A REPEAT OF A PORTION OF TRAILS WEST ESTATES AS COTTONWOOD ADDITION TO THE CITY OF CASPER, BEING PORTIONS SECTION 22, TOWNSHIP 33 N., RANGE 90 W., OF THE SIXTH P.M., NATRONA COUNTY, WYOMING
BOARD OF COUNTY COMMISSIONERS - TRAILS WEST SUBDIVISION

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of
December, 1979, by and between the Board of County Commissioners,
Natrona County, Wyoming, hereinafter referred to as "Board", and Radix,
Incorporated, a Wyoming Corporation, hereinafter designated as "Owner".

WITNESSEE:

WHEREAS, the owner is the legal owner of all lands which comprise
Lots 1-1,000', inclusive, Trails West Subdivision, a subdivision of
Natrona County, Wyoming, a copy of a plat which is attached hereto as
Exhibit "A", and made a part hereof; and

WHEREAS, the owner has requested that the Board of County Com-
missioners approve said plat under the terms and conditions of the Wy-
oming State Statutes; and

WHEREAS, the owner, by this agreement, seeks to assure the
Board that he will complete various steps required by the Board to
perfect the subdivision and further covenants to the Board that all work
done will be in accordance with this agreement; and

WHEREAS, it is the mutual desire of the parties hereto to
establish a written record of this agreement with respect to said sub-
division and the development thereof, whereupon the Board will approve
the subdivision plans under the provisions of the Wyoming State Stat-
utes.

NOW, THEREFORE, the parties hereto agree as follows:

I.

OBLIGATIONS OF OWNER

The owner, within 60 days after receiving written direction
from the Board, shall, at his sole cost and expense, do or cause to be
done the following:

1.1 Surveying:

A. Set all subdivision corners and 1/16th corners with
2" diameter brass caps, in concrete, showing the
number of the corner, identifying initials of the
surveyor or company making the survey. If the
original outside boundary marker is in a location likely to be obliterated or destroyed, i.e., roadway, alley, etc., it shall be adequately witnessed with at least two monuments of equal quality to those required above.

B. Block and lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by No. 5 rebar with metal caps identifying the corners and driven flush with the ground surface. Points of intersection (PT's) and points of return (PC's) of all blocks and the PT's and PC's of all curves shall be marked after initial dirt moving work has been completed to avoid the necessity of marking block and lot corners twice, all of which shall be in place at the time the final inspection is made by the acting County Surveyor and upon completion of the roadway construction.

1.2 Roadway Classification:

All streets and roadways within said subdivision shall be classified and constructed as follows:

A. Trevett Lane shall be classified as a collector street with a 44'0" paving width, two 2'0" curb and gutter, one 10'0" parkway and one 5'0" sidewalk (north side), one 15'0" parkway (south side) and two 1'0" utility easements.

B. Village Drive, north of Whispering Springs Road, and Whispering Springs Road, shall be classified as local collector streets with a 60'0" right-of-way, 44'0" paving width, one 6'6" curbwalk and one 1'6" utility easement on the south side of Village Drive, one 2'0" curb and gutter and one 6'0" utility easement on the north side of Village Drive.

C. Indian Scout Drive, north of Trevett Land, Chuck Wagon Road, Herrington, and Trapper's Trail Drive shall be classified as local streets (collector) with 60'0" rights-of-way, 44'0" paving widths, two 6'6" curbwalks and two 1'6" utility easements.

D. Trail Boss Drive shall be classified as a local street with a 60'0" right-of-way, 30'0" paving width, two 2'0" curb and gutters and two 8'0" utility easements, two 7'0" sewerline easements.

E. All other streets within said subdivision shall be classified as local streets with 50'0" rights-of-way, 30'0" paving widths, two 6'6" curbwalks and two 3'6" utility easements.

F. All cul-de-sacs within said subdivision shall be constructed with a 55'0" right-of-way, 43'0" paving width, one 5'6" curbwalk and one 5'6" utility easement.

G. The access road from Buckboard Road north to the intersection of Rogue River Road shall be classified as a local collector street with a 60'0" right-of-way, 44'0" paving width, two 6'5" curbwalks and two 1'6" utility easements. The owner
will be required to construct the entire roadway to the above standards with the provision that the County will cooperate with the owner in re-apportioning all of the construction costs when the unplatted property, known as Whispering Springs, is platted. The owner must acquire a 60' roadway and utility easement from the owners of the Whispering Springs Subdivision, prior to approval of the final plat of Trails West.

1. All roadways within the subdivision shall be constructed to an "A" typical section, 3" subbase, 6" base, 1/2" asphalt concrete binder course and 1 1/4" asphalt surface course. Based upon a soils analysis submitted to the County Surveyor, County Road and Bridge Superintendent and County Planner, the above standards may be altered for construction to a "AC" typical section or other section as approved by the County Surveyor, County Road and Bridge Superintendent, and County Planner.

J. Where possible, all roadways extending into unplatted and undeveloped land shall have a temporary cul-de-sac.

1.3 Construction of Roadways:

All work done on roadways within the subdivision shall conform to the specifications set forth herein and shall cover the preparation and placing of asphalt mix surfacing on roads within the County. Prior to the construction of asphalt mix surfacing, all soils test results shall be submitted to the County Surveyor, County Road and Bridge Superintendent and County Planner for their approval.

A. Asphalt cements shall meet the requirements of A.A.S.H.O. M-226, Table 1. The grade shall be specified by the County Surveyor, County Road and Bridge Superintendent and County Planner. Cutback asphaltics shall conform to the requirements of A.A.S.H.O. M-91, M-82 and M-141.

B. Mixing: When the crushed material is mixed with asphalt to be used as surfacing, mixing plant requirements shall hereby be established to assure a product of the quality called for on the plans. The plant shall be in good operating condition. The controls shall provide immediate, positive response when activated. It shall have the capability of combining the ingredients of the mixture in the proper proportions, using measuring devices which are accurate to 0.5%. The mixture shall be prepared in a pugmill in which the clearance of the mixing blades from all fixed and moving parts does not exceed 1 inch. Mixing time shall be controlled to produce a uniformly mixed product, in which all particles of aggregate are coated with asphalt. The dryer shall be capable of producing a dry aggregate which is free from deleterious coating of scrob or unburned fuel. An approved dryer or mixing process will be permitted in lieu of pugmill mixing. The system shall provide positive weight control of the cold aggregate feed, by use of a belt scale or other device which will automatically regulate the feed gate and permit
1.7 Grading and Erosion Control:

A. Top soils shall be removed, stock piled and replaced.

B. Fill areas shall be filled in 6" lifts and compacted to optimum moisture and density.

C. Moisture content shall be within +2 or -4 percentage points of optimum.

D. Compaction shall be 95% of A.A.S.H.O. 7-99.

E. An approved erosion control plan must be submitted to the acting County Surveyor and County Planner prior to approval of the final plat by the Board. Said erosion control plan shall be attached hereto as Exhibit "B".

F. The owner shall reseed all construction easements and exposed slopes, including approaches, in accordance with acceptable standards established for Natrona County. Said method of reseeding must be approved by the County Road and Bridge Superintendent and the County Planner.

G. The erosion control plan shall include a provision to prevent the overgrazing of the land by livestock as well as a conservation plan for the resegregation of the area.

1.8 Street Signs and Other Traffic Control Devices:

Street signs and other traffic control devices shall be furnished and erected at all intersections, regardless of other route markings in accordance with the Manual of Uniform Traffic Control Devices for Streets and Highways. This shall include the following:

A. Stop signs shall be 30" by 30" with a mounting height of not less than 6'. Said signs shall be mounted on a 2" galvanized pipe set in concrete and located on the right side of the roadway when approaching the intersection.

B. Street signs shall have a green background with white numbers or lettering (Letters minimum of 4" in height). The signs shall be mounted on a 2" galvanized pipe set in concrete and located on the left side of the intersection 6' off of the shoulder. The mounting height shall be 7' from the bottom of the sign.

1.9 Storm Sewer Requirements:

A. All culverts shall conform to the requirements of A.A.S.H.O. N-64 or A.S.T.M. A-142 for the specified diameter and strength class.

B. Storm water provisions shall be required for the drainage from the intersection of Wagon Master Road and Village Drive to the northeast and must be de-
assigned to intercept runoff that would normally flow from Village Drive into River West Estates and divert the runoff into the Oregon Trail Drain, east of Lot 1, Block 42, via a drop inlet at Lot 1 and a storm sewer.

C. The storm sewer under Whispering Springs Road, from station 27+00 Rogue River Road intersection to the discharge into the North Platte River, shall be constructed in three segments of 36", 42" and 48" diameter CIP of about 1,000 feet per segment. A maximum 1.5% grade for all segments through a steeper grade or a drop outlet may be required on the lower end. The river bank shall be provided with erosion protection at the cut/fill.

D. Provisions shall be made to drain runoff from the developed area north of Phase I into the Oregon Trail Drain, with adequate erosion protection at all points of discharge into the drain.

E. All other storm sewers shall be constructed, as specified on the approved drainage plan. (Exhibit "C")

F. All storm sewers shall be provided with adequately sized and located inlets to prevent excessive surface flows on the streets or flooding of the lots.

G. Any alteration in the storm sewer system shall be approved by the County Surveyor, Road and Bridge Superintendent and County Planner.

H. The owner shall certify, in writing, that the culverts have been installed to the specifications set forth in the Natrona County Subdivision Regulations and this agreement, and shall maintain the same for a period of not exceeding one year after the certification, at which time the acting County Surveyor, Road and Bridge Superintendent, or other designated County official will inspect the installation thereof for compliance with this agreement and the Natrona County Subdivision Regulations. The County will approve or disapprove the installation of the culverts. If said culvert installation is disapproved, the County shall notify the owner of the deficiencies. If the deficiencies are not corrected to the satisfaction of the Board within a specified time frame, the Board may proceed with legal action for non-performance of this agreement.

1.10 Water Service:

Water Service shall be provided by the Brooks Water and Sewer District, in accordance with that certain agreement entered into between the Brooks Water and Sewer District and the City of Casper, dated February 20, 1979, which is attached hereto as Exhibit "D".

1.11 Sewer Service:

Sewer service to all lots and blocks within said subdivision, with the exception of Blocks 49 and 50, shall be provided by the Brooks Water and Sewer District.
Sewer service to Blocks 49 and 50 shall be the responsibility of each individual property owner, however, the Natrona County Health Department must approve the location of the septic tank systems. In addition to approval by the Health Department, the owner must provide the Board with a copy of the percolation tests for each lot in Blocks 49 and 50, which must be filed and recorded in the office of the County Clerk with the contract documents between the owner and the Board, and are attached hereto as Exhibit "F".

