HERITAGE ADDITION

CITY OF CASPER - REPLAT OF BLOCK 2 MIRACLE CENTER

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this __ day of January 1962, by and between the City of Casper, a Municipal Corporation, hereinafter referred to as "City", and Heritage Homes of Nebraska, Inc., a Nebraska Corporation, hereinafter designated as "Owner".

WITNESSETH:

WHEREAS, owner is owner of a tract of land which comprises the former Block 2, Miracle Center Addition to the City of Casper, a plat which has been vacated and replatted, said replat creating and embracing Lots 1 - 16, inclusive, Heritage Addition to the City of Casper, and which approval is a simultaneous act with the execution of this agreement.

WHEREAS, the owner has entered into an agreement with the Board of Public Utilities to supply said addition with water and sewer service, which shall become a part hereof and

WHEREAS, it is the mutual desire of the parties hereto to have said subdivision developed as a part of the City of Casper, Wyoming.

NOW, THEREFORE, the parties hereto agree as follows:

1. Surveys:

   A. Set all subdivision corners and 1/16th corners with 2" brass pins. These pins shall be set in concrete and clearly identified by number on the corner, elevation of the corner, identifying initial of the surveyor or company making the survey, and the license number of the surveyor making the survey. All surveys shall be properly marked and verified as to the location, true elevation and referenced, if subject to destruction, by 1/2" brass pins and lot corners points of Tangency (PT's) and points of curvature (PC's). All curves shall be marked by 1/2" by 10" iron pin or pipe driven flush with the ground surface. Points of intersection (PI's) and points of return (POR's) of all blocks and the PT's and PC's of all curves shall be witnessed by an iron pin after construction.
Block and lot corners shall be marked after initial dirt moving work has been completed so that duplicate marking of block and lot corners will not be necessary. Said markers shall be in place for final inspection by the Engineering Director upon completion of the sidewalk, curb and gutter.

C. All elevation data for the addition and 1/16th corners shall be submitted to the Engineering Director, in writing, after annexation.

1.2 The owner shall install one 5800 lumen sodium vapor street light on a metal pole on Canyon Street between Lots 4 and 6.

1.3 Issuance of Building Permits

No building permits will be issued by the Engineering Director prior to the completion or installation of all off-site improvements.

1.4 Compliance with Existing Subdivision Agreement:

The owner shall comply with all applicable sections of the Subdivision Agreement between the City of Casper and T 4 M Properties dated the 3rd day of May 1977, which is attached hereto as Exhibit "K", (1.4, 1.5, 1.6 and 1.7).

1.5 The site plan agreement for the addition is hereby made a part of this agreement and attached hereto as Exhibit "B".

1.6 The homeowners association articles and covenants are hereby made a part of this agreement and attached hereto as Exhibit "C".

1.7 Compliance with City Ordinances:

The owner shall comply with all applicable City Codes and Ordinances.

I.

OBLIGATIONS OF CITY

2.1 The City shall furnish water and sewer to said addition under such terms and upon such conditions as have been agreed upon by the parties hereto and the Board of Public Utilities, including the provisions pertaining to the same as set forth in that certain contract relating to water and sewer service entered into on the 28th day of December, 1981, by and between the Board of Public Utilities, Casper, Wyoming, and the owners, a copy of said agreement which is attached hereto and by this reference made a part hereof.

2.2 The contract between the Board of Public Utilities and the owner has been ratified, confirmed, adopted, approved and is hereby made a part of this agreement.

2.3 The City shall provide all City services that are available to other subdivisions within the City.

2.4 The City shall grant a lot size variance for all lots from the PUD one-half acre requirement.
THIS AGREEMENT shall be binding upon and shall inure 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.

CITY OF CASPER
A Municipal Corporation

[Signature]

Jerry W. Combs
Mayor

ATTEST:

[Signature]

[Title]

[Name]

ATTEST:

[Signature]

[Title]

[Name]
ACKNOWLEDGEMENT

STATE OF WYOMING)

COUNTY OF MATHERY)

The foregoing instrument was acknowledged before me by Jerry W. Combs,
Mayor, City of Casper, this 7th day of January, 1982.

[Signature]

Notary Public

My Commission Expires: January 17, 1983

STATE OF NEBRASKA)

COUNTY OF NATHAN

The foregoing instrument was acknowledged before me by Rod Tompkins,
President, Heritage Homes of Nebraska, this 7th day of December, 1981.

[Signature]

Notary Public

My Commission Expires: May 9, 1986
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Heritage Homes of Nebraska, Inc., a Nebraska Corporation, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property, in the City of Casper, County of Natrona, State of Wyoming, which is more particularly described as:

Lots 6, 7, 8, 9, and 10, Heritage Addition to the City of Casper, Wyoming.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following covenants, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each other thereof.

COPY

DEFINITIONS

Section No. 1. Association. "Association" shall mean and refer to HERITAGE ASSOCIATION, a Wyoming Corporation, its successors and assigns.

