all other Members of the HOA, their tenants, agents and invitees.

All rights of use and enjoyment of such areas/easements are subject and subordinate to the following:

- a.) Easements over and upon the Common Areas are granted in favor of all Owners and their invited guests, as shown and described on said Plat; provided, however, that this section shall not in itself be deemed to grant any easements or use rights which are not specifically granted on the Plat or elsewhere herein or in any other documents to which the Subdivision is not now or hereafter made subject.
- b.) The right and duty of the HOA to levy and collect assessments against each Lot for the purpose of maintaining the Common Areas, the streets, and taxiways for which easements were granted on the Plat, and easements and facilities thereto in compliance with the intent and provisions of this Declaration.
- c.) The right of the HOA to suspend the right of an Owner, his tenants, family, guests, invitees, employees or agents to use the Common Areas (except for legal access) and common facilities for any period during which: 1) any applicable assessment remains unpaid, 2) an Owner is in violation of these Covenants; or 3) for any infraction of lawfully published rules and regulations which remains uncured by an Owner, all at the Board's discretion.
- d.) The right of the HOA to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas, if any.
- e.) The right of the HOA to adopt and enforce rules and regulations governing the use of the Common Areas, common facilities and easements.
- f.) The right of the HOA, by a two-thirds (66.67%) affirmative vote of the membership, to dedicate portions of the Common Areas to a public agency under such terms as the HOA deems appropriate and to create or contract with community development and special taxing districts for lighting, roads, recreational or other services, security, communications and other similar purposes deemed appropriate by the HOA (to which such creation or contract all Owners hereby consent).
- g.) The right hereby reserved by the HOA herein to grant non-exclusive perpetual easements over, under and through the Common Areas, taxiways or said common easements.
- h.) The right to the use and enjoyment of the Common Areas, common facilities, taxiways, and common easements shall extend to each Owner's immediate family who reside with him or her, subject to the HOA rules and regulations.

5.3 Utility Easements. Public utilities shall be installed underground along those easement routes shown on the Plat when necessary for the service of the Lots, Common Areas, and/or other properties, and the right thereto is granted herein. The Developer, its designees and the HOA shall have the right also to install and maintain community and/or cable TV and security and other communications lines, equipment and material (and all future technological advances not now known) in the Subdivision, and perpetual easements are hereby reserved for the Developer and the HOA and its designees over the Common Areas and said easement routes for

this purpose. The Board is granted the authority to grant and execute written easement for public utilities within the Subdivision.

5.4 Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across such Common Areas in the performance of their respective duties.

5.5 Easements and Setback Requirements – Further Grants/Reservations.

- a.) A 115 foot wide clear zone (object-free) easement is granted and reserved along the Lot lines fronting the outer boundaries of the taxiway, and as otherwise shown on the Plat. Said clear zone easement is measured 57 ½ feet from the centerline of said taxiway along the Lots lying in the interior of the Subdivision, all said clear zone easement routes being as shown on the Plat. This easement is granted and reserved for a safety zone, and no aircraft, trees or other buildings or obstacles are allowed above-ground in this easement area.
- b.) A 10 foot easement along all sides of all Lots is reserved for underground utility and/or drainage purposes.
- c.) A 20 foot easement along the exterior boundaries of the Subdivision, as shown on said Plat, is reserved for a drainage or underground utility easement and for the purpose of erecting a privacy fence or hedge, if desired by the HOA.
- d.) No structure or building may be constructed within 25 feet of the front street-side property boundary.
- e.) The maintenance of all drainage easements, privacy fences or hedge rows is the responsibility of the HOA. If the easements are not currently being used for one of these purposes by the HOA, then the Owner of the Lot encumbered by said easement is responsible for the maintenance thereof (e.g., mowing, raking, etc.).

5.6 Easements Appurtenant. The easements granted herein and on the Plat shall be appurtenant to and shall run with land and with the title to each Lot.

5.7 Additional Easements. The Board of the HOA specifically is given the authority to grant additional non-exclusive, perpetual easements over, under and through the Common Areas, taxiways as may be reasonably requested and necessary from time to time and to execute any and all documents granting the same.

6. COMMON AREAS/EASEMENTS – MAINTENANCE, REPAIRS, LANDSCAPING.

6.1 Maintenance. The HOA shall at all times maintain in good repair, operate, manage and insure, any and all improvements situated on the Common Areas, streets and taxiways (except Aviat Taxiway which does not provide aircraft travel rights adjacent to any Lot and which has not been granted herein or on the Plat), common easements including, but not limited to, all recreational facilities, landscaping, paving, drainage structures, street lighting fixtures and

appurtenances, sidewalks, and all other structures (except public utilities). All work or expenses pursuant to this Section allocated to the HOA shall be paid for by the HOA through assessments imposed in accordance herewith and shall be maintained in a continuous and satisfactory manner. The Board of the HOA is authorized to execute any agreement confirming its maintenance obligations as stated herein, including but not limited to maintenance of the roadways or taxiways as maybe required by an Owner or mortgagee from time to time.

The maintenance required from the HOA set forth herein shall be without cost to the general taxpayers of the Town of Afton, Wyoming (except for those portions of the Common Areas dedicated to a public agency under Section 5.2(f)) and without direct, individual expense to the Owners of the Lots upon which the such areas abut, except for their share of the general common expenses levied by assessment. No Owner may waive or otherwise escape liability for the assessments for such maintenance by nonuse of such Common Areas. The duty of the HOA to maintain the streets and taxiways shall not be transferred or suspended. The HOA has no liability for, or responsibility to, maintain vacant lots not owned by the HOA. The Owner of a Lot is responsible for the maintenance of the individual Lots.

6.2 Limitations on Use. The Common Areas, as shown or designated herein and on the Plat, shall be used for the purposes of common enjoyment by the Owners for such purposes as a park, pedestrian/recreational areas, parking, landscaping a planted screen buffer, aircraft taxiing on the taxiway easements granted on the Plat, for installation and maintenance of underground utilities and lines, and any other future use expressly permitted by the HOA. Such Common Areas shall not be used by Owners of their respective Lots for parking or for any other purposes not expressly permitted by the HOA. No driveway access or vehicular access shall be permitted to any Lots across such Common Areas except as may be expressly permitted by the HOA or Declarant.

7. THE HOMEOWNERS ASSOCIATION'S RIGHTS OF ASSESSMENTS/LIENS.

7.1 Creation of the Lien and Personal Obligation of Assessments. The Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the HOA: (1) monthly assessments or charges (unless the Board adopts a different assessment schedule), and (2) special assessments for capital improvements or against an individual lot as set forth in Sections 7.3, 7.10, 8.3, 9.1.1 or 9.5(c) herein, such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs and reasonable attorney's fees for collection, shall be a charge on and continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, also shall be the personal obligation of the person or entity who was the Owner of such Lot at the time when the assessment fell due. All monthly assessments shall be imposed equally against all Lots within the Subdivision and those that may in the future be subject to liens of the HOA, unless otherwise approved by the Board. Monthly assessments may include reasonable reserves as the HOA may deem necessary, for the future repair, maintenance or improvement of the Common Areas. The Board shall endeavor to fully fund the reserve account (but shall not be legally required to do so), and in no case shall the balance of the reserve account fall below greater of: 1) the estimated cost to seal coat the asphalt roads and taxiways plus the amount of the current annual budget, or 2) Eighty-Five Thousand Dollars (\$85,000.00).

7.2 Purpose of Assessments. The assessments levied by the HOA shall be used for maintenance, operation, management and insurance of the Common Areas as provided herein, the payment of expenses allocated to the HOA's purposes, and to promote the health, safety, welfare and recreational opportunities of the Members of the HOA and their families residing with them and their tenants, agents and invitees.

7.3 Capital Improvements. Funds in excess of \$10,000, in any one case, which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas and which have not previously been collected as reserves or are otherwise available to the HOA, may be levied as special assessments by the HOA upon approval by two-thirds (66.67%) of the votes of all Members of the HOA by vote at a meeting or by written ballot as may be provided by the HOA. It is the intent of this Section that any capital improvements having a cost of less than Ten Thousand Dollars (\$10,000) be paid for by regular assessments, with an appropriate adjustment to the budget of the HOA and the assessments levied thereunder to be made, if necessary.

7.4 Date of Commencement of Assessments; Due Dates and Amounts. The monthly assessments provided for in this Article shall commence on the day that the first Lot within the Subdivision is sold and conveyed to an Owner. Each subsequent monthly assessment by the HOA shall be due upon receipt of a monthly invoice sent to each Owner by the HOA, and all monthly assessments are to be billed and paid in advance.