1.12 Construction of Water and Sewer Systems:

The owner shall construct and install a public water and sewer system in said subdivision in accordance with the design specifications approved by the Board of Public Utilities, the Brooks Water and Sewer District and the Department of Environmental Quality. No occupancy will be permitted in any building in said subdivision until the above has been installed, inspected and approved by the above agencies.

Water and sewer service shall be developed in phases, as provided in the agreement between the owner and the Brooks Water and Sewer District. For the purposes of this agreement, the phases shall be as follows:

A. Phase I, located in the center portion of the subdivision is comprised of approximately 355 lots.

B. Phase II, located in the northern portion of the subdivision, is comprised of approximately 132 lots.

C. Phase III, located in the southwest portion of the subdivision, is comprised of approximately 320 lots.

D. Phase IV will be the remaining portion of the subdivision and is comprised of approximately 282 lots.

1.13 Utilities:

All utilities shall be underground or overhead.

1.14 Covenants:

The owner shall prepare and submit a copy of the covenants for said subdivision to the Board, which shall be attached hereto as Exhibit "F", and made a part hereof. The covenants shall conform to the zoning district in which the subdivision is located.

1.15 Financial Commitment:

In order to assure the Board that the owner has sufficient financial resources to complete the off-site improvements set forth in this agreement; such as, construction of roads, culverts, and the installation of street signs and other traffic control devices, as well as the implementation of an erosion control program; etc., the owner shall submit to the Board an irrevocable letter of credit, or post a performance bond in the amount of the estimated cost of the off-site improvements, as established and certified by the owner's engineer and approved by the Board. At the option of the Board, the Board may permit the owner to construct the off-site improvements in phases, under such terms and
conditions as approved by the Board. If the owner is permitted to construct the off-site improvements in phases, the irrevocable letter of credit or performance bond may be reduced to the amount of the estimated cost of a specified phase of the off-site improvements, as certified by the owner's engineer, or the requirement of a performance bond or letter of credit may be waived. The owner agrees to complete the construction of all off-site improvements set forth in the first phase of development in accordance with this agreement, prior to the sale of lots in the second or any subsequent phase of the subdivision development. The owner, upon completion of construction of the off-site improvements for the specified phase of construction, shall notify the Board, in writing of their completion. If the off-site improvements are not rejected by the Board, or their designee, in writing, within 15 working days from the date of notification, the owner can assume that the specified phase of construction of said off-site improvements has been approved. The owner further agrees that if he deviates from the above without written approval from the Board, it shall be considered non-compliance with this agreement and the owner will be liable for any and all actions taken by the Board toward the enforcement of this agreement. In addition, the owner agrees to notify the Planning Director, in writing, seven (7) days prior to beginning said construction so that a proper inspection schedule can be established. If, in the opinion of the Board or its designee, the work is satisfactory and is progressing in a timely manner, the Board or its designee may issue a permit to proceed to the next phase prior to completion of the previous phase. However, a performance bond, irrevocable letter of credit or escrow account must be provided by the owner prior to beginning construction on any phase of the development.

1.16 Resubdivision of Lots:

The owner agrees that there will be no further subdivision of lots unless replatted and submitted to the Board for their approval.

1.17 Easements:

A. An 8' utility easement shall be platted on each side of the abutting rear property lines.

B. A minimum 25' access easement shall be provided along the high waterline for the maintenance of the river bank by any governmental entity.

C. A 50' wide access and utility easement shall be provided along the lot line common to Lots 10 and 11, Block 49.

1.18 Oregon Trail Drain:

The owner must comply with the rules and regulations established by the Bureau of Reclamation relating to the Oregon Trail Drain.

1.19 Street Lights:

The owner shall install one-hundred-fifty (150) 7,000 lumen horizontal mercury vapor street lights and two (2) 21,000 mercury vapor or equivalent sodium vapor street lights at the locations designated on Exhibit "A".
1.20 Fire Hydrants:

The owner shall install seventy-four (74) fire hydrants at the locations shown on Exhibit "A". Said fire hydrants shall be located at intervals not exceeding 410 feet.

1.21 Retaining Walls:

Any retaining walls constructed within the subdivision by the developer shall be designed and certified by a registered professional engineer with said plans being approved by the County Surveyor and County Planner. Said retaining walls shall be constructed within the boundaries of each individual lot and not on the lot lines. Maintenance of said walls shall be the responsibility of each individual lot owner.

1.22 Issuance of Building Permits:

If a building permit is issued by the County Planner prior to the completion or installation of all off-site improvements, including water and sewer, said building permit is issued with the understanding that there will be no occupancy of any structure until all off-site improvements are completed, or all streets are in all-weather condition or the owner has escrowed funds or obtained an irrevocable letter of credit for the completion of said streets.

1.23 Public Sites and Open Spaces:

In accordance with Section 21.1 of the Natrona County Subdivision Regulations, the owner shall, at the option of the Board, allocate and convey at least 6% of the total land area of the subdivision which is classified as R-R, R-M, or R-L for parks, playgrounds of similar public purposes at a location agreed upon by the Board and the subdivider. At the option of the Board, the subdivider shall, in lieu of such conveyance of land, pay to the County a cash amount equal to at least 6% of the raw land value of the total land area of the proposed subdivision. The price of said land shall be established and agreed upon by the Board and the subdivider. If the Board and the subdivider fail to agree on the value of the subdivision, the value shall be established by three independent appraisers mutually acceptable to the subdivider and the Board. Such payments shall be used for the acquisition and development of parks, playgrounds or other similar public purposes.

The owner shall convey Lot 13, Block 5 of said subdivision as a fire station site.

The net area for which park contribution can be computed for this subdivision is 510.00 acres. The owner has agreed to convey to the County approximately 23.33 acres, thus leaving a cash contribution equal to 7.27 acres. For the purposes of this agreement, the land value has been determined to be $7,000.00 per acre, which will require a cash payment of $50,890.00.

1.24 Hold Harmless Clause:

The owner further specifically agrees to hold the Board and any persons acting by and through the Board harmless
from any claims or causes of action whatsoever brought against it as a result of the owner's negligence in complying with the terms of this agreement, and further to indemnify the board and all persons acting by, through and under the Board from any claims or causes of action whatsoever arising out of the owner's negligence in complying with the terms of this agreement. Further that this hold harmless clause and indemnification shall expire upon completion of the terms of this agreement by the owner.

II.

OBLIGATIONS OF BOARD

The Board shall zone or cause to be zoned Lot 12, Block 5; and Lots 1-7, Block 17, from O-D (Open District) to B-R (Rural Business); Blocks 46, 47, 48 and 49, from O-D (Open District) to R-L (Light Density Residential); Lot 5, block 17, from O-D (Open District) to R-L (Light Density Residential), with the understanding that a sewer treatment plant can be located on the property; and Blocks 1, 2, 3, and 4; Lots 1-11, Block 5; Blocks 6-16; Lots 8-27, Block 17; and Blocks 18-45; from O-D (Open District) to R-M (Mixed Density Residential), all located in Trails West Subdivision.

It is further agreed that Blocks 6-16; Lots 8-27, Block 17; and Blocks 18-45 will be restricted to one-family dwellings.

THIS AGREEMENT shall be binding upon and shall insure to the benefit of all parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
Natrona County, Wyoming

[Signatures]

John P. Burke, Chairman
Commissioner
Frank J. Schulte
Commissioner

RADX, INCORPORATED
Larry Bedding, President
ACKNOWLEDGEMENT

STATE OF WYOMING )
County of Natrona) ss.

The foregoing instrument was acknowledged before me by John P. Burks, Chairman; and Frederick Schmitt, Commissioner; and Commissioner; this 28th day of Sept., 1979.

Subscribed and Sworn to this 28th day of Sept., 1979.

[Signature]
Notary Public

JANA B. ORTIZ - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Mar. 9, 1983

Notary Public
EROSION CONTROL CONSERVATION PLAN

Date: July 25, 1979

Name of Applicant: Radix, Inc.
Business Address: Suite 205 350 West "A" Street Ph. 165-3771
Home Address: 
Subdivision: Trails West Estates

I, Radix, Inc., hereby submit to the Board of County Commissioners, Natrona County, Wyoming, a plan to remove the natural top soil, trees, and other vegetation and alter the existing contours through grading for the construction of roadways, utility installations, building sites or development in the Trails West Estates Subdivision, which is located five miles west of the City of Casper and is more specifically identified on the attached plat or drawing.

If approved by the Board, this soils erosion plan shall:

A. Become a part of the written agreement between the owner and the Board; and

B. Become a part of the covenants established by the owner.

The soils erosion plan shall consist of the following information:

1. Total acres of land in the subdivision. 533.7 acres
2. Total acres of land in the subdivision to be exposed through grading for the construction of roadways, utility installations, building sites or development. 160.71 acres

3. The soil classification(s), in accordance with the Unified Soils Classification System. Map Attached.

If more than one soil classification is involved, a map showing the soil classifications shall be attached.

4. A map showing the existing and proposed contours.
5. The type of vegetation to be removed from the exposed areas (major types and common names only). Spera Sagebrush and Prairie Grass
6. Maximum slope of the exposed areas (cut slope, fill slope, etc.) 5-6%
7. The proposed method of stripping, storing and replacing of top soil. As below

If special erosion problems exist, check the appropriate: (a) __ Active sand dunes; (b) __ Alkali areas; (c) __ Bentonite areas; (d) __ Other.

The following procedure is required: When stripping top soil from the designated area, brush, grass, agricultural crops or other suitable material shall be retained as mulch and incorporated into the top soil. Unless the top soil can be placed directly on the prepared slopes or exposed areas, the top soil shall be stockpiled for future use to cover embankments, cut slopes and other exposed areas. The top soil shall be placed in a uniform manner to a depth commensurate with the quality of top soil available and the area to be covered. Top soil shall be keyed to the underlying material by scarifying along contours to a
depth of approximately six inches. In urban type developments, which have a density of 3 units per acre or more, the owner, during the time the exposed area is being re-vegetated or Built upon, shall control blowing dust by either watering or installing snow fence in accordance with Section 10.