The due date of any special assessment or capital improvement assessment shall be fixed in the HOA resolution authorizing such assessment and will be payable within 30 days of assessment and invoice sent to each Owner by the HOA.

The monthly HOA assessment initially shall be set as follows, unless otherwise agreed and directed by the HOA:

- a.) Upon the purchase of a Lot, each Owner shall pay the then current monthly assessment amount to the HOA (the "Initial Assessment") for payment toward the maintenance, repair and other duties and responsibilities of the HOA, whether or not a home has been constructed or is occupied on the Lot.
- b.) Each Lot shall be assessed the same amount whether occupied or not. Adjacent Lots or Lots with common ownership may not be combined and treated as a single Lot for the purpose of assessment.
- c.) The monthly assessment amount may be increased each year if reasonably required and justified for the HOA's financial requirements; however, such monthly increase may not be more than 20% above the previous year's monthly assessment without the approval of at least a majority of the Members of the HOA.
- d.) An annual accounting of any and all assessments collected and/or reserves therefrom held by the HOA shall be available to the Owners on or before April 1st

of each calendar year and at or before the annual meeting each year, all in accord with the HOA's Bylaws.

7.5 Powers/Duties of the HOA. The HOA shall maintain a roster of the Members thereof and assessments applicable thereto. Said roster shall be kept by the Board or an agent designated by the Board and shall be available for inspection by any Owner within a reasonable time upon request.

Written or electronic notice of the applicable assessment shall be sent to every Owner thirty (30) days prior to the due date, except as to emergency assessments. In the event no such notice is given, the assessment amount payable shall continue to be the same as the amount payable for the previous period until changed in the manner provided for herein.

The HOA shall, upon demand, furnish to any Owner liable for an assessment a letter in writing signed by an officer of the HOA or its designated agent or representative, setting forth whether such assessment has been paid as to any particular Lot.

The HOA, through the action of the Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Lots, with a residence thereon or to be constructed, for occupancy by its employees or independent contractors. The HOA may enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services.

The HOA shall have all other powers and duties provided in its Articles of Incorporation and Bylaws or as provided by law.

7.6 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the HOA. If an assessment is not paid on the due date, then such assessment shall become delinquent and shall, together with late charges, interest and the cost of collection, become a continuing lien on the appropriate Lot and shall bind such Lot in the hands of the Owner, his heirs, personal representatives, successors and assigns. Except as specifically provided herein, the personal obligation of the Owner to pay such assessment shall pass to his successors in interest with recourse against the Owner or his successor's without expiration.

Each assessment, together with interest, costs and reasonable attorney's fees, also shall be the personal obligation of the person or entity who was the Owner of such Lot at the time when the assessment fell due, and the HOA shall have the authority to collect such assessment through appropriate legal action against such Owner in lieu of, or together with, filing a lien against the Lot.

All assessments, late charges, interest, attorney's fees and other sums provided for herein shall accrue to the benefit of the HOA.

Owners shall be obligated to deliver the documents originally received from the Developer or closing agent for their purchase of a Lot, which includes a copy of this Declaration and other declarations and documents, to any grantee of such Owners, and to notify the HOA in the event of transfer of ownership. Failure of an Owner to do so does not relieve any grantee or successors

from being subject to the Covenants, Conditions, Restrictions and Easements set forth in this Declaration and other declarations and documents or the responsibility to notify the HOA of such transfer.

The HOA shall have such other remedies for collection and enforcement of assessments as may be permitted by their Articles, Bylaws and/or applicable Wyoming law. All remedies are intended to be cumulative.

7.7 Subordination of the Lien. The lien of the assessment provided for in this Section 7 shall be subordinate to real property tax liens and to the lien of any first mortgage recorded prior to recordation of a claim of lien. The order of priority of liens hereunder shall be: tax liens, first mortgage liens, the lien created herein, and liens junior thereto, if any. Any lien of the assessment provided for in this Article not satisfied through the process of foreclosure does not relieve the successor or grantee of the obligation to pay past due assessments as described in Section 7.6.

7.8 Collection of Assessments. Assessments levied pursuant hereto shall be collected in the manner established by the HOA or its Board of Directors.

7.9 The HOA Funds. The portion of all regular monthly assessments collected by the HOA for reserves for future expenses, and the entire amount of all special assessments, shall be held by the HOA and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

7.10 Specific Damage. Owners (on their behalf and on behalf of their children, tenants, guests, invitees, employees and agents) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the HOA, and a special assessment may be levied therefore against only such Owner(s).

8. THE HOMEOWNERS ASSOCIATION'S RULES AND REGULATIONS.

8.1 Compliance by Owners. Every Owner and his tenants, guests, invitees, employees and agents shall comply with any and all rules and regulations herein or as hereafter adopted and promulgated by the HOA and the provisions of this Declaration, and Articles and Bylaws of the HOA, as amended from time to time. Failure of an Owner or occupant to comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. Every act or omission whereby any covenant, restriction, condition, or rules and regulations in these Covenants is violated in whole or in part is declared to be a nuisance and may be abated by the Board or any Owner, and all remedies available to the Board or Owners to enforce the Covenants shall be deemed cumulative and not exclusive. The remedies available to an Owner to enforce the Covenants shall be limited to any and all legal actions or remedies available by law, but only the Board may seek enforcement by taking any specific action that requires access onto the violating Owner's Lot.

8.2 Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for

damages, injunctive relief, special assessment for damages, or any combination thereof, including attorney's fees and costs, as more specifically set forth in Section 8.4 herein. The HOA shall have the right to suspend voting rights and use of Common Areas as specified herein for such failure to comply. Failure of the HOA to enforce any rules and regulations herein does not constitute a waiver or consent of the HOA and shall not be considered a precedent.

8.3 Special Assessment for Damages. In addition to all other remedies, in the sole discretion of the HOA, a special assessment for damages may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees, employees or agents, to comply herewith or with any rule or regulation, provided the following procedures are adhered to:

- a.) Notice: The HOA shall notify the Owner of the infraction or infractions. Included in the notice shall be time within which the Owner may cure the infraction or infractions prior to the special assessment for damages being imposed. If the Owner requests a meeting with the Board in writing, the Board shall set the date and time of a special meeting of the HOA or its Board of Directors at which time the Owner shall present reasons and evidence why a special assessment for damages should not be imposed. At least seven (7) calendar days' notice of such meeting shall be given.
- b.) Meeting: The non-compliance shall be presented to the HOA or its Board of Directors after which it shall hear reasons why a special assessment for damages should not be imposed. A written decision shall be submitted to the Owner by not later than thirty (30) days after said meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.
- c.) Amounts of Special Assessment for Damages: If findings are made against the Owner, the HOA or its Board of Directors may impose special assessments against the Lot owned by the Owner as follows:
 - (1) First non-compliance or violation: a special assessment not in excess of \$100 which reasonably relates to the costs incurred by the HOA in enforcing the violation;
 - (2) second non-compliance or violation: a special assessment for damages not in excess of \$500 which reasonably relates to the costs incurred by the HOA in enforcing the violation;
 - and (3) third and subsequent non-compliance, or violation or violations which are of a continuing nature, a special assessment for damages not in excess of \$1,000 which reasonably relates to the costs incurred by the HOA in enforcing the continuing violations.
- d.) Payment of Special Assessment for Damages: Special assessment for damages shall be paid not later than five (5) days after notice of the imposition or assessment of the special assessment and shall be subject to the provisions for the collection of assessments as set forth herein.
- e.) Application of Special Assessment for Damages: All monies received from special assessment for damages shall be allocated as directed by the Board of Directors.

- f.) Non-exclusive Remedy: These special assessment for damages shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the HOA may be otherwise legally entitled.

8.4 Attorney's Fees and Costs. All attorney's fees and other legal costs incurred by the HOA in anyway associated with or arising from enforcement of any violation, or threatened violation, by an Owner of the CCRs or the HOA rules and regulations, or which may be incurred in collecting any liens or special assessments for damages as set forth in these CCRs, shall be recoverable from the Owner and shall be considered the personal obligation of the person or entity who was the Owner of such Lot at the time when such attorney's fees and legal costs were incurred by the HOA from the date on which an attorney first was consulted on the matter and regardless of whether a lien or special assessment for damages ultimately is imposed. Such attorney's fees and legal costs, if not paid or reimbursed by an Owner, shall constitute a continuing charge and lien against the Lot on which the violation may have occurred.

8.5 Other Rules and Regulations:

- a.) The Common Areas and facilities and taxiways shall not be obstructed nor used for any purpose other than the purposes intended therefore. No vehicles, carts, bicycles, carriages, chairs, tables or any other objects shall be stored therein.
- b.) The personal property of Owners, excluding patio and lawn furniture and seasonal landscaping, must be stored within the structures on their Lot or in outside storage areas approved by the Board.
- c.) Other than garbage cans, no supplies, milk bottles or other articles shall be placed on the exterior portions of any Lot, and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be hung outside on any Lot.
- d.) Employees of the HOA, if any, are not to be sent out by Owners for personal errands. The Board shall be solely responsible for directing and supervising employees of the HOA.
- e.) Off-street parking for at least two vehicles, which said parking area shall be surfaced with either asphalt or concrete, shall be provided by the Owner on each Lot. No trailer, RV, boat, camper or any other recreational type vehicle shall be situated or parked on any Lot within the Subdivision for more than eight consecutive days, nor more than a total of two weeks within any calendar year, unless such vehicle is enclosed in the garage or accessory building.

Vehicles which are not in running condition or are in a state of disrepair or unlicensed, machinery and equipment shall not be placed or stored anywhere on a Lot unless enclosed in a garage or accessory building and out of the view of other Lot owners. Private vehicles, which are properly licensed and are used on a daily basis do not need to be stored in such a manner.

No portion of the Common Areas may be used for automobile parking purposes, except those portions specifically designed and intended therefore by the HOA, if any. Areas designated for guest parking by the HOA, if any, may be used only for this purpose and neither Owners nor occupants of a Lot shall be permitted to use these areas.

- f.) No vehicles shall park or drive on Afton Airpark taxiways, as said taxiways are designated for taxiing aircraft only.

Motorcycles, ATV's, snow machines and similar vehicles may be used only to enter and exit from the vehicle roads to a Lot, and no such vehicle shall be operated on a Lot in any unsafe, noisy or offensive manner. No such vehicle shall be operated on the taxiways except by a member of the Board or an employee of the HOA in the performance of their duties.

The speed limit on the roads within the Subdivision for cars, motorcycles, ATV's, or other licensed motorized vehicles shall be 20 miles per hour, unless otherwise adopted by the Board, and shall be posted throughout the Subdivision. The Board shall have the authority to enforce such speed limit in any manner it deems appropriate and shall have the authority to assess fines for speeding or install speed bumps or other speed deterrent devices.

- g.) Vehicles which are in violation of these rules and regulations shall be subject to being towed by the HOA as provided in the Declaration, subject to applicable laws and ordinances.
- h.) No Owner shall permit the use of any taxiway, including those taxiways adjacent to their Lot or Lots, for the purpose of construction or landscaping, or for access for construction equipment or landscaping equipment without specific written permission from the Board for a specific date and time. Owners shall bear all liability and responsibility for repair and or cleaning of taxiways as a result of their use for the purpose of construction or landscaping on their Lot, within 24 hours.
- i.) No Owner shall make or permit any disturbing noises on the Lot by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or convenience of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment on his Lot in such a manner as to disturb or annoy other residents (applying reasonable standards). No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
- j.) No electronic equipment may be permitted in or on any Lot which interferes with the television or radio reception of another Owner. Household electronic equipment (e.g., ham radio, satellite dish, etc.) shall not interfere with existing or planned future aviation and/or navigational aids.

- k.) Additionally, only standard residential lighting shall be used to illuminate a Lot. All outside lighting shall be arranged, directed and/or shielded so as to prevent any such light shining onto an adjacent road and/or other Lots.
- l.) No awning, canopy, shutter, enclosure satellite dish or other projection shall be attached to or placed upon the outside wall or roof of any building on the Lot, except as approved by the Board.
- m.) No Owner may alter in any way portions of the Common Areas, including, but not limited to, landscaping or tree or hedge trimming, without obtaining the prior written consent of the Board.
- n.) Except as otherwise provided herein, no commercial use shall be permitted on a Lot or within the Subdivision even if such use would be permitted under applicable zoning ordinances; provided however, this restriction shall not prohibit an owner from leasing his home or hanger provided that the tenant's use thereof is consistent with the terms herein.
- o.) No flammable, combustible or explosive fluids, chemicals or substances shall be kept or stored on any Lot, except in an approved military or DOT container. No flammable, combustible or explosive fluids, chemicals or substances shall be distributed on a Lot or on the Common Areas, except as otherwise permitted by the Board; provided however, this restriction shall not prohibit the parking of a vehicle or aircraft on the Lot which contains fuel in its internal fuel tank.
- p.) An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of a structure on his Lot without the prior written approval of the Board.
- q.) Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Subdivision and including full compliance by them with these rules and regulations and all other rules and regulations of the HOA. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing recreation facilities.
- r.) Pets and other animals shall neither be kept nor maintained in or about a Lot or Subdivision except in accordance with the Declaration and with the following:

No pet shall be permitted outside of its Owner's home or Lot unless attended by an adult or child of more than ten (10) years of age and said pet must be on a leash of reasonable length, unless it can be demonstrated that said pet is disciplined to its attendants voice command and will not interfere with the privacy of any person or their property. Clean up of pet waste in the Common Areas is the sole responsibility of the pet's Owner. Animal husbandry shall not be practiced in any form, and all pets shall be maintained for personal and family use only. No Lot Owner shall keep more than three (3) dogs nor more than three (3) cats on a Lot, and all such dogs/cats shall be kept restrained on an Owner's

Lot in a reasonable manner and shall at all times be kept from creating a nuisance or disturbance (particularly a noise disturbance) to other Lot owners within the Subdivision.

- s.) No livestock of any nature shall be kept, raised or maintained on a Lot ("livestock" shall include but not be limited to: horses, donkeys, cattle, sheep, pigs, goats, llamas, peacocks, turkeys, chickens, rabbits or any other such animals not customarily kept as household pets in the area).
- t.) No hazardous, illegal, noxious, or unreasonably loud or offensive activities shall be permitted within the Subdivision, nor shall anything be done or placed within the Subdivision which is or may become a nuisance. Each Owner shall maintain his Lot at all times in a safe, sound and sanitary condition and shall repair or correct any condition and refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their Lots.
- u.) No septic system shall be constructed or maintained on any Lot whenever sewer connections and facilities are available to the Lot. Provided further, if the Town of Afton or the State of Wyoming allow a water well to be permitted and constructed upon a Lot, nothing herein shall prevent such a well to be used on that Lot.
- v.) All electrical lines and telephone lines shall be run underground.
- w.) All aircraft shall have the right-of-way when taxiing on designated rights-of-way or taxiways. Aircraft shall run up only in designated areas. In any event, the "run up" shall not be done in such a manner as to cause damage to the property of others. FAA regulations shall be strictly enforced for the protection of the Lot Owners.
- x.) When an assessment is not paid within thirty (30) days after the due date, at the option of the HOA, a 20% late charge may be imposed for each occurrence and the HOA may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien against the property on which the assessments and late charges are unpaid, or may foreclose the lien against the property on which the assessments and late charges are unpaid, or pursue one or more of such remedies at the same time or successively. Attorney's fees and costs of preparing and filing the claim of lien and the complaint (if any) in such action, and in prosecuting same, shall be added to the amount of such action, and in prosecuting same, shall be added to the amount of such assessments, along with interest at 18% per annum from the due date of the assessment. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorney's fees and costs actually incurred in the applicable action together with the costs of the action, and the HOA shall be entitled to attorney's fees in connection with any appeal of any such action.
- y.) In addition to the rights of collection of assessments stated herein, any and all persons acquiring the title to or the interest in a Lot as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of

law and by judicial sale, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid, and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the HOA acknowledging payment in full of all assessments and other sums due.

- z.) It shall be the legal duty and responsibility of the HOA to enforce payment of the assessments hereunder. Failure of the HOA to send or deliver bills or notices of assessments shall not, however, relieve Owners from their obligations hereunder.

9. CONSTRUCTION REQUIREMENTS; ARCHITECTURAL CONTROL.

9.1 Construction Requirements. All new construction shall comply with the following requirements unless a written variance is granted by the Board:

9.1.1 New Construction/Time for Completion. Any buildings erected on the Lot shall be on-site new construction with new quality materials. No Owner of a Lot shall erect or place any mobile homes, factory constructed or other modular residential buildings on a Lot. Trailers shall not be used as a permanent residence during construction. Once construction of a structure is commenced on a Lot, construction of that structure shall be completed within twenty-four (24) months of commencement, or as otherwise governed by the Town of Afton or Lincoln County, Wyoming.