8. The proposed method of reseeding or revegetation of the exposed areas.

   As below

The following procedure is required: Prior to seeding the slopes, the slopes shall be graded along contours to the designated grade and, where necessary, top soil shall be uniformly spread along contours in accordance with acceptable conservation practices. After the top soil has been uniformly spread, the area shall be scarified along the contours to a depth of approximately six inches leaving furrows. The surface shall be left in an uncompacted, workable condition ready for mulching and re-vegetation. Areas not suitable for scarifying shall be left in a condition satisfactory to the Board or the Board’s designee. After the slope or exposed areas have been prepared, the owner shall broadcast commercial fertilizer at a recommended rate based upon a soils analysis, or 40 pounds of available nitrogen and 20 pounds of available phosphorus per acre. Grain straw or grass hay shall then be used at a minimum rate of two tons per acre and anchored to the surface with a disk or coulter mulching machine. The area shall then be seeded using a grain drill with a grass seed attachment or special grass drill. The seeding requirements shall be in accordance with Exhibit "A". Planting depth shall be 1/2 inch to 1 1/2 inches. Seeding shall be applied between the time the frost leaves the ground in the Spring and before the frost enters the ground in the Fall. The preferable period of seeding is early Spring or late Fall. Should the owner seed the area through the hot months, he would be required to water. Seeded areas must be protected until the new grass seedlings are thoroughly established. Hydraulic mulching will be acceptable after the grass seed has been drilled. Excelsior mats will be acceptable in lieu of mulching.

9. The proposed method of maintaining slopes or exposed areas after mulching and seeding.

   As below

The following procedure is required: Once an area is mulched and seeded, all surface exposure (grazing and vehicular traffic) shall be prohibited. Re-seeding, if necessary, shall follow the procedures outlined in Section 8.

10. The proposed method of controlling wind erosion on those areas that are developed at a time when grass seeding is not practical or the exposed areas will lie fallow for a short period of time (less than 6 months)

   As below

The following procedure is required: Snow fences shall be located at right angles to the prevailing winds and spaced at intervals of approximately 50 feet. The first fence must be located at the windward edge of the exposed area and continue across the entire site.
11. The proposed method of controlling water erosion on steep slopes or other applicable areas. As below:

The following procedure is required: Matting strips (jute matting) or excelsior blankets shall be placed on the prepared slope or other exposed areas parallel to the flow of water. Each strip or blanket shall be laid flat without stretching. When jute matting strips or excelsior blankets are used to prevent erosion, the surface shall be prepared, seeded and fertilized as specified above. When more than one strip or blanket is required to cover an area, matting shall be overlapped four inches along the edges and ends. The matting shall be held in place by means of staples driven vertically into the soil. Staples shall be spaced not more than three feet apart in three rows for each strip or blanket, with one row along each side and one row alternately spaced in the middle. All ends of the matting or blanket shall be stapled. Matting shall be spread evenly and smoothly and in contact with the soil at all points. The matting shall be pressed into the soil with a light lawn roller or similar method.

12. The owner may submit to the Board for their review and approval an alternate method of erosion control other than that required in paragraphs 7 through 11, inclusive. The alternate method shall be denoted within 45 days after officially being submitted to the Board, or the owner can assume that the alternate method has been approved by the Board.

13. If the owner fails to initiate or complete the above Erosion Control Conservation Plan, and if the County, at its sole discretion completes any erosion control conservation program that is acceptable and approved by the Board, the owner agrees to pay to the County all costs incurred in initiating and completing the erosion control conservation plan that is acceptable and approved by the Board.

14. This Erosion Control Conservation Plan shall be binding upon and shall inure to the benefit of all parties hereto, their successors and assigns.

15. The Conservation District is available for consultation on erosion control projects on a voluntary basis.

16. Review and recommendations by the Board or authorized designee:

______________________________
OWNER OR AGENT
RADOX, INC.

______________________________
Chairman or Authorized Designee

Date 7/27/79

______________________________
Date Approved 9/11/79
A. All legumes will be inoculated with appropriate cultures.

B. Sod former & Bunchgrass

Sandy Soils

Loam Soils

Clay Soils

Wet Soils

Saline Soils

Drilled Seeding

PLS/Acre Dryland

Drilled Seeding

PLS/Acre Irrigated
ACKNOWLEDGMENT

STATE OF WYOMING } ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Jack E. Thomas, this 22nd day of July, 1979.
Subscribed and sworn to this 22nd day of July 2, 1979.

Notary Public

STATE OF WYOMING } ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Nat Feuler, this 16th day of Sept., 1979.
Subscribed and sworn to this 16th day of Sept., 1979.

Notary Public
EXHIBIT "D"

CONTRACT FOR WHOLESALE WATER SERVICE

THIS AGREEMENT made, dated, and signed the 20th day of February, 1979, by and between the BOARD OF PUBLIC UTILITIES OF THE CITY OF CASPER, WYOMING, hereinafter referred to as "Seller", and BROOKS WATER AND SEWER DISTRICT, hereinafter referred to as "Buyer", and L. RAY BERRETT, WHISPERING SPRINGS DEVELOPMENT CO., RADIX INC., WIND RIVER CONSTRUCTORS, INC., and VANBILL DEVELOPMENT COMPANY, hereinafter referred to collectively as "Developers" or by their corporate or surname.

WITNESSETH:

WHEREAS, Developers are the owners or in control of lands hereinafter defined which are not within the corporate limits of the City of Casper; and

WHEREAS, said lands do not presently have water service provided by Seller; and

WHEREAS, Buyer has undertaken to provide funds for improvements to the Seller's facilities for treatment and delivery of water to the current service area of Buyer in the amount of one-half (1/2) of the cost of constructing the 30-inch transmission line improvements, and all of the cost of constructing the 16-inch transmission line improvements, together with Two Hundred Forty-one Thousand Five Hundred Dollars ($241,500) for initial treatment plant capacity utilization; and

WHEREAS, Seller has agreed to sell and deliver, and Buyer has undertaken to purchase and cause to be paid, the purchase price for wholesale water service to the current service area of Buyer and otherwise to abide by the terms and conditions of this Agreement; and

WHEREAS, the parties have, by the conditions of this Agreement, fixed their respective responsibilities and
obligations to each other.

WHEREAS, the intent of the parties is to establish a unified water and sewer system and each party agrees to pursue a total unification plan to its conclusion.

NOW, THEREFORE, in consideration of the mutual covenants to be kept and performed, and other good and valuable considerations the sufficiency of which are acknowledged, it is agreed between the parties as follows:

1. The following definitions shall apply to the performance of the parties:
   a. "Wholesale Water Service" shall mean the delivery by the Seller of its surplus water of a quality acceptable under the standards established by the Wyoming Department of Environmental Quality to a point or points acceptable to the Seller at or near the edge of Buyer's defined service and not to exceed four million gallons (4,000,000) per day based on the following delivery schedule:
      1. Not to exceed two million gallons (2,000,000) per day from the date of the contract to the year 1982.
      2. Not to exceed three million gallons (3,000,000) per day during the year 1982.
      3. Not to exceed four million gallons (4,000,000) per day during the year 1983 and thereafter,

as measured any twenty-four hour period from 12:00 noon of any day to 12:00 noon of the next succeeding day. Seller shall have no responsibility beyond Seller's meter for the delivery of water quality, quantity or method of distribution to Buyer's customers. The Buyer and Seller agree that additional amounts of surplus water may be delivered by the Seller and purchased by the Buyer as may be agreed between the Buyer and the Seller at some future date.
b. "Buyer's defined service area or Buyer's service area or service area" shall mean the area in which Buyer is presently authorized to furnish water and sewage disposal services, as set forth, and included, in the Matter of the Reorganization of Brook's Sanitary Sewer District as Brook's Water and Sewer District Civil Action Number 22196 in the District Court, Seventh Judicial District, Natrona County, Wyoming.

2. Prior to the delivery of said wholesale water service to Buyer's specified area, the parties agree that:

a. Buyer shall furnish a map with sufficient detail satisfactory to Seller, reflecting the boundaries of its service area. With said map, Buyer will furnish a schedule designating the existing property owners or occupants served by it with a designation of the meter size for each location. Additionally, there shall be reflected on the map, by number or other reference to the schedule, the location of each of the Buyer's existing customers. The Buyer will keep said map and schedule current by supplementation, from time to time, and no less than quarterly, showing a change in the number of customers served within its service area.

b. A master meter of demand type, or such other meter or gauging device as may hereafter be specified by Seller, shall be purchased and installed by Buyer at the points where the Seller's connecting facilities meet the contract service area. Two metering facilities will be constructed, one at Abbott and Third in Mountain View near the Seller's Airport water line, and the other at the eastern boundary of the Spencer-Herz and Yanbill additions near the Buyer's existing transmission line. The plans, materials, and methods of construction for initial or future metering facilities required to meet the needs of the service area, as determined by the Seller and agreed upon by the Buyer, shall be made in accordance with the Seller's engineering and construction specifications.
standards and installed at Buyer's cost. The same shall, from time to time, be inspected by the Seller during the course of construction, or at any time thereafter; and when completed, shall meet the requirements of the Seller and be accepted by it in writing.

Said metering facilities shall be installed in public rights-of-way or, alternatively, in easements to be acquired by Buyer across public or private land. Each easement shall be not less than fifteen feet (15') in width and shall be for the purpose of obtaining ingress and egress to the metering facility for purposes of inspection, reading, maintenance, replacement, or repair. Said easement shall be assigned or conveyed to the Seller, free of any superior possessory claim or encumbrance.

3. The improvements to be installed by the Seller shall consist of a 30-inch and 16-inch transmission line from the Seller's water treatment plant to the eastern boundary of the Spencer-Herz and Vanbill additions near the Buyer's existing transmission line. The length and location of the 30-inch and 16-inch lines shall be as described in the plans and specifications accepted by the Seller. The proposed construction shall be of a design and in conformance with the Casper Metropolitan Water District Master Plan, as set forth in the 1977 report by Black & Veatch.

Buyers agree to pay Seller one-half (1/2) of the cost of its share of transmission line improvements and Two Hundred Forty-one Thousand Five Hundred Dollars ($241,500.00) for initial treatment plant capacity utilization. Upon receipt of fifty percent (50%) of Buyer's share of the estimated transmission line improvement costs, Seller agrees to proceed immediately with design of the transmission lines; and upon receipt of the remaining fifty percent (50%) of Buyer's share of the estimated transmission line improvement costs, the Seller agrees to proceed with construction within
a reasonable time.

Upon execution of this contract, Seller shall estimate the transmission line improvement costs, including engineering and right-of-way costs and furnish Buyer with a copy of the estimated costs. Thereafter, both Buyer and Seller shall have thirty (30) days to examine the estimated costs and both shall have the right to cancel this contract if either Buyer or Seller deem the estimated costs prohibitive. Ten (10) days written notice of cancellation by registered mail shall be given by the cancelling party to the other party. For the purpose of fixing the initial amounts to be paid by Buyer, the estimate shall control, provided however, that upon completion of construction, Seller shall submit to Buyer the total cost of construction and Buyer’s share shall be adjusted accordingly. Buyer shall have twelve (12) months after completion of construction to pay to Seller the balance, if any, of Buyer’s share of the transmission line improvement costs over the estimated transmission line improvement costs.