The Board may grant extensions under this subsection upon showing of reasonable cause and necessity. Failure to complete construction within the twenty-four (24) month period, or any written extension thereof, shall result in liquidated damages of One Thousand Dollars (\$1,000.00) per day against the Lot Owner until completion of construction, which assessment shall automatically become a lien against the Lot and a personal obligation of its Owner. Any delay or failure of the Board to exercise the rights under this section shall not be deemed a waiver of or bar enforcement. Mobile homes shall not be used as temporary or permanent residences at any time.

In addition to the requirements set forth herein, all new construction in the Afton Airpark must comply with the minimum standards set forth in the most recent version of the International Residential Code, as well as any applicable building codes adopted by the Town of Afton, Lincoln County, or the State of Wyoming.

Prior to commencing construction, the Lot Owner must present to the Board a declaration page or certificate of insurance showing that the Lot Owner has obtain a homeowner's general liability policy covering personal injury or property damage through completion of construction and naming the Board and the HOA as additional insureds under such policy.

9.1.2 Compatibility of Improvements. All buildings, fencing and any other improvements constructed on a Lot shall be appropriate in character, design, color and architecture in relation to the general area and to the other homes in the subdivision. No unusual design, styles or construction methods shall be allowed (for illustration purposes only -- there shall be no geodesic domes, A-frames, entirely underground bermed homes, or no other structures of inferior construction quality or design than what is typical in the area). All homes shall be of properly

framed construction (no prefabricated or modular buildings or trailers), and shall be sided only with materials allowed in Section 9.1.7.

9.1.3 Colors of Improvements. All buildings and improvements will be painted, stained, sided and roofed in primarily earth tone colors so that they shall blend with the land and the surrounding area and homes as much as possible.

9.1.4 Number of Buildings per Lot. No buildings shall be erected, altered, placed or permitted to remain on a Lot other than one (1) detached single-family primary residential dwelling, with a private attached garage, not a hangar, and a maximum of two (2) additional accessory buildings for use as an aircraft hangar, studio, carriage or guest house, additional garage, workshop, living quarters for domestic employees, recreation room, storage area, or any combination thereof, if permitted by the local government's applicable regulations. All building plans must be approved prior to construction by the Board, as set forth hereafter. No more than three (3) buildings per Lot shall be permitted unless the prior written approval of the Board. In clarification of Declarant's original intent, the two (2) permitted accessory buildings may be in addition to, but shall not be in lieu of, construction of the detached single-family primary residential dwelling required herein.

Plans for a detached single-family primary residential dwelling must be approved by the Board prior to commencement of construction of any structure. Construction of a detached single-family primary residential dwelling must commence prior to, or simultaneously with, construction of any accessory building and be completed within twenty-four (24) months of commencement, unless a waiver has been granted by the Board. Lots 45, 46, 47, 48, 49, 50, 51, and 52 are not required to construct a detached single family primary residential dwelling but must construct a hangar that includes above-grade finished living space, and must meet the requirements of Sections 9.1.5 and 9.1.6.

Failure by a Lot Owner to complete construction of any type of building (single-family primary residential dwelling, hangar homes, or accessory buildings) within a twenty-four (24) month period from the commencement of construction of such building, or any written extension thereof, shall result in liquidated damages of One Thousand Dollars (\$1,000.00) per day against the Lot Owner until completion of construction of the building, which assessment shall automatically become a lien against the Lot. Any delay or failure of the Board to exercise the rights under this section shall not be deemed a waiver or bar enforcement.

9.1.5 Minimum Square Footage / Maximum Height for Homes. Every primary residential dwelling that is a single story home shall have a minimum of 1,600 square feet of above-grade finished living area. Every primary residential dwelling that is a two-story home (above grade), where such two-story homes may be permitted, shall have a minimum total above-grade finished living area of no less than 2,000 square feet of finished living area on the ground level. No primary residential dwelling shall exceed two stories above finished grade (not including a standard basement level). A two-story home may be permitted only when specifically allowed by the Board in its discretion. For the purposes of this provision, the Afton Airpark defines a two-story building as one where any major ridgeline of the roof is not more than thirty-two (32) feet high at any point, as measured from the pre-construction grade of the natural contour of the lot. A two-story home must conform to the height restrictions that may be established by applicable municipal ordinance,

rule, regulation or by the FAA. Building features greater than thirty-two (32) feet high are subject to approval by the Board on a limited case by case basis, but shall not exceed thirty-six (36) feet.

No basement area will be considered a part of the finished floor area requirements, and no basement shall extend higher than thirty-six inches (36") from the highest point of the finished grade elevation of the primary residential dwelling.

9.1.6 Accessory Buildings. Each accessory building, and the size, design and location thereof, on a Lot shall be in addition to the dwelling and shall be subject to the prior approval of the Board. All such buildings shall be of properly framed construction (no prefabricated or modular buildings or trailers), and shall be sided only with materials allowed in the following paragraph. Each accessory building constructed on a Lot shall be constructed in a style that matches the primary residential dwelling constructed thereon, and the siding materials and roof colors (and roof materials when practical) of the accessory building(s) shall be the same as the dwelling. Any accessory building that is a hangar that includes above-grade finished living space, which is constructed on Lots 45, 46, 47, 48, 49, 50, 51 and 52 pursuant to Section 9.1.4, shall have a minimum of 1,600 square feet of above-grade finished living area.

In an effort to promote a higher quality look than an average pole-type barn, each accessory building shall have one or more architectural details that provide a higher-than-average appearance (examples of such intended details include but are not limited to: varying or multiple roof lines, covered porch or landing, a roof cupola or other such architectural details). The architectural details required by this paragraph shall be at the discretion of, and subject to, the approval of the Board.

9.1.7 Permitted Sidings. Each primary residential dwelling, and all additional accessory buildings, shall be sided with one or more of the following materials:

- a.) properly painted, stained or treated exterior-quality wood siding which shall be properly maintained after installation;
- b.) properly stained, painted or treated logs with a minimum diameter or thickness of seven inches (7") which shall be properly maintained after installation;
- c.) traditional stucco, Drivit or other high quality stucco-like siding; including "Easy Log Siding";
- d.) masonry (natural or cultured stone or brick);
- e.) high quality manufactured/composite siding (specific examples of which include: Certainteed's "WeatherBoards," James Hardie's "Hardiplank Lap Siding," or "Hardishingle Siding," and other such higher-than-average manufactured/composite siding approved by the Board) that is in the form of a traditional lap siding or shake and which meets all of the following minimum criteria: 1) the color warranty on the siding product is a minimum of fifteen (15) years; 2) the durability warranty on the siding product is a minimum of fifty (50) years; 3) the reveal of such a lap siding does not exceed six and a quarter (6 ¼) inches; 4) that the siding is properly installed according to

manufacturer specifications; and 5) there are no butt joints on any course of such lap siding on the front elevation of the building that require connectors/clips or caulking (i.e., all runs of lap siding shall be full-length runs at least on the front elevation).

9.1.8 Soffit and Fascia. All soffit and fascia shall be considered a part of the siding and shall be installed using new quality material and in accord with the siding materials permitted above; provided however, metal soffit and fascia may be used without requesting a variance so long as such metal soffit and fascia meets the following minimum quality specifications: all such metal shall be of a high quality and thickness and shall be properly installed; and fascia over seven inches (7") in height shall have a stepped appearance. Provided further, whenever metal soffit and fascia is used, that area where the rake fascia board meets the horizontal soffit from the side of the house, that connection shall be finished by boxing in the connection so that it has a finished appearance.

9.1.9 Trim Boards/Window & Door Casing. Window and door casing is required. Should any building be sided with any material other than those permitted sidings listed in paragraph 9.1.7 above, then all exterior windows and doors shall have a minimum of 3½ inch, and a maximum of 6 inch, trim boards which case all windows and doors and shall have corner boards with a minimum width of 3½ inches, and a maximum of 6 inches, on each corner of the building.

9.1.10 Front Elevation – Masonry Requirement. A minimum of twenty percent (20%) of the front elevation of all primary residential dwellings and all accessory buildings that faces the road shall be faced with masonry (i.e., either natural or cultured stone or brick), unless a greater percentage of masonry is otherwise required herein.

The intent of this paragraph is to require a certain portion of all improvements that you see from road in front of each home to be faced with a better-than-average attractive and natural appearance. For purposes of calculating the masonry requirement, the total area of the building that faces the road shall be calculated by excluding the area of the windows, doors, garage doors, and gable ends of that elevation – the remaining area of the building's elevation shall be the total area of which the applicable percentage must be faced with masonry.

Provided further, certain architectural details that are faced with masonry shall apply in fulfilling this masonry requirement. That is, details like masonry porch columns or pillars, masonry retaining walls, fireplaces with masonry exposed to the exterior elevation, and other such masonry details, shall apply toward this masonry requirement.

9.1.11 Prohibited Sidings. No primary residential dwelling nor any accessory building erected on a Lot shall be sided with any other materials such as the following materials, which are prohibited as such are typically inferior and less-than-average in quality and appearance, including but not limited to: plywood or any wood sheet panel siding; vinyl lap-style siding; metal siding (unless otherwise permitted as set forth herein); pressed board, hard board siding or other such inferior grade composite siding; exposed unfinished cement or concrete block, or any other inferior siding.

9.1.12 Roofing Requirements. All major roof lines of any primary residential dwelling shall be pitched with at least a 6/12 pitch; provided however, the roof pitch of porches, dormers and

other ancillary roof lines shall not be less than a 4/12 pitch. All buildings constructed on a Lot shall have a roof with at least an eighteen inch (18") overhang. No roof of any other structure erected on a Lot shall be pitched less than a 4/12 pitch. Permitted roofing materials shall not be in any unusual color and are limited to: 1) tile or slate, 2) asphalt shingles (provided however, if asphalt shingles are used, they shall be the architectural design with the "shake" look and shall be of a quality with at least a 40-year rating, 3) high quality composite shakes, 4) real cedar shakes, 5) metal roofing with high quality finish and in an architectural grade with concealed screws/fasteners, or 6) other such higher-than-average quality roofing material. Not more than one (1) type of roofing material or color may be used on any residential dwelling or accessory building, and both the residential dwelling and accessory building shall use the same type of material for consistency.

9.1.13 Sheathing & Exterior Framing Requirements. All construction shall use sheathing (except in types of construction where sheathing is not required, like logs) meeting at least the following minimum requirements: 1) all wall sheathing shall be at least 7/16" plywood, OSB or comparable sheathing product; 2) all roof sheathing shall be at least 5/8" plywood, OSB or comparable sheathing product; and 3) all subflooring shall be at least 3/4" plywood, OSB or comparable subflooring product. Additionally, all exterior stud walls shall be framed with studs on a maximum of 16" centers. The purpose of these requirements is to ensure the quality of the exterior appearance of the buildings shall be long lasting and shall not sag or develop a lower quality appearance because of lesser construction products used for exterior sheathing/framing.

9.1.14 Fences. There shall be no chain-link fences, no woven or barbed wire fences (except for the exterior fences of the subdivision for purposes of keeping livestock out), no concrete block fences nor any other unusual type of fence not common to the area on any Lot. Fences of any kind shall not be permitted in the Common Area. All permanent fences to be constructed on a Lot shall be subject to approval by the Board, as such approval process is set forth herein. Provided however, temporary fences (i.e., fencing to temporarily protect trees or vegetation) do not require such approval.

9.1.15 Drainage. Landscaping must be constructed and installed with proper and appropriate drainage on the Lot and further must be constructed in such a way as to prevent drainage run-off from a Lot to another Lot or to any street, taxiway or common area. A Lot owner may be liable for damages resulting from run-off of drainage from his Lot, and the Board may require a Lot owner to revise or construct appropriate drainage on a Lot should drainage run-off continue.

9.2 Review of Proposed Construction – Architectural Control by the Board.

9.2.1 Architectural Control Review and Approval by Board. The Board, as defined hereinbefore, is created by this Declaration, and it shall have the exclusive right, as a Board, to govern, control and enforce the architectural review and approval of the building requirements for all construction and landscaping on a Lot and any other improvements to a Lot. The Board shall further be responsible for the approval/denial of any variance to the construction, design, elevation, landscaping or other general building requirements for each Lot, as set forth herein. Any action taken by the Board shall require an affirmative vote by at least two of the three members. The Board may consult with a licensed architect or other professionals that the Directors deem appropriate in order to carry out its duties set forth in this Article 9.

9.2.2 Purpose/Intent of Architectural Control. The Board's purpose and intent as it relates to its duties of architectural control, review and approval is for it to serve as the exclusive architectural control committee for the Subdivision to protect the generally required characteristics of construction described herein and to prohibit any construction or improvement on a Lot in violation of such requirements and the theme intended for the subdivision. In its capacity as an architectural control committee, the Board's approval shall be required to commence construction. The Board shall have the sole and exclusive control over such construction requirements and all decisions made by the Board, in its sole discretion, shall be binding on the Subdivision and all Lots thereof. Failure of an Owner to secure approval from the Board in writing prior to construction shall be considered a violation of the rules and regulations herein and a lack of approval to proceed with construction.

9.2.3 Submission of Proposed Plans to Board -- Review and Approval Process. Whenever an Owner of a Lot wishes to construct a primary residential dwelling, an accessory building or any permanent improvement/construction, or landscaping, the Owner shall submit to the Board three (3) full sets of building and site plans for such proposed construction. Plans may be submitted in electronic form at the discretion of the Board. Such plans shall show all exterior elevations of the proposed building(s) and shall designate all the materials and colors to be used for all exterior materials so that the Board has sufficient information to evaluate if the proposal meets the requirements set forth herein. Additionally, the Owner shall submit color samples of all such materials and a landscaping plan for the Lot, for the Board's review and approval process. Plans submitted for approval additionally shall include dimensions showing all boundaries and setbacks as per the Covenants and Plat as well as the drainage path for all run-off water (drainage shall follow the natural contour of the existing grades as to not impact neighboring lot or lots).

Upon receipt of the initial set of plans, the Board shall meet or confer for the purpose of the Board's review of the plans and samples submitted as soon as possible, but in no event shall such meeting or conference occur later than twenty (20) calendar days from the date of the Board's receipt of the plans and samples. At said meeting, the Board shall have the opportunity to comment on the plans and discuss the same. At the conclusion of the discussion, the Board shall vote on its approval of the proposed plans and samples. The approval of such plans shall require at least a two-thirds approval by the member(s) of the Board, and such approval or denial shall be in the sole discretion of the Board. The Board shall issue a written statement outlining the result of said vote and whether the Board approved or denied the proposed plans and samples. If denied, the Board shall provide a written summary of the reasons for such denial and shall provide the same to the Lot owner who proposed the plans within ten (10) days from the date of said meeting. If changes or more detailed plans and specifications are required by the Board, as more specifically set forth below, the Board shall endeavor to review such newly submitted documents and information as soon as practical but shall not be required to adhere to the 20-day deadline as set forth above. No construction shall commence until the plans therefore have been approved in writing by the Board.

No building, fence, wall or other structure or improvement shall be constructed on any Lot until the plans and specifications are approved in writing by, the Board. The Board may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Board may also issue rules or guidelines setting forth

procedures for the submission of plans for approval. The Board may require such detail in plans and specifications submitted for floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors.

If a Lot Owner commences construction prior to receiving written approval of plans and specification by the Board, as required herein, such violation of the requirements set forth herein shall result in liquidated damages of One Thousand Dollars (\$1,000.00) per day against the Lot Owner until such time as the Lot Owner ceases and desists with construction and until the plans and specification have been approved by the Board, which assessment shall automatically become a lien against the Lot and a personal obligation of its Owner. Such stipulated sum is not a penalty but a reasonable measure of damages given the losses and liability that may result to the Board and the HOA in the event of violation of this section by an Owner. Any delay or failure of the Board to exercise the rights under this section shall not be deemed a waiver or bar enforcement.

All plans, including any changes or alterations, shall also be subject to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees, and shall comply with the most recent version of the International Residential Code, as well as any applicable building codes adopted by the Town of Afton, Lincoln County, or the State of Wyoming.

9.2.4 Intent of Architectural Control and Possibility for Variance. It is the intent of these Covenants to ensure that the homes and accessory buildings constructed within the Subdivision are higher-than-average homes in terms of quality, appearance and styling. The Developer and Lot owners wish to promote a high quality of construction and appearance for each building to be constructed in the Subdivision to protect each Owner's desired lifestyles and property values.

As further provided hereafter in the Covenants, the Board, in exercising its architectural control of the Subdivision, has the authority to, and may, grant a variance to an Owner upon the Owner's written request to allow the primary residential dwelling or accessory building to be constructed, sided or roofed in some material other than those expressly permitted above. The Declarant acknowledges that there may be a type of construction, siding, roofing or other materials proposed that may be otherwise prohibited herein but because of the overall high quality of construction, appearance and style of the proposed residence or building the Board may allow such and grant a variance.

9.3 Meetings of the Board. The Board shall meet from time to time as necessary to perform its duties hereunder. The Board may from time to time, by resolution unanimously adopted in writing, designate a Board representative to take any action or perform any duties for and on behalf of the Board, except the granting of variances pursuant to provisions hereof. In the absence of such designation, the vote of any two (2) members of the Board shall constitute an act of the Board.