Buyer agrees to pay to Seller Two Hundred Forty-one Thousand Five Hundred Dollars ($241,500.00) for initial treatment plan capacity to serve the initial 483 3/4-inch connections or the equivalent thereof in the Spencer-herz and Vanboll additions in Buyer’s service area.

Buyer shall pay to Seller Five Hundred Dollars ($500.00) per connection for each new 3/4-inch connection or the equivalent thereof, in Buyer’s service area to be credited against the initial Two Hundred Forty-one Thousand Five Hundred Dollars ($241,500.00) paid by Buyer to Seller. Payment shall be made by Buyer to Seller quarterly as connections are made provided that at least twenty percent (20%) of the total amount, Forty-eight Thousand Three Hundred Dollars ($48,300.00) shall be paid annually from the date of the contract and the entire sum shall be paid prior to the fifth anniversary of the effective date of this contract.
Buyer agrees to pay Seller Eight Hundred Seventy-Five Dollars ($875.00), or such different amount as the Seller may determine and is paid by other wholesale customers, for each new 3/4-inch connection, or equivalent thereof, made in Buyers current service area. Buyer shall report new connections and remit appropriate connection fees quarterly.

Buyer will make available during its regular business hours, its books and records showing its customers, their locations, and will provide all relevant data requested by the Seller.

It is the intent of this Agreement that service by the Seller to the Buyer be permanent, except as conditioned by Paragraph 4. To that end, it is agreed that upon completion of the metering facility in Mountain View by Buyer and acceptance by the Seller, and after payment of 50% of its share of the transmission line costs by Buyer, Buyer may connect to Seller's system in Mountain View and obtain water at a rate not to exceed Seven Hundred (700) gallons per minute at any time.

After completion of the transmission line by Seller and the metering facility by Buyer, connection may be made at the boundary of the Spencer-herz and Vanbill additions. When this connection is made, the Mountain View connection will be turned off. Supply at the permanent connection shall not exceed Seven Hundred (700) gallons per minute until connection fees for Seven Hundred (700) connections have been received by the Seller.

Thereafter, the maximum quantity to be provided by Seller to Buyer will be increased one (1) gallon per minute for each new customer in the Spencer-Herz and Vanbill area, not to exceed a total amount delivered of Four Million (4,000,000) gallons per day and such other amounts as may be agreed to between the Buyer and the Seller at some future date.

4. The rate of water provided by Buyer shall be at the
Seller's wholesale rate, as the same shall apply from time to time, for all water users. Buyer shall pay said billing within ten (10) days following receipt. The Seller reserves the right, at any time, and from time to time, to change said wholesale and outside City rate; and charge will be the same for all wholesale and outside City purchasers of water from the Seller receiving the same service. The Seller will notify Buyer regarding any proposed rate change, and will provide an opportunity for a public hearing. Should Buyer fail, refuse, or neglect to pay said bill within thirty (30) days after its due date, the Seller shall have the right to give ten (10) days written notice of its election to terminate further service to Buyer, and should said delinquency not be corrected within the said ten (10) days, the Seller may terminate further service and supply of water to Buyer.

The Seller does not warrant or irrevocably claim to furnish the agreed amount of water to either Buyer's current service area or any future service area added with the agreement of the Seller. Seller agrees to furnish at all times the amount of water necessary to insure the health and safety of Buyer's customers within Buyer's service area and at such time as the health and safety of the customers of the Buyer and the customers of the Seller is affected by the amount of water available, all the customers of the Buyer and the Seller will be treated equally.

5. Buyer agrees that all future water facilities in the Buyers service area will be constructed in accordance with the then current Casper Metropolitan Water District Master Plan or in accordance with standards acceptable to the Seller.

6. An adequate number of fire hydrants shall be properly installed either by the Buyer or it shall cause the same to be installed, in the new areas to be served by Buyer. The number and locations of the hydrants shall be determined by the Director of the Board of Public Utilities on the basis of County planning requirements, and with the
advice of the City Fire Chief. The design and specifications of the hydrants shall be approved by the Casper Fire Chief prior to installation.

7. The Developers and all other property owners who wish to be connected to Buyer’s water delivery system in Buyers service area shall commit to adhering to the then current City land use plan, with all appropriate restrictions, and the City-County arterial street plan. All undeveloped land existent at the time of this Agreement, if subdivided and approved by Natrona County, along with all agreements, covenants, restrictions, or zones, shall be submitted to the City Council for approval prior to the recording of the subdivision plat or sale of any parcel.

8. A commitment or restriction shall be included in every Deed of land executed by Developers and all other property owners in Buyer’s service area who are not connected to Buyers water delivery system at the date of this Agreement for sales subsequent to the date of approval of this Agreement, whether or not said lands are currently platted or subdivided, noting that the parcel “shall annex to the City of Casper without protest at the discretion of the Casper City Council”. The commitment to annex shall be recorded as part of each Deed.

9. L. Ray Berrett, Whispering Springs Development Company, Radix, Incorporated, Wind River Construction Company, and Vanbill Development Company, as owners and/or contract vendees of both platted and unplatted lands within Buyer’s Spencer-herz and Vanbill additions, agree that prior to Buyer’s service; said unplatted and adjacent areas, they and each of them, will comply with the provisions of Paragraphs 6, 7 and 8 of this Agreement, as though their lands were included therein.

It is a specific covenant of the Buyer that it will not increase its service area in any manner without prior consultation with the Seller. If the Seller decides to provide service for the increased service area, the services
provided shall be by mutual agreement between the Buyer and Seller. If the Seller declines to provide service for the increased service area, the Buyer may service the increased service area if an alternate water supply is acquired by the Buyer. Whenever the Buyer provides additional services, it shall require the property owner to agree to be bound by Paragraphs 6, 7 and 8 of this agreement. The agreement between the Buyer and the property owner shall be a written agreement in a form approved by the Seller.

10. Buyers may not assign this agreement, nor any of its rights or obligations hereunder, without prior written approval of the Seller.

This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors in interest, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF CASPER, WYOMING
A Municipal Corporation

CITY OF CASPER, WYOMING
A Municipal Corporation

CITY OF CASPER, WYOMING
A Municipal Corporation

CITY OF CASPER, WYOMING
A Municipal Corporation

CITY OF CASPER, WYOMING
A Municipal Corporation

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District

Brooks Water and Sewer District
ATTEST:

Andreas Kallen
Secretary

RADIX, INC.

President

WIND RIVER CONSTRUCTORS, INC.

President

VANBILL DEVELOPMENT COMPANY

President

BOARD OF PUBLIC UTILITIES OF THE CITY OF CASPER, WYOMING

President

Wendy K. Fichten
Secretary

Wendy K. Fichten
Secretary
EXHIBIT "E"

September 14, 1979

Mr. Nix Anderson
Health Officer, Natrona County
241 South Conwell
Casper, WY 82601

Re: Perc Tests - Trails West

Dear Mr. Anderson:

We completed the percolation tests of Trails West Estates in Sections 22 and 15 of Township 33 North and Range 80 West on Robertson Road in March, 1979.

Tests were required on Lots 1 thru 16, Block 49 and Lot 1 thru 6, Block 50, on the old plat. On the revised plat tests are required for Lots 26 thru 35, Block 47, Lots 1 thru 6, Block 48, and Lots 1 thru 8, Block 49.

The entire area was sand to silty sand. Percolation was maximum and will present absolutely no problems for septic systems.

Test holes have been drilled throughout the subdivision and no ground water was encountered within 15 feet at any spot.

The percolation results are tabulated and a copy is attached. All test holes were approximately 4 feet deep and 6 inches in diameter, and kept saturated for four hours. Readings were then taken after an additional 30 minute test period.

If you have any questions please give me a call.

Sincerely,

THE ENGINEERS

Thomas P. McDill, Jr.

TPH: nb
Encs.

Amended 1
6/21/79.
<table>
<thead>
<tr>
<th>Lot</th>
<th>First Reading</th>
<th>Measurement After 30 Min</th>
<th>Inches of Water/30 Min</th>
<th>Hole Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>Top</td>
<td>9&quot;</td>
<td>9&quot;/30 Min</td>
<td>Approx. center</td>
</tr>
<tr>
<td>27</td>
<td>Top</td>
<td>8&quot;</td>
<td>8&quot;/30 Min</td>
<td>Center of N\frac{1}{2}</td>
</tr>
<tr>
<td>28</td>
<td>Top</td>
<td>7 5/8&quot;</td>
<td>7 5/8&quot;/30 Min</td>
<td>Center of N\frac{1}{2}</td>
</tr>
<tr>
<td>29</td>
<td>Top</td>
<td>5 1/4&quot;</td>
<td>5 1/4&quot;/30 Min</td>
<td>Center of N\frac{1}{2}</td>
</tr>
<tr>
<td>30</td>
<td>Top</td>
<td>5 1/2&quot;</td>
<td>5 1/2&quot;/30 Min</td>
<td>Center of N\frac{1}{2}</td>
</tr>
<tr>
<td>31</td>
<td>Top</td>
<td>10\frac{1}{2}&quot;</td>
<td>10\frac{1}{2}&quot;/30 Min</td>
<td>Center of N\frac{3}{4}</td>
</tr>
<tr>
<td>32</td>
<td>Top</td>
<td>19&quot;</td>
<td>19&quot;/30 Min</td>
<td>Center of S\frac{1}{4}</td>
</tr>
<tr>
<td>33</td>
<td>Top</td>
<td>13&quot;</td>
<td>13&quot;/30 Min</td>
<td>Center of S\frac{1}{4}</td>
</tr>
<tr>
<td>34</td>
<td>Top</td>
<td>9\frac{1}{2}&quot;</td>
<td>9\frac{1}{2}&quot;/30 Min</td>
<td>Center of N\frac{1}{4}</td>
</tr>
<tr>
<td>35</td>
<td>Top</td>
<td>8&quot;</td>
<td>8&quot;/30 Min</td>
<td>Center of S\frac{1}{4}</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Top</td>
<td>6\frac{3}{4}&quot;</td>
<td>6\frac{3}{4}&quot;/30 Min</td>
<td>Center N\frac{1}{2}</td>
</tr>
<tr>
<td>2</td>
<td>Top</td>
<td>9&quot;</td>
<td>9&quot;/30 Min</td>
<td>Center Lot</td>
</tr>
<tr>
<td>3</td>
<td>Top</td>
<td>4 3/4&quot;</td>
<td>4 3/4&quot;/30 Min</td>
<td>Center Lot</td>
</tr>
<tr>
<td>4</td>
<td>Top</td>
<td>5\frac{3}{4}&quot;</td>
<td>5\frac{3}{4}&quot;/30 Min</td>
<td>Center N\frac{1}{2}</td>
</tr>
<tr>
<td>5</td>
<td>Top</td>
<td>6&quot;</td>
<td>6&quot;/30 Min</td>
<td>Center N\frac{1}{2}</td>
</tr>
<tr>
<td>6</td>
<td>Top</td>
<td>9&quot;</td>
<td>9&quot;/30 Min</td>
<td>Center N\frac{1}{2}</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Top</td>
<td>6 1/4&quot;</td>
<td>6 1/4&quot;/30 Min</td>
<td>Center S\frac{3}{4}</td>
</tr>
<tr>
<td>2</td>
<td>Top</td>
<td>5 3/4&quot;</td>
<td>5 3/4&quot;/30 Min</td>
<td>Center of Lot</td>
</tr>
<tr>
<td>3</td>
<td>Top</td>
<td>8&quot;</td>
<td>8&quot;/30 Min</td>
<td>Center of N\frac{1}{2}</td>
</tr>
<tr>
<td>4</td>
<td>Top</td>
<td>9 1/4&quot;</td>
<td>9 1/4&quot;/30 Min</td>
<td>Center of Lot</td>
</tr>
<tr>
<td>5</td>
<td>Top</td>
<td>7&quot;</td>
<td>7&quot;/30 Min</td>
<td>Center Lot</td>
</tr>
<tr>
<td>6</td>
<td>Top</td>
<td>6 1/4&quot;</td>
<td>6 1/4&quot;/30 Min</td>
<td>Center Lot</td>
</tr>
<tr>
<td>7</td>
<td>Top</td>
<td>8 1/4&quot;</td>
<td>8 1/4&quot;/30 Min</td>
<td>Center Lot</td>
</tr>
<tr>
<td>8</td>
<td>Top</td>
<td>9&quot;</td>
<td>9&quot;/30 Min</td>
<td>Center Lot</td>
</tr>
</tbody>
</table>
BUILDING RESTRICTIONS AND COVENANTS