9.4 Compensation of Members. The members of the Board shall not receive compensation for the performance of duties, but shall receive reimbursement for expenses incurred by them in the performance of their duties hereunder.

9.5 Inspection of Work/Noncompliant Work. Inspection of work and correction of defects or non-compliant work therein shall proceed as follows:

- a) Upon the completion of any work for which such approval plans are required under this Section 9.5, the applicant for such approval (the "Applicant") shall give written notice of completion to the Board.
- b) Within thirty (30) days thereafter, the Board or its duly authorized representative may inspect such improvement. If the Board finds that such work was not constructed in substantial compliance with the approved plans, it shall notify the Applicant in writing of such non-compliance, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same by repairing or replacing the noncompliant items at the Applicant's sole cost and expense.
- c) If, after (30) days from the date of notification of noncompliance, the Applicant shall have failed to remedy such noncompliance, the Board shall notify the Applicant in writing of such failure. The Board shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remedy or remove and replace the noncompliance improvement or bring a legal action against the Applicant, and the Applicant shall reimburse the HOA, upon demand, for all expenses incurred in connection therewith, including attorney's fees and costs, plus an administrative charge to be determined by the HOA. If such expenses are not promptly repaid by the Applicant to the HOA, the Board shall levy a special assessment against such Applicant and his Lot for reimbursement or may bring legal action against the Owner to collect such amounts owed.
- d) Any item of noncompliance not previously remedied or repaired where no written variance has been granted shall be deemed out of compliance for the purpose of sale and shall be brought into compliance by any new owner upon any future conveyance of a Lot.
- e) Any delay or failure of the Board to exercise its authority or rights under this Section 9.5 in a timely manner shall not be considered approval of any work by default or be deemed a waiver of or bar enforcement.

9.6 Non-Liability of Board Members. Neither the Board nor any member thereof, nor its duly authorized Board representative, shall be liable to the HOA, or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Board's duties hereunder. The Board shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic consideration and the benefit or detriment which would result to the immediate vicinity and to Afton Airpark and the overall development. The Board shall take into consideration the buildings, landscaping, color schemes, exterior finishes and material and

similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes.

9.7 Variance. The Board may authorize variances from compliance with any of the architectural provisions in this Article 9 or otherwise in this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance must be evidenced in writing which must be signed by at least two-thirds (66.67%) of the members of the Board. No variance shall effect in any way the Owner's obligation to comply with all governmental laws and regulations, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

10. GENERAL PROVISIONS.

10.1 Duration of Covenants. The covenants and restrictions of this Declaration shall run with and bind each Lot and the Subdivision and shall inure to the benefit of and be enforceable by the Developer or the HOA, the Owner of any land subject to this Declaration, and the Board, and their respective legal representatives, heirs, successors and assigns, for an unlimited term.

10.2 Notice Requirement. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally or electronically delivered or mailed to the last known address of the person who appears as Member or Owner on the records of the HOA.

10.3 Enforcement. Enforcement of these covenants and restrictions shall be accomplished by means of a proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction in accord with the laws of the State of Wyoming.

10.4 Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

10.5 Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the Covenants, conditions and restrictions, easements, charges and liens of this Declaration as set forth herein may be amended, changed, or added to at any time and from time to time upon the approval in writing or at a meeting of Owners holding not less than two-thirds (66.67%) of the votes of the full membership of the HOA. Any such approved amendment shall be executed by no less than two-thirds (66.67%) of the Owners and recorded with the Lincoln County Clerk in the county real estate records.

10.6 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the HOA, and the Articles shall take precedence over the Bylaws.

CERTIFICATE OF OWNERS
STATE OF WYOMING } ss...
COUNTY OF LINCOLN }

The undersigned hereby certifies that the portion of part of the E1/2 of Section 36, T32N R119W Lincoln County, Wyoming, bearing its own name and more particularly described under the Certificate of Survey, is with the true present and is in accordance with the desires of the undersigned owner and parties.

That the name of the subdivision shall be **AFTON AIRPARK ADDITION TO THE TOWN OF AFTON**.

That the undersigned do hereby reserve Lot 21 of the Airport Addition Second Plat to the Town of Afton, Wyoming, as shown in the Office of the Clerk of Lincoln County as Plat No. 313-A and Lot 27 of the Airport Addition 4th Plat to the Town of Afton, Wyoming, as shown in the Office of the Clerk of Lincoln County as Plat No. 313-D in accordance with Section 34-12-102, Wyoming Statutes 2005, as amended, and respectfully request the Clerk of Lincoln County to be marked and set in accordance with Section 34-12-110.

That Beach Street, Clifton Street, Diamond Street, Eclipse Street, Fairchild Street and Gufferson Street are hereby granted and conveyed to the Afton Airport Homeowners' Association, for the benefit of each Lot shown hereon.

That a non-exclusive, perpetual easement for ingress, egress and utilities is hereby granted over, under and across Beach Street, Clifton Street, Diamond Street, Eclipse Street, Fairchild Street and Gufferson Street as depicted on this plat to and for the benefit of each and every Lot shown hereon.

That a non-exclusive, perpetual easement for ingress, egress and utilities is hereby granted over, under and across Yorkes Terrace, Wray Terrace, Whiskey Terrace, Water Terrace and Zulu Terrace as depicted on this plat to and for the benefit of each and every Lot shown hereon.

That a non-exclusive, perpetual easement for ingress, egress and utilities is hereby granted over, under and across all of Lot 27 as depicted on this plat to and for the benefit of each and every Lot shown hereon.

Reserving unto the grantors, Barriers, LLC and their heirs, successors and assigns a non-exclusive, perpetual easement for ingress, egress and utilities over, under and across all of Lot 27 and across all of the above-described streets, easements and easements as depicted on this plat.

That non-exclusive, perpetual easements for drainage, irrigation, and utility easements over, under and across Yorkes Terrace, Wray Terrace, Whiskey Terrace, Water Terrace, Zulu Terrace, Beach Street, Clifton Street, Diamond Street, Eclipse Street, Fairchild Street, Gufferson Street, and a ten (10) foot strip along all sides of all lots, are hereby granted to all utility companies including, but not limited to, Lower Valley Energy, River Star Telephone Company and the Town of Afton for the underground installation of water, sewer, telephone, and other lines and for stormwater drainage and natural gas easements to this subdivision.

That a non-exclusive, perpetual easement for a clear zone ("Object-Free" area) as defined in the above listed Covenants, Conditions, and Restrictions, over, under and across a strip of land 115.00 feet in width along the eastern boundary of said Afton Airport, identical with Zulu Terrace, as depicted on this plat, is hereby granted to the Afton Airport Homeowners' Association.

That a non-exclusive, perpetual easement for said clear zone ("Object-Free" area) over, under and across the north eighteen (18) feet of Beach Street is also hereby granted to the Afton Airport Homeowners' Association.

That a non-exclusive, perpetual easement for said clear zone ("Object-Free" area) over, under and across a strip of land 115.00 feet in width along the eastern boundary of said Afton Airport, identical with Zulu Terrace, as depicted on this plat, is hereby granted to the Afton Airport Homeowners' Association.

That a non-exclusive, perpetual easement for emergency access is hereby granted to all emergency services over and across all streets, easements and easements and each thirty (30) foot "Emergency Access" as depicted on this plat.

That a non-exclusive, perpetual easement for utilities over, under and across a strip of land twenty (20) feet in width along the eastern boundary of the Town of Afton, as depicted on this plat, is hereby granted to the Town of Afton.

That the subdivision is subject to Covenants, Conditions, and Restrictions recorded simultaneously with this plat in said Office in Book _____ of Photostatic Records on page _____, so may be amended in accord with the terms thereof.

That the subdivision is subject to assessments of record.

That all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming are hereby released.

Barriers, LLC
a Wyoming Limited Liability Company

Barthelme *McCarteen*
Brad Barthelme, Manager Barr McCarteen, Manager

On this 23rd day of July, 2008 before me personally appeared Brad Barthelme and Barr McCarteen who did say that they are the managers of Barriers, LLC and that this instrument was signed and attested on behalf of said company by authority of its members and deponent said instrument to be the true act and deed of said company.

Witness my hand and official seal.

Jessie DeLoach
Notary Public

CERTIFICATE OF ENGINEER
STATE OF WYOMING } ss...
COUNTY OF LINCOLN }

I, Ryan Erickson, a Civil Engineer with Wyoming Registration Number 9225, hereby certify that the source of water intended for use by this subdivision is adequate and safe for domestic use, and that the plans for the domestic water supply meet county, state, and federal requirements. In addition, I hereby certify that the sewage disposal system intended for use by this subdivision is adequate and safe and that the topographic, proposed population density, soil conditions, and easements in the subdivision area have been accounted for in the system design.

The foregoing instrument was acknowledged before me by Ryan J. Erickson this 23rd day of July, 2008.

Witness my hand and official seal.

Jessie DeLoach
Notary Public



CERTIFICATE OF APPROVAL
State of Wyoming }
County of Lincoln } ss...
Town of Afton }

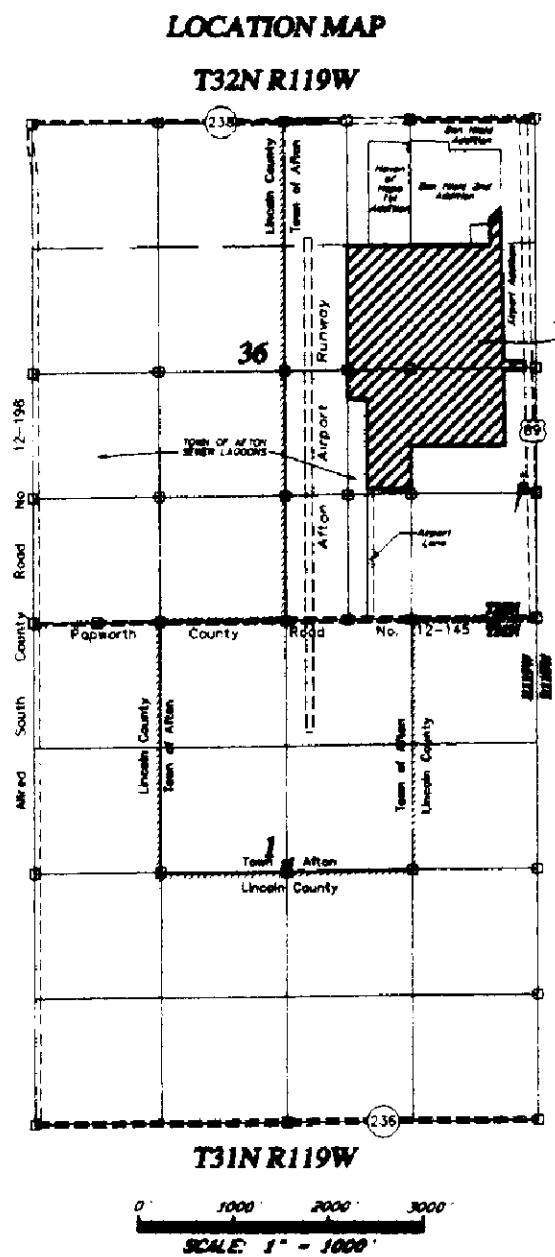
Pursuant to Sections 34-12-102 and 103 and 15-1-415, Wyoming Statutes, 2005, **AFTON AIRPARK ADDITION TO THE TOWN OF AFTON** as amended, was approved of the regular meeting of the Town Council held on the 14th day of June, 2008.

Town of Afton Afton
David V. Jensen *Luis Holmstrom*
David V. Jensen, Mayor Luis Holmstrom, Clerk

TOWN OF AFTON Planning and Zoning Commission

The said addition has approval of the regular meeting of the Planning and Zoning Commission on this 14th day of June, 2008.

Lon Myford
Lon Myford, Chairman



FLAT WARNINGS
AIRPORT SAFETY ZONE
Airport noise and aircraft related hazards may exist within this subdivision.

TOWN OF AFTON SWAMP LAGOONS
A. Other Provisions by the Normal Operation of the Sewage System
The sewer system operated by the Town of Afton is currently under a state of operation procedure to aid in the treatment of the sewage system. This procedure has been taken to prevent an overflow of the sewer system and the resulting odors and nuisances in the area adjacent to the sewer system.

B. Sewer Ejector Stations
This area is prone to earthquakes and other geological phenomena. There is a possibility that a seismic disturbance with sufficient force occurring around the sewer system in the event of a seismic event is a great likelihood that any sewage and effluent water contained within these structures will be released and flow in a surge in the area adjacent to the sewer system.

C. Groundwater Contamination
Due to the geological nature of the soil of the area contained within and surrounding the sewage system, there is a possibility that ground water in the area may become contaminated by the contents of the sewage system.

D. Further Requirements to Sewage System and Construction
This is to notify the owners and occupants in the subdivision that the Town of Afton plans to construct additional sewage systems in this area.

CERTIFICATE OF RECORDATION
This plat was filed for record in the Office of the Clerk of Lincoln County on this 23rd day of July, 2008.

Sally Adams
Sally Adams, Clerk

CERTIFICATE OF SURVEYOR
STATE OF WYOMING } ss...
COUNTY OF LINCOLN }

I, Marlene A. Scherbel of Afton, Wyoming, hereby certify that this plat was made from notes taken during an actual survey made by me and by persons under my supervision during December 2004 to June 2008, and from records in the Office of the Clerk of Lincoln County and that it correctly represents the **AFTON AIRPARK ADDITION TO THE TOWN OF AFTON** as described as follows:

All of Lot 21 of that plat of record in said Office as Plat No. 313-A used, AIRPORT ADDITION SECOND PLAT IDENTICAL WITH LOTS 14 AND 15 OF THE ORIGINAL AIRPORT ADDITION TO THE TOWN OF AFTON WITHIN THE E1/2 OF SECTION 36 TOWNSHIP 32 NORTH, RANGE 119 WEST LINCOLN COUNTY, WYOMING, identical with that tract of record in said Office in Book 588 of Photostatic Records on page 22; AND

All of Lot 27 of that plat of record in said Office as Plat No. 313-D used, AIRPORT ADDITION 4TH PLAT TO THE TOWN OF AFTON IDENTICAL WITH LOT 18 OF THE AIRPORT ADDITION TO THE TOWN OF AFTON WITHIN THE E1/2 OF SECTION 36 TOWNSHIP 32 NORTH, RANGE 119 WEST LINCOLN COUNTY, WYOMING, identical with that tract of record in said Office in Book 588 of Photostatic Records on page 22; AND

All of those tracts of record in Book 588 of Photostatic Records on page 813 and in Book 580 of Photostatic Records on page 11.

I have accurately surveyed said addition, that the parts thereof are accurately staked off and marked with an appropriate metal monument, including magnetic iron, inscribed at least with the registration number of the land surveyor, to provide source verification of all lot corners and survey control points of said addition, and that their location is correctly shown hereon.

That to the best of my knowledge, it conforms to the Municipal Code of the Town of Afton and to all applicable State Statutes and that the area of closure of the reverse of the other boundaries of said addition is no greater than one part in five thousand.

Marlene A. Scherbel
Marlene A. Scherbel, Surveyor

The foregoing instrument was acknowledged before me by Marlene A. Scherbel this 23rd day of July, 2008.

Witness my hand and official seal.

Jessie DeLoach
Notary Public



OWNERS:
Barriers, LLC, a Wyoming Limited Liability Company
P.O. Box 1822
Afton, Wyoming 83110

SURVEYOR:
Scherbel Surveyors, Ltd.
P.O. Box 723
Afton, Wyoming 83110
(307) 885-6312

LAND USE TABLE

Number of Residential Lots:	54
Number of Common Area Lots:	2
Average lot size:	1.2 Acres
Total acres:	65.708 acres
Total acres in total:	67.486 acres
Total acres in roads:	12.814 acres
Total acres in Afton Terrace:	3.834 acres

Zoning: C-2 Commercial

Setbacks:
Front: 25 feet
Side: 10 feet

DATE:
July 2008

RECEIVED 8/7/2008 at 9:52 AM
RECEIVING # 816442
BOOK PAGE
JEANNE WAGNER
LINCOLN COUNTY CLERK, KEMMERER WY

FINAL PLAT
AFTON AIRPARK ADDITION
TO THE TOWN OF AFTON
WITHIN THE
E1/2 SECTION 36
T32N R119W
LINCOLN COUNTY, WYOMING

SHEET 1 OF 3

DATE: 18 March 2008
DRAWN BY: Christine A. Orsato
CHECKED BY: [Signature]
FIELD NO.: [Blank]
COMPILED FILE: A00042008080

SURVEYOR SCHERBEL, LTD.
PROFESSIONAL LAND SURVEYORS

201 FIS LUTHER, 870 ALBUQU - TEL. 507-481-4343
2014 LEAS, 816 FRONT, WASHINGTON, 870-639-7611 FAX 870-678-5477
1400 N. 1ST, 817-233-5944 ALMA, 12-112, 817-233-5944 WASHINGTON, 12-112, 817-233-5944

WYOMING - Equal Opportunity
EQUITY - Equal Opportunity

Member Signature Page to accompany the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark

Resolved that the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark as submitted to the Lot Owners on September 13, 2016 shall be and hereby is approved.