TRAILS WEST ESTATES, A SUBDIVISION IN NATRONA COUNTY, WYOMING OF THE NW\(1\)\; SW\(1\); NE\(2\); and a part of NE\(2\) of Section 22, Township 33 North, Range 80 West, 6th P.M., Natrona County, Wyoming as the same appears on the plat thereof recorded in the office of the county clerk of Natrona County, Wyoming.

WHEREAS, RADIX, INC. is the owner of all of the Blocks, being Blocks 1 through 52 of TRAILS WEST ESTATES, a subdivision in Natrona County, Wyoming, and desires to establish in said subdivision a residential district with rural business to the Southeast wherein the construction and use of dwelling houses shall conform to certain minimum requirements and each lot owner in consideration of his compliance with such requirements shall be protected against violation thereof by any other lot owner, and said RADIX, INC. desires to provide for TRAILS WEST IMPROVEMENT AND SERVICE DISTRICT, a non-profit association or corporation, to assess, manage and provide for street and sidewalk maintenance, street lighting, snow removal and other community affairs in said subdivision.

NOW, THEREFORE, in consideration of the premises, the undersigned, RADIX, INC. does hereby make, impose, and establish the following building restrictions, covenants and Improvement and Service District agreement on all of the lots in Trails West Estates, a subdivision in Natrona County, Wyoming, which shall be covenants running with the land as follows:

Article I
Protective Covenants

1.1 No trailer, mobile home, basement, tent, shack, garage, barn, or other out-building erected in the subdivision shall at any time be used as a residence temporarily or permanently.

1.2 All structures shall be new construction. Each single family dwelling and residence shall contain, when completed, not less than 900 square feet of useable living space, exclusive of the cellar, basement, porches, terraces, and garage; except that a split-level dwelling shall contain not less than 1,200 square feet.

1.3 No oil drilling, oil development operations, quarrying, or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on or in any lot. No derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot.

1.4 Each lot shall contain a removable underground garbage container installed in the front yard or in the alternative garbage containers may be maintained which are concealed from sight by an enclosed structure.

1.5 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities, or which may change the direction or flow of water drainage within the easements, or which may obstruct or retard the flow of water through the easements. The easement area on each lot shall be continuously maintained by the lot owner. Any damage incurred to maintain any such utility in such easement shall be borne by the owner.
1.6 No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes and do not exceed two in number, except where conditional use is specified.

1.7 No structure shall be erected on any lot or tract in said subdivision, except that the same shall first be approved by an Architectural Committee established by the Improvement and Service District.

1.8 No water wells or septic tanks shall be drilled, constructed or permitted to remain on any lot after improved by curb and gutter, except where allowed by Natrona County.

1.9 No weeds, brush, rubbish, junk, garbage, trash, junk car or unlicensed cars shall be allowed or permitted to remain on any lot, nor shall any activity be carried on which shall be or become a nuisance or offensive to the owners within the subdivision.

1.10 No lot shall be reduced in size to make a smaller building site than a platted lot, however, building site may be increased in size by using part of an adjacent lot, in which event front, side and rear yard requirements shall be measured to building site lines.

1.11 Temporary construction structures shall be permitted with the approval of the Board of Directors of the Improvement and Service District.

1.12 All structures shall comply with the uniform building, electrical, plumbing, and fire codes.

1.13 All construction and/or use of any lot within the subdivision shall comply with the requirements of the zoning regulations for the zone in which the lot is located.

1.14 The restrictions and covenants set forth in this article may be altered, amended or variances allowed by RADIX, INC. or by a vote of two-thirds of the Board of Directors of the Improvement and Assessment District provided.

1.15 Definitions for the purposes of these Building Restrictions and Covenants shall be the same as the definitions provided in the Natrona County Zoning Resolutions.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the 15th day of September, 2005, at which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless altered, amended or varied as herein provided.

If the parties hereto, or any of them, or their successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law, or in equity, against the person or persons violating or attempting to violate any such covenants, and either to prevent him, or them, from so doing, or to recover damages, and such person shall have such other actions and remedies as law or equity may provide.

RADIX, INC.

By: Larry L. Redding, President

[Signature]

Larry L. Redding, Assistant Secretary
DECLARATION
of
Conditions, Covenants, Restrictions and Easements
for
COTTONWOOD ADDITION

New Vista, Inc., a Wyoming Corporation, (called the "Declarant")
In this Declaration, is the sole owner of property described as follows:

Lots 1-23, Block 7; Lots 1-16, Block 8; Lots 29-44,
Block 9, Lots 1-44, Block 12; all in Cottonwood
Addition, according to the plat thereof recorded in
Natrona County, Wyoming. This land is called the
"Subdivision" and individual lots so designated
above are called "Lots."

Declarant desires to place protective covenants, conditions,
restrictions, reservations, liens and charges upon the Subdivision to
protect the Subdivision's quality residential living environment and also
to protect its desirability, attractiveness and value. Consequently, the
Subdivision is hereby subjected to the following covenants, conditions,
restrictions and restrictions (collectively referred to as "Covenants"), all
of which shall run with the Subdivision and shall be binding upon all parties
now or acquiring any rights, title or interest in it or any part thereof,
and shall inure to the benefit of each owner thereof.

ARTICLE I
COVENANTS TO PRESERVE THE RESIDENTIAL
CHARACTER OF THE SUBDIVISION

Section 101. Property Uses. All Lots and building sites in the
Subdivision shall be used exclusively for private residential purposes. No
dwelling erected or maintained within the Subdivision shall be used or occupied
for any purpose other than for a single family dwelling. No business, profes-
sion or other activity conducted for gain shall be carried on or within any
Lot or building site.

Section 102. Structures. No structure shall be erected within
the Subdivision except single family dwellings and those accessory buildings
and accessory structures which have been approved by the Approving Authority.
No structure other than a dwelling, no accessory building, no trailer, tent
or other similar or dissimilar temporary quarters may be used for living
or other purposes. No other structure may be placed on any building site before com-
pletion of the dwelling upon such building site except with the permission of
the Approving Authority.

Section 103. Construction Type. All construction shall be new.
No building previously used at another location nor any building or structure
originally constructed as a mobile dwelling or structure may be moved onto a
Lot or building site except as expressly hereinafter provided for temporary
buildings.

Section 104. Storage. No building materials shall be stored on
any Lot except temporarily during continuous construction of a building or
tits alteration or improvement.
Section 105. Substantial Completion. A structure shall not be occupied in the course of original construction until substantially completed. All work of construction shall be prosecuted diligently and continuously from the time of commencement until fully completed.

Section 106. Construction Completion. The exterior of all buildings or other structures must be completed within one (1) year after the commencement of construction except where such completion is impossible or would result in great hardship due to strikes, fires, national emergency or natural calamities. If not so completed, or if construction shall cease or be discontinued, the Approving Authority will give the Owner thereof notice of such fact, and if construction is not diligently commenced within thirty (30) days after such notice, the unfinished structure or unfinished portion thereof shall be deemed a nuisance and shall be removed forthwith by and at the cost of the Owner.

Section 107. Construction or Sales Offices. Temporary buildings for construction or administrative purposes or for sales offices may be erected or maintained only by Declarant or with the approval of the Approving Authority. Model homes may be used and exhibited only by Declarant or with the approval of the Approving Authority. Temporary buildings permitted for construction or administrative purposes or for sales offices shall be promptly removed when they cease to be used for these purposes, or at such time as required in writing by the Approving Authority.

Section 108. Drilling Structures. No derrick or other structure designed for use in or used for boring or drilling for water, oil or natural gas shall be permitted upon or above the surface of any Lot, nor shall any equipment or machinery for use in or used for boring or drilling for water, oil, natural gas, petroleum, asphaltum or other hydrocarbon substances be produced from any well located upon, in or under any Lot.

Section 109. Easements. There are hereby reserved to Declarant, its successors and assigns, perpetual, alienable, divisible and reusa, easements and the right from time to time to grant such easements to others under, in and across each of the ten (10) foot strips along and adjoining each street, lot line of each Lot, and each of the five (5) foot strips along and adjoining each side lot line of each Lot or within any easements shown on the recorded plat for use of all or part of such areas for transmission of electric current or impulses or electronic signals, for heat and fuel lines, for water lines, for utility lines, for drainage and for other similar or dissimilar facilities and purposes, and for any one or more of such purposes.

Section 110. Underground Utilities. All utilities except lighting standards and customary service devices for access, control or use of utilities shall be installed underground.