Signed: *[Signature]*

Name: MIKE CALL

Date: 11/14/16

Lot(s): ALL 20 lots

STATE OF WY)

) SS.

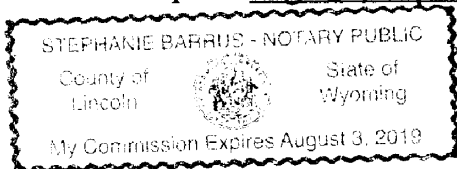
COUNTY OF Lincoln)

On this 14 day of ~~September~~ ^{November}, 2016 the foregoing instrument was acknowledged before me by MIKE CALL, who appeared before me and was personally known to me.

GIVEN under my hand and notary seal the day and year first above written.

[Signature]
Notary Public

My Commission expires: 8/31/19



Member Signature Page to accompany the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark

Resolved that the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark as submitted to the Lot Owners on September 13, 2016 shall be and hereby is approved.

Signed G.P. Napierkie Tee

Name: GLENW P. NAPIERSKIE

Date: 9/15/16

Lot(s): 3

STATE OF Wyoming)

) ss.

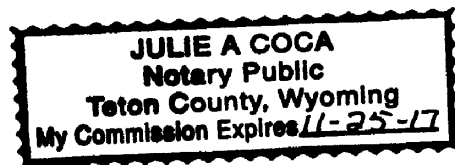
COUNTY OF Teton)

On this 15th day of September, 2016 the foregoing instrument was acknowledged before me by Glenn P Napierkie, who appeared before me and was personally known to me.

GIVEN under my hand and notary seal the day and year first above written.

Julie A Coca
Notary Public

My Commission expires: 11-25-17



Member Signature Page to accompany the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark

Resolved that the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark as submitted to the Lot Owners on September 13, 2016 shall be and hereby is approved.

Signed: [Signature]

Name: TIMOTHY J DIESTEL

Date: 9/15/16

Lot(s): 4-19-33-39-40-41

STATE OF Wyoming)
) ss.
COUNTY OF Lincoln)

On this 15th day of September, 2016 the foregoing instrument was acknowledged before me by Timothy J Diestel, who appeared before me and was personally known to me.

GIVEN under my hand and notary seal the day and year first above written.



[Signature]
Notary Public

My Commission expires: 07/27/19

Member Signature Page to accompany the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark

Resolved that the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark as submitted to the Lot Owners on September 13, 2016 shall be and hereby is approved.

Signed: Joan C. Diestel

Name: Joan C. Diestel

Date: 9-15-16

Lot(s): 4-19-33-39-40-41

STATE OF Wyoming)
) ss.
COUNTY OF Lincoln)

On this 15th day of September, 2016 the foregoing instrument was acknowledged before me by Joan C. Diestel, who appeared before me and was personally known to me.

GIVEN under my hand and notary seal the day and year first above written.



Terrece Siddoway
Notary Public

My Commission expires: 07-27-19



Member Signature Page to accompany the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark

Resolved that the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark as submitted to the Lot Owners on September 13, 2016 shall be and hereby is approved.

Signed: *Leslie Morehouse*
Name: Leslie Morehouse
Date: Nov. 7 16
Lot(s): 11

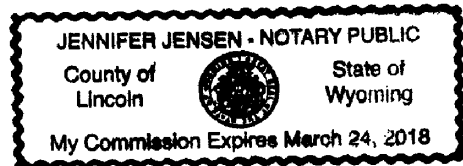
STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

On this 7 day of ~~September~~ November, 2016 the foregoing instrument was acknowledged before me by LESLIE MOREHOUSE, who appeared before me and was personally known to me.

GIVEN under my hand and notary seal the day and year first above written.

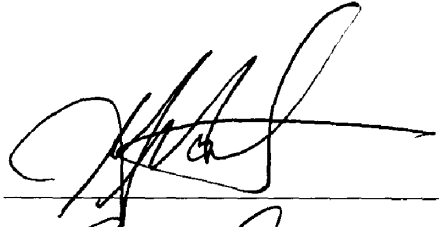
Jennifer Jensen
Notary Public

My Commission expires: MARCH 24, 2018



Member Signature Page to accompany the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark

Resolved that the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark as submitted to the Lot Owners on September 13, 2016 shall be and hereby is approved.

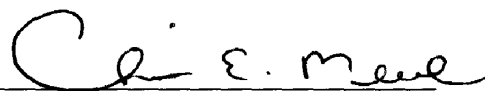
Signed: 
Name: Greg Grosslight
Date: 9/20/16
Lot(s): 14, 16, 45

STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA)



On this 20 day of September, 2016 the foregoing instrument was acknowledged before me by GREG GROSSLIGHT, who appeared before me and was personally known to me.

GIVEN under my hand and notary seal the day and year first above written.


Notary Public

My Commission expires: 11-17-2019

Member Signature Page to accompany the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark

Resolved that the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark as submitted to the Lot Owners on September 13, 2016 shall be and hereby is approved.



Signed: Joseph G. Kalus

Name: JOSEPH G. KALUS

Date: 03 NOV 16

Lot(s): 37

STATE OF LOUISIANA)

PARISH) ss.
COUNTY OF JEFFERSON)

On this 3rd day of ~~September~~ November, 2016 the foregoing instrument was acknowledged before me by JOSEPH G. KALUS, who appeared before me and was personally known to me.

GIVEN under my hand and notary seal the day and year first above written.

Erin E. Dearie

Notary Public

ERIN E. DEARIE

BAR NO. 29052

My Commission expires: at death

Member Signature Page to accompany the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark

Resolved that the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark as submitted to the Lot Owners on September 13, 2016 shall be and hereby is approved.

Signed: Joseph D Wheeler

Name: JOSEPH D WHEELER

Date: 13-SEP-16

Lot(s): 4/2

STATE OF TEXAS)

) SS.

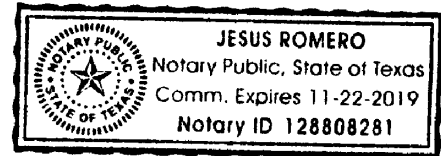
COUNTY OF SMITH)

On this 13TH day of September, 2016 the foregoing instrument was acknowledged before me by JOSEPH D WHEELER, who appeared before me and was personally known to me.

GIVEN under my hand and notary seal the day and year first above written.

Jesus Romero
Notary Public

My Commission expires: 11/22/2019.



Member Signature Page to accompany the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark

Resolved that the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark as submitted to the Lot Owners on September 13, 2016 shall be and hereby is approved.

Signed: 

Name: Larry L. Wasem

Date: September 19, 2016

Lot(s): 44

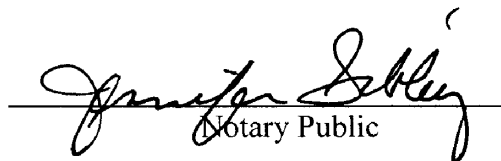
STATE OF CALIFORNIA)

) ss.

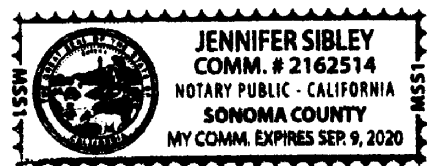
COUNTY OF SONOMA)

On this 19th day of September, 2016 the foregoing instrument was acknowledged before me by LARRY L. WASEM, who appeared before me and was personally known to me.

GIVEN under my hand and notary seal the day and year first above written.


Notary Public

My Commission expires: Sept. 9, 2020



Member Signature Page to accompany the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark

Resolved that the First Amendment to and Complete Restatement of Covenants, Conditions, Restrictions and Easements for Afton Airpark as submitted to the Lot Owners on September 13, 2016 shall be and hereby is approved.

Signed: *Dustin Haderlie*

Name: *Dustin Haderlie*

Date: *11/15/16*

Lot(s): *53/54*

STATE OF *Wyoming*)

) ss.

COUNTY OF *Lincoln*)

On this *15* day of ~~September~~ ^{*November*}, 2016 the foregoing instrument was acknowledged before me by *Dustin Haderlie*, who appeared before me and was personally known to me.

GIVEN under my hand and notary seal the day and year first above written.

Shellie Smith
Notary Public

My Commission expires: *March 29, 2018*