ARTICLE II

DENSITY, SETBACK AND QUALITY STANDARDS

Section 201. ReSubdivision. No more than one (1) dwelling shall be erected or maintained within any Lot or the combination of two or more lots or portions thereof as approved by the Approving Authority and aggregating not less than 6,000 square feet.

Section 202. Setback Areas. Except with approval of the Approving Authority the building, porch, garage, projection or other part of a building shall be located within twenty-five (25) feet of the side Lot line adjoining a street on a reverse corner lot, and fifteen (15) feet on a regular lot. The Approving Authority's approval may be given only (a) for fireplace
project line integral with the building: (a) for a new and replacement
(c) for the construction which does not exceed five (5) feet into the
ninth story, and shall not require the Receiving Authority to have only
safety floor in the interest of superior minor area to be in minor in nature and to be in the interest of superior
minor layout, to be minor in nature and to be in the interest of superior
minor story dwelling. All construction shall also conform to the building code, zoning
design. The Receiving Authority may vary from the provisions of this section and other sections.
sections.

Section 202. Dwelling Area Requirements. No dwelling shall be
constructed, which, exclusive of garages below, porches, patios,
covered but unreinforced area, garages and any attached accessory building,
hall have a gross livable floor area of less than 700 square feet. If a single
storey dwelling. Multi-level dwellings shall be approved as to gross livable
floor area by the Receiving Authority before construction commences.

Section 204. Height Restrictions. No dwelling or other structure
shall be more than two stories in height except with the prior permission of
the Receiving Authority. Height shall be measured from the highest finish
to the highest point on the structure exclusive of standard chimneys. Finished
grade contour shall mean the ground contour established by the Receiving Authority during
development of the lots and existing immediately prior to commencement of
construction of any dwelling or other structure, or such other finished grade
as may be approved by the Receiving Authority.

Section 205. Roofs. All roof areas shall be of wood shakes, wood
shingles or composition shingles which shall have been approved by the
Receiving Authority as to type, quality and color. All roof colors must
be approved by the Receiving Authority.

Section 206. Accessory Buildings. Any accessory building or
structure shall be humane and in keeping with the dwelling situated on the
same lot. The Receiving Authority may order the removal of any accessory
building not meeting this criteria.

Section 207. Antennas. No aerial or antenna for reception or
transmission of radio or television or other electronic signals shall be
maintained on the roof of any building nor shall they be maintained at any
other location so as to be visible from neighboring property or
adjacent streets.

Section 208. Solar Systems and Facilities. No solar system and/
or facilities either active or passive shall be allowed without the prior
approval of the Receiving Authority. Adequate data on said
systems as to location and style shall be submitted before approval or denial.
The Receiving Authority may order the removal of any such installation not
having the written approval of such installation by the Receiving Authority.

Section 209. Owner Maintenance. Each owner shall maintain the
exterior of the dwelling, any private building and all other structures,
lawns and landscaping, walks and driveways, in good condition and shall cause
them to be repaired as the effects of damage or deterioration become apparent.
Exterior building surfaces and trim shall be repainted periodically and
before the surface becomes weathered or worn off.

Section 210. Rebuilding or Restoration. Any dwelling or building
which may be destroyed in whole or in part by fire, windstorm or from any
other cause or act of God must be rebuilt or all debris must be removed and
the lot restored to a slightly condition, such rebuilding or restoration to be
completed with reasonable promptness and in any event within six (6) months
from the time the damage occurred.
ARTICLE III
LIVING ENVIRONMENT STANDARDS

Section 301. Building and Grounds Conditions. Each Owner shall prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on his Lot which tends to substantially decrease the beauty of the neighborhood as a whole or in the specific area. No building material shall be stored on any Lot, except temporarily during continuous construction of a building, unless enclosed out of view in a service yard or within a building.

Section 302. Garage Doors. Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage.

Section 303. Maintenance Equipment. All maintenance equipment shall be stored in an enclosed structure or otherwise adequately screened so as not to be visible from neighboring property or adjoining streets.

Section 304. Clotheslines. All outdoor clothes poles, clotheslines and other facilities for drying or airing of clothing or household goods shall be placed or screened by fence or shrubbery so as not to be visible from neighboring property or adjacent streets.

Section 305. Refuse. No ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or receptacles or containers therefor, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or street, except during refuse collections.

Section 306. Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on any Lot or in any living unit. No annoying lights, sounds or odors shall be permitted to emanate from any living units.

Section 307. Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes shall be located, used or placed on any structure or within any building site.

Section 308. Landscaping. Prior to occupancy of a dwelling or within any extension of time granted by the Approving Authority, not to exceed six (6) months after completion of a dwelling, all yards and open spaces shall be landscaped and thereafter maintained in lawns or other materials. Unless otherwise approved by the Approving Authority, no less than fifty percent (50%) of the front yard area shall be covered with bluegrass lawn or its equivalent. For purposes of this paragraph, the front yard is defined as the area of the Lot between the paved surface of any street or back of sidewalk adjacent to the Lot and the line on the Lot which is

--4--
333921
approved in these Covenants for the installation of fences. Prior to occupancy of a dwelling or within any extension of time granted by the Approving Authority, not to exceed six (6) months after completion of a dwelling, fences, as approved by the Approving Authority, shall be constructed from each side of the dwelling to the side yard lot line. Vegetation shall be maintained on either side of the fence, and such fence shall be maintained in good condition without any defects that may be detrimental to the appearance of the premises. Where a fence is not maintained in good condition, the Approving Authority shall have the right to enter the premises and order the fence to be removed and replaced.

Section 309. Weeds. All yards and open spaces and the entire area of every lot on which no building has been constructed, shall be kept free from weeds and other nuisances, the removal of which is necessary for the health or safety of the occupants of the premises. The Approving Authority shall have the right to enter the premises and order the removal of any weeds that may exist.

Section 310. Mowing and Pruning. In order to effect insect, weed and fire control and to prevent the spread of disease, the Approving Authority shall have the right to enter the premises and order the mowing and pruning of any grass, weeds, or other vegetation that may be detrimental to the health or safety of the occupants of the premises.

Section 311. Grading Patterns. No material change may be made in the ground level, slope, pitch or drainage patterns of any lot as fixed by the original finish grading except after first obtaining the prior consent and approval of the Approving Authority. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to prevent foundations and footings from excess moisture for the principal and adjoining landowners.

Section 312. Transmitters. No electronic or radio transmitter of any kind other than garage door openers shall be operated in or on any structure or within any building site.

Section 313. Animals. No animals except domesticated birds or fish and other small domestic animals permanently confined indoors and except an aggregate of two domesticated dogs or cats shall be maintained in or on any lot within the Subdivision and then only if kept as pets. No animals of any kind shall be permitted which in the opinion of the Approving Authority makes an unreasonable amount of noise or odor or is a nuisance. No animals shall be kept, bred or maintained within the Subdivision for any non-residential purposes.

Section 314. Trailers, Campers, etc. No boat, trailer, camper (on or off supporting vehicles), tractor, commercial vehicle, mobile home, motorhome, motorcycle, travel trailer unit or truck, excepting only pickup solely for the private use of the residents of a dwelling, shall be parked on any street or within any lot or building site except in a completely enclosed structure, or fully screened in a manner approved by the Approving Authority so as not to be visible at ground level from any neighboring property or street.

Section 315. Junk Cars. No stripped down, partially wrecked or junk motor vehicles or parts thereof, shall be permitted to be parked on any street or on any lot in such manner as to be visible at ground level from any neighboring property or street.

-5-
Section 316. Vehicle Repairs. No maintenance, servicing, repair, dismantling or painting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of the activity from the street and from adjoining property.

Section 317. Signs. The only signs permitted on any lot or structure shall be:

(a) One sign of customary size for offering the structure for sale or for rent;

(b) One sign of customary size for identification of the occupant and address of any dwelling;

(c) Multiple signs for sale, administration and directional purposes installed by, or with the permission of, the owner or developer;

(d) Signs as may be necessary to advise of rules and regulations or to caution or warn of danger; and

(e) Such signs as may be required by law.

Except for permitted signs, there shall not be used or displayed on any lot or structure any signs or any banners, streamers, flags, lights, or other devices calculated to attract attention in aid of sale or rental. All permitted signs must be professionally painted, lettered and constructed.

ARTICLE IV
ARCHITECTURAL CONTROL

Section 401. Building Approval. No structure shall be commenced, erected, placed, moved onto a lot, permitted to remain on any lot or altered in any way to materially change the lot's previously existing exterior appearance, except in accordance with plans, specifications and other information submitted to and approved by the Approving Authority no more than one (1) year before start of the construction, alteration or installation. Matters which require the approval of the Approving Authority include, but are not limited to: the exterior appearance and materials, exterior color, roof color, height and location of each structure, covering, drive, walk and fence, grading of site and landscape plan. In granting or withholding approval, the Approving Authority shall consider the relationship of the materials for their intended use, the harmonization of the external appearance with the surroundings, the proper relation of the structure to the environment and to surrounding uses, the degree, if any, to which the proposed structure or covering will cause intrusions of sound, light or other effect on nearby areas and the subjective degree of quality urban residential area from considerable neighbors. It is specifically understood that The Cottontwars is a planned development as to dwelling colors, landscaping, exterior elevations, fences, driveways, walls, building materials and their intended uses, and all items having to do with the appearance of The Cottontwars. Any change or alteration in the above-mentioned items must have prior approval of the Approving Authority.

Section 402. Plans Submissions. All plans, samples and other materials are to be submitted to the Approving Authority. The minimum scale of these plans shall be one-twentieth inch equals one (1) foot. The plot plan in this minimum scale shall show the location of all buildings, drives, walks, fences and any other structures. Proposed new contours throughout the lot and abutting street elevations on all sides shall be shown. Structure plans shall show all exterior elevations, and shall indicate and locate on each elevation the materials to be used and designate each exterior color to be used by means of actual color samples.
Section 403. Approval Process. All action required or permitted
to be taken by the Approving Authority shall be in writing and any such
written statement shall establish the action of the Approving Authority
and shall protect any person relying on the statement. If the Approving
Authority does not execute and acknowledge such a statement within thirty
days after delivery of all the required materials to the Approving
Authority, the materials so delivered shall be deemed approved for the
purpose of these Covenants. The Approving Authority may charge reasonable
fees to cover expenses incurred in reviewing plans, samples and materials
submitted pursuant to this Declaration, exclusive of reimbursement to the
members of the Approving Authority for their services. The Approving Authority
shall be entitled to retain one (1) copy of all approved plans as part of its
files and records.

Section 404. Variances. The Approving Authority shall have the
authority to grant for a Lot or Building site a variance from the terms and
conditions which may be fixed by the Approving Authority and will not be
contrary to the interests of the Owners and residents of the Subdivision
where, owing to exceptional and extraordinary circumstances, literal enforce-
ment of all of those sections will result in unnecessary hardship. Following
an application for a variance:

(a) The Approving Authority shall, within thirty
(30) days after the request for the variance was delivered,
determine whether to grant or deny the variance. If the
Approving Authority fails to act on the request for a variance
within this thirty (30) days, the variance will be deemed
granted.

(b) A variance granted hereunder shall run with
the Lot or building site for which granted.

(c) A variance shall not be granted unless the
Approving Authority shall find that all of the following
conditions exists:

(i) the variance will not authorize
the operation of a use other than private, single
family residential use;

(ii) owing to the exceptional and
extraordinary circumstances, literal enforcement
of the section above enumerated will result in
unnecessary hardship;

(iii) the variance will not substantially
or permanently injure the use of other property in
the Subdivision;

(iv) the variance will not alter the
essential character of the Subdivision;

(v) the variance will not weaken the
general purposes of these Covenants;

(vi) the variance will be in harmony
with the spirit and purpose of these Covenants;

(vii) the circumstances leading the
applicant to seek a variance are unique to the Lot
or building site or its Owner and are not applicable
generally to Lots in the Subdivision or their Owners.
(d) If the Approving Authority denies the request for a variance, the applicant may request a meeting of the Owners to be held to reconsider the denial. In this case, the Approving Authority shall call a meeting of Owners of Lots in the Subdivision, with notice of which meeting shall be given to the Owners at least ten (10) days in advance, at which meeting all Owners shall have an opportunity to attend and express their views. Whether or not anyone appears at the meeting in support of or in opposition to the application for variance, the Approving Authority shall make its decision either grant or deny the variance at the meeting. The decision to grant or deny the variance shall always rest with the Approving Authority.

(e) If a variance is denied, another application for a variance for the same Lot or building site may not be made for a period of one (1) year after submittal of the original request.

ARTICLE V
APPROVING AUTHORITY

Section 501. Composition of the Approving Authority. The Approving Authority shall consist of three (3) Individuals. The Declarant reserves the right, until 500 units in the Subdivision have been sold, to appoint all members of the Approving Authority. Thereafter, the Board of Directors of the Association may change the membership of the Approving Authority, so long as the members of the Approving Authority are all Owners of Lots within the Subdivision. Whenever a member is deceased or unwilling or unqualified to act, the Board of Directors shall appoint a new member. All Owners of Lots within the Subdivision as members of the Approving Authority so as to fill the existing vacancies, except until 500 units in the Subdivision have been sold, any such vacancy may be filled by Declarant. Any residents appointed to the Approving Authority by Declarant or by the Board of Directors may be removed and replaced by the record Owners of a majority of Lots in the Subdivision. Any appointment, removal or replacement of residents shall be in writing and acknowledged by Declarant or other person or persons authorized to make appointment, removal or replacement and filed for record with the Clerk and Recorder of the County of Natrona, State of Wyoming.

Section 502. Delivery of Items. Any item required or permitted to be delivered to the Approving Authority shall be deemed properly delivered when actually received by the Approving Authority at the registered office of the Association.

Section 503. Liability. Members of the Approving Authority shall not be liable to any party whatsoever for any act or omission unless the act or omission is in bad faith and amounts to fraud.

ARTICLE VI
THE ASSOCIATION AND MAINTENANCE AREAS

Section 601. Nominal Amenity PUD. It is contemplated that the Subdivision will have only minimal common areas which will be landscaped and paved to benefit the overall appearance and attractiveness of the Subdivision. Thus, it is contemplated that the Subdivision and the Association will function as a "De Minimis" or Nominal Amenity" PUD, as those terms are defined by the Veterans Administration and Federal National Mortgage Association.
Section 502. The Association.

(a) Membership. Every owner of a Lot which is subject to assessment shall be a Member of the Association, and membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. If additional Lots are added to the Association, membership shall automatically be expanded thereby.

(b) Classes of Members. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, provided, however, if additional Lots are added to the Association, Declarant’s Class B membership shall revive upon each such addition and continue until the total votes outstanding in the Class A membership for the entire project, including the annexed Properties, equal the total votes outstanding in the Class B membership for the entire project, including the added Lots; or

(ii) on December 31, 1990.

(c) Nonliability of Association and Others. Declarant and the Association and its officers, directors and Members, including without limitation members of the Approving Authority and agents of each of them, shall not be liable in damages or otherwise to any person whatsoever for any act or omission incident to their office, unless the act or omission is in bad faith or amounts to fraud.

Section 603. Covenant for Maintenance Assessments.

(a) Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Subdivision hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments to be established and collected as hereinbefore provided. The annual assessments, together with interest, costs and reasonable attorney’s fees, shall be a charge on the Lot and shall be a continuing Lien upon the Lot against which each such assessment is made. The Board of Directors or the managing agent of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by one (1) of the Board of Directors or by the managing agent and may be recorded.
in the office of the Clerk and Recorder of the County of Natrona, Wyoming. The lien for each unpaid assessment attaches to the Lot at the beginning of each assessment period and shall continue to be a lien against the Lot until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for which it is filed and collected as part and parcel thereof. Each assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the Owner of such Lot at the time when the assessment falls due. Assignees of such Owner shall not be personally liable for such assessment by virtue of their acquisition of title, but except in the case of a First Mortgagee or a purchaser at a foreclosure sale, the lien for unpaid assessments shall continue to encumber the Lot until paid.

(b) Purpose of Assessments. The assessment levied by the Association shall be used exclusively to maintain and replace or repair, as necessary, the Maintenance Area and pay for all expenses or charges reasonably determined by the Association's Board of Directors to be necessary or desirable in carrying out these purposes. The Association may also levy assessments for any other purposes provided at least two-thirds of such class of Members consents to such additional assessments.

(c) Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Fifty Dollars ($50.00) per Lot.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conference with the rise, if any, of the Consumer Price Index published by the Department of Labor, Washington, D.C., for the preceding year.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the Members for the next succeeding year and at the end of each such period of one year, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

(d) Special and Emergency Assessments. In addition to the annual assessments authorized above, the Association may, in any assessment year, levy additional special assessments applicable to that year only for the purpose of defraying, in whole or in part, any additional or unanticipated expenditures provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(e) Notice and Quorum for any Action Authorized Under Sections 603(c) and 603(d). Written notice of any meeting called for the purpose of taking any action authorized under sections 603(c) and (d) shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another
assigns, and whether recorded or not. However, the lien of such assessments shall be prior to any homestead exemption as now or hereafter may be provided by Wyoming law and the acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead exemption as against the said assessment lien. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of any First Mortgage, or any proceeding in lieu thereof, or the cancellation or foreclosure of any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether recorded or not, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

(j) Working Capital. If required by regulations of the Veterans Administration, the Federal Housing Authority, Federal National Mortgage Association, or other similar entity as a condition to purchasing or insure any First Mortgage, the Association may require the first Owner of any Lot who purchases that Lot from Declarant to pay to the Association an amount equal to 2 times the amount of the estimated monthly assessment, which sum shall be held by the Association as and for working capital. Such sum shall not be refundable to such Owner, but if the Association decides that such sums are not required for working capital, shall be placed in the general revenue. Furthermore, such sums shall not relieve an Owner from making the regular payment of assessments as the same become due.

(k) Notice to Mortgagor of Default. Upon written request, a First Mortgagor shall be entitled to written notification from the Association of any default in the performance by the Owner of any obligation under this Declaration and/or the Bylaws of the Association, which is not cured within sixty (60) days.

(l) Payment of Taxes or Insurance by Mortgagors. First Mortgagors of Lots shall have the right, jointly or singularly, to pay taxes or other charges or assessments which are in default and which may become a lien against the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lot of a policy for the Common Area, and any First Mortgagors making any such payment shall be owed immediate reimbursement therefor from the Association.

(m) Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein: (1) all Property dedicated to and accepted by local public authority; and (2) the Common Area (if any).
(n) Management Agreements.

(i) Because of the minimal functions contemplated for the Association, it is not anticipated that the Association will need to retain professional management services. However, the Board of Directors of the Association shall have the right to enter into such management agreements if they determine it is in the best interest of the Association and Owners to do so. Each Owner of a Lot shall be bound by the terms and conditions of all such management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that the management agreement may be canceled by an affirmative vote of sixty percent (60%) of the votes of each class of the Members of the Association. Any and all management agreements shall be made with a responsible party or parties having experience adequate for management of the duties of the Association. Any management agreement providing for the services of Declarant or the builder of the project may not exceed three (3) years and must provide that it can be terminated by the Association without cause and without payment of a termination fee upon ninety (90) days' written notice.

(ii) Each and every management agreement made between the Association and a manager, or managing agent during the period when Declarant or other developer controls the Association may be terminated no later than thirty (30) days after the termination of control by Declarant or other developer of the Association. In the event the contract is not so terminated, it shall become binding upon the Association for the duration of its term. The provisions of this section (ii) shall be contained verbatim, in each and every of such management agreement.

Section 604. Maintenance.

(a) Association Maintenance. The Association will water, mow, paint, repair, keep clean and replace all the Maintenance Area to keep it in first-class condition so as to present a neat, tidy and attractive appearance for the subdivision.

(b) Wilful or Negligent Damage. If the need for maintenance or repair described in section (a) of this Article is caused through the wilful or negligent acts or omissions of any Owner, his family, guests or invitees, the cost of such maintenance shall be added to and become part of the assessment to which the Lot of such Owner is subject. No Owner shall, in whole or in part, change any Maintenance Area adjacent to his Lot by the addition or removal of any items thereon without the prior written approval of the Approving Authority.
(c) Access at Reasonable Hours. For the purpose
of performing the maintenance referred to in section (a) of
this Article, the Board of Directors of the Association,
through its duly authorized agents or employees, shall have
the right, after reasonable notice to the Owner, to enter
upon any Lot at reasonable hours on any day, and such entry
shall not be deemed a trespass. In performing repairs or
maintenance authorized under this Article, the Association
will exercise due care, but shall not be liable for any
loss, cost or damage caused by its action, except on account
of its gross negligence or willful misconduct.

ARTICLE VII

GENERAL PROVISIONS FOR EFFECT OF THE COVENANTS

Section 701. Definitions. The following words and expressions
used in these Covenants have the meanings indicated below unless the context
clearly requires another meaning:

(a) Accessory Building. Detached garages, patios,
swimming pools, covers, enclosures, dressing rooms or other
similar structures, recreation facilities, separate guest
houses without kitchens, separate servants' quarters without
kitchens and other buildings customarily used in connection
with the single family residence.

(b) Association. Cottonwood Homeowners' 
Association, a Wyoming nonprofit corporation, its succes-
sors, and assigns.

(c) Building Site. A Lot as established by the
recorded plat or the combination of two or more Lots or
portions thereof as approved by Declarant and aggregating
not less than 6,000 square feet.

(d) City. The City of Casper, Wyoming.

(e) Common Area. Any real property designated as such
on a properly recorded plat of any portion of the Subdivision.
The Common Area will consist of the pedestrian pathways, the area
within turning circles, certain other areas of land at entrances
to the Subdivision, including entrance signs, or at ends of cul-
deesacs as shown on recorded plats. Indication of any Common Area
on a properly recorded plat shall automatically convey fee title
to that Common Area to the Association. Upon written request of
the Veterans Administration, Federal Housing Administration, or
other similar entity, Declarant will also execute and record a
warranty deed conveying such Common Area to the Association free
and clear of all liens and encumbrances. All Owners shall have
a nonexclusive easement for use and enjoyment of the Common Area
subject to the restrictions contained in these Covenants and such
reasonable rules and regulations as the Association may adopt.

(f) These Covenants. This Declaration and the provisions
contained in it.
(g) First Mortgage. A Mortgage upon a Lot having priority of record over all other recorded encumbrances and liens thereon, except those governmental liens made superior by statute.

(h) Lot. Each area designated as a Lot in any recorded plat of the Subdivision.

(i) Lot Lines. Front, side and rear Lot lines shall be the same as defined in the zoning regulations of the City of Casper, Wyoming, in effect from time to time. In the absence of such a definition, a front Lot line is each boundary line (whether one or more) between the Lot and any public street. A side Lot line is any boundary line which meets and forms an angle with a public street except that for a corner Lot with two front Lot lines, the side Lot line is the boundary which forms an angle with the street which affords the principal access to the Lot.

(j) Maintenance Area. All Common Area, together with any other area designated as "maintenance area" on any recorded plat of all or portions of the Subdivision.

(k) Mortgage. Mortgage shall mean any mortgage, deed of trust or other document pledging a Lot or an interest therein as security for payment of a debt or an executory land sales contract wherein the Administrator of Veterans Affairs is seller, whether such contract is owned by the Veterans Administration or its assignee, and whether such contract is recorded or not, or any other recorded document pledging a Lot as security for the payment of a debt or obligation.

(l) Owner. Person having fee simple legal title to a Lot. If more than one person has such title, all such persons are referred to collectively as "Owner" and shall exercise their rights as an Owner through such one of them as they may designate from time to time.

(m) Structure. Any thing or device other than trees and landscaping, the placement of which upon any building site might affect its architectural appearance, including by way of illustration and not limitation, any dwelling, building, garage, porch, shed, greenhouse, driveway, walk, patio, swimming pool, tennis court, fence, wall, tent, covering or outdoor lighting. Structure shall also mean any excavation or fill the volume of which exceeds five cubic yards or any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any Lot.

(n) The Subdivision. Lots 1-23, Block 7; Lots 1-16 Block 8; Lots 3, 4, Block 9, all in Cottonwood Addition, an addition to the City of Casper, Natrona County, Wyoming, together with any additional land subject to these Covenants pursuant to paragraph 712 below.

(o) Enumerations Inclusive. A designation which describes parcels or other things as from one number, letter or other designation to another includes both such numbers, letters or other designations and all in between.
Section 702. Captions. Captions, titles and headings in these Covenants are for convenience only and do not expand or limit the meaning of the section and shall not be taken into account in construing the section.

Section 703. Approving Authority Resolves Questions of Construction. If any doubt or questions shall arise concerning the true interpretation or meaning of any of these Covenants, the Approving Authority shall determine the proper construction of the provision in question and shall set forth in written instrument duly acknowledged by the Approving Authority and filed for record with the Clerk and Recorder of Natrona County, Wyoming, the meaning, effect and application of the provision. This definition will thereafter be binding on all parties so long as it is not arbitrary or capricious. Matters of interpretation involving Declarant shall not be subject to this section 703.

Section 704. Covenants Run With the Land. These Covenants shall run with the Land and shall inure to and be binding on each Lot and upon each person or entity hereafter acquiring ownership or any right, title and interest in any Lot in the Subdivision.

Section 705. Covenants are Cumulative. Each of these Covenants is cumulative and independent and is to be construed without reference to any other provisions dealing with the same subject matter or imposing similar or dissimilar restrictions. A provision shall be fully enforceable although it may prohibit an act or omission sanctioned or permitted by another provision.

Section 706. Waivers. Except as these Covenants may be amended or terminated in the manner hereinafter set forth, they may not be waived, modified or terminated and a failure to enforce shall not constitute a waiver or impair the effectiveness or enforceability of these Covenants. Every person bound by these Covenants is deemed to recognize and agree that it is not the intent of these Covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that leniency or neglect in their enforcement shall not in any way invalidate these Covenants or any part of them, nor operate as an impediment to their subsequent enforcement and each person agrees not to plead as a defense in any civil action to enforce these Covenants that these Covenants have been waived or impaired or otherwise invalidated by a previous failure or neglect to enforce them.

Section 707. Enforcement. These Covenants are for the benefit of the Owners, jointly and severally, the Association and the Approving Authority and may be enforced by action for damages, suit for injunction, mandatory and prohibitive, and other relief, and by any other appropriate legal remedy, instituted by one or more Owners, the Association or the Approving Authority, or any combination of these. If Declarant no longer owns any property within the Subdivision, it shall in any event until seven years after these Covenants were filed of record, retain the right to enforce these Covenants in any of the manners permitted above. All costs, including reasonable attorney's fees, incurred by the Association or the Approving Authority in connection with any successful enforcement proceeding initiated by them (alone or in combination with Owners) or, during the period it is
permitted to enforce these Covenants, incurred by Declarant, shall be
paid by the party determined to have violated the Covenants. Any party
exercising its right to enforce these Covenants shall not be required
to post any bond as a condition to the granting of any restraining
order, temporary or permanent injunction or other order. The rights and
remedies for enforcement of these Covenants shall be cumulative, and the
exercise of any one or more of such rights and remedies shall not preclude
the exercise of any of the others.

Section 708. Duration of Restrictions. Unless sooner terminated
as provided in section 709, the restrictions and other provisions set forth
in these Covenants shall remain in force until the year 2011, and shall be
automatically renewed for successive periods of ten (10) years unless before
the year 2011 or before the end of any ten (10) year extension, there is
filed for record with the Clerk and Recorder of Natrona County an instrument
of a majority of the Lots in the Subdivision.

Section 709. Amendment and Extensions. From time to time any
one section of these Covenants (except section 109) may be amended or a
new section may be added to these Covenants by an instrument signed
and acknowledged by the holders of at least two-thirds of the votes of each
class of Members of the Association and filed for record with the Clerk
and Recorder of Natrona County, Wyoming.

Section 710. Termination. All sections of these Covenants
(except section 109) may be terminated at any time, and from time to time
any two or more sections of these Covenants (except section 109) may be
amended or two or more new sections may be added to these Covenants by an
instrument signed and acknowledged by the holders of at least three-fourths
of the votes of each class of Members of the Association and filed for
record with the Clerk and Recorder of Natrona County, Wyoming. Any such
termination or amendment which has the effect of terminating the use or
maintenance of the Maintenance Area which is specified hereunder shall
require the prior approval of the Veterans Administration or the Federal
Housing Administration.

Section 711. Partial Amendments. These Covenants may be amended
for only a portion of the Subdivision by a written instrument executed by
Declarant and 100% of the then Owners of such portion of the Subdivision if:

(a) the portion of the Subdivision affected by such
amendment contains at least twenty (20) contiguous Lots; and
(b) no improvements have been erected on any such
Lots; and

(c) Declarant reasonably determines that the
amendments will not materially adversely affect the general
living environment contemplated by these Covenants for the
remaining Lots.

Section 712. Additional Areas. From time to time, until December
31, 1986, Declarant may include additional areas within the real estate
subject to these Covenants as long as the Veterans Administration or Federal
Housing Administration approves such addition. Such additions shall be
affected by filing with the Clerk and Recorder of Natrona County, Wyoming,
a description designating the additional area to be included. All areas so
called shall be subject to all these Covenants, and any references to the
Subdivision in these Covenants shall automatically include such additional
areas upon recording the supplemental declaration. Declarant may also impose
additional restrictions on areas so added.
Section 713. Master Homeowners' Association. A master homeowners' association (the "Master Association") may be created for all or portions of the Cottonwood area in the future to encourage a harmonious overall living and working environment. If an association is formed, Declarant shall, until December 31, 1986, have the right by recorded document to give to the Master Association the right to enforce these Covenants in the same manner as the Association and the Approving Authority, and to require that the Master Association approve in writing all amendments to the Covenants. However, Declarant may exercise this right only if:

(a) the United States Veterans Administration has approved the Association for purposes of making federally-insured loans on property subject to the Association's control; and

(b) the Master Association has no power to modify or amend these Covenants, impose additional restrictions on the Subdivision, or assess Lots in the Subdivision in any manner for payment of fees or other monies (other than as such assessments may be required by these Covenants).

Owners of Lots platted and sold prior to formation of the Master Association may be offered the opportunity to join the Master Association, but will not be required to do so.

Section 714. Severability. If any of these Covenants shall be held invalid or become unenforceable, the other Covenants shall not be affected or impaired but shall remain in full force and effect.

Section 715. Action in Writing. Notices, approval, consents, applications and other action provided for or contemplated by these Covenants shall be in writing and shall be signed on behalf of the party who originates the notice, approval, consent, applications or other action.

Section 716. Notices. Any writing described in section 715, including but not limited to any communication from the Approving Authority or the Association to an Owner, shall be sufficiently served if delivered by mail or otherwise: (a) to the dwelling situate on the Lot owned by that Owner; or (b) if there is no dwelling, then to the address furnished by the Owner to the Approving Authority and if the Owner has not furnished an address, then to the most recent address of which the Approving Authority has a record.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 23rd day of September, 1982.

DECLARANT:

NEW VISTA, INC.

By

D. Kemt Spencer, Vice President

Attest:

Assistant Secretary

1982
(STATE OF WYOMING)
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 22nd day of September, 1982, by D. Klath Spencer, Vice President of New Vista, Inc.

Witness my hand and official seal.

[Signature]

Maurice Schumacher - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Jan. 11, 1986
My Commission Expires:

January 11, 1986