Section No. 2. Owner. "Owner" shall mean and refer to the owner, whether one or more persons or entities, of an ownership interest in any unit which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section No. 3. Properties. "Properties" shall mean and refer to that certain real estate hereinafter described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section No. 4. Common Area. "Common Area" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lot 10, Heritage Addition to the City of Casper, Wyoming.
Section No. 5. Lot. "Lot" shall mean and refer to any unit of land shown upon the recorded subdivision plot of Heritage Addition of the properties with the exception of the Common Area.

Section No. 6. Unit. "Unit" shall mean and refer to any lot or any portion of a building situated upon a lot designated and intended for use and occupancy as a residence.

Section No. 7. Declarant. "Declarant" shall mean and refer to Heritage Homes of Nebraska, Inc., its successors and assigns if such successors and assigns should acquire more than an undeveloped unit from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section No. 1. Owner's Assessments of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of such class of members has been recorded.

Section No. 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section No. 1. Every owner of a unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment.

Section No. 2. The Association shall have two classes of voting memberships:
Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any unit.

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

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
(b) on the 1st day of January, 1992.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section No. 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each unit owned within the Properties, hereby covenants, and each Owner of any Unit 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: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney’s fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and a reasonable attorney’s fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section No. 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section No. 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment shall be Three Hundred Sixty Dollars ($360.00) per Unit.

(a) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.
Section No. 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, 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.

Section No. 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4 of This Article. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 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 all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section No. 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly basis.

Section No. 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all units on the first day of the month following the conveyance of the condominium. The first annual assessment shall be adjusted according to the numbers of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific unit have been paid. A properly executed certificate on a unit is binding upon the Association as of the date of its issuance.

Section No. 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

Section No. 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of all assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.
ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the board of directors of the Association, or by an architectural committee composed of three or more representatives appointed by the board. In the event that said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

Section No. 1. General Rules to Govern All Parties. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section No. 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section No. 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section No. 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section No. 5. Right of Contribution Upon Sale. The right of any Owner to contribute from any other Owner under this Article shall inure to the benefit of the land and shall pass to such Owner's successors in title.

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717-768-1486
Section No. 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose an arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII

GENERAL PROVISIONS

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

Section No. 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section No. 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the unit owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the unit owners. Any amendment must be recorded.

Section No. 4. Annexation. Additional residential properties and Common Areas may be annexed to the Properties with the consent of two-thirds of such class of members.

Section No. 5. FHA/VA Approval. As long as there is a Class "A" membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: 1) annexation of additional properties, 2) dedication of Common Areas, and 3) Amendment of this Declaration of Covenants, Conditions and Restrictions.
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set his hand this 5th day of January, 1982.

DECLARANT:
Heritage Home of Nebraska, Inc., a Nebraska Corporation

ATTEST:

K. Darrell Hills
Secretary

STATE OF NEBRASKA
COUNTY OF NATRONA

SUBSCRIBED AND SWORN TO before me this 5th day of January, 1982, by ROD TOMPSON, President, Heritage Home of Nebraska, Inc.

327916 NUTARY PUBLIC

ARTICLES OF INCORPORATION
OF
HERITAGE II ASSOCIATION

In compliance with the requirements of Nebraska Statutes, 1977, §§17-1-101 through §17-13-136, the undersigned, all of whom are full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify.

ARTICLE I

The name of the corporation is HERITAGE II ASSOCIATION, hereafter referred to as the "Association"
ARTICLES OF INCORPORATION

OF

HERITAGE II ASSOCIATION

In compliance with the requirements of Wyoming Statutes, 1977, §17-1-101 through §17-15-156, the undersigned, all of whom are full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is HERITAGE II ASSOCIATION, hereinafter referred to as the "Association".

ARTICLE II

The principal office of the Association is located at 290 Valley Dr., Casper, Wyoming.

ARTICLE III

William J. Clare, whose address is 290 Valley Dr., Casper, Wyoming, is hereby appointed the initial registered agent for this Association.

ARTICLE IV

PURPOSE AND PURPOSES OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and its specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the residence units and Common Area within that certain tract of property described as:

Lots 6, 7, 8, 9 and 10, Heritage Addition to the City of Casper, Natrona County, Wyoming.

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

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Natrona County Clerk and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by the lawful owners, all charges or assessments pursuant to the terms of the Declaration to pay all expenses in connection therewith and all other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed...
against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

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

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Wyoming by law now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners, with the exception of the declarant, and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for each unit shall be exercised in the manner determined by the Board. In no event shall more than one vote be cast with respect to any unit.

Class B. The Class B members (as defined in the Declaration) shall be in the declarant and shall be entitled...
to three votes for each unit owned. The Class B membership shall cease
and be converted to Class A membership on the happening of either of the
following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership
equal the total votes outstanding in the Class B membership, or
(b) on the first day of January, 1992.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a
board of three directors.

The name of the persons who shall manage the affairs and
conduct of the Corporation for the first corporate year and until their
successors shall have been duly elected are:

William J. Clare
290 Valley Dr.
Casper, Wyoming 82601

and

Red Tompkins
420 Douglas Street
Wyoming, WY 68701

and

Don Hausknecht
P.O. Box 3374
Casper, WY 82601

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the consent given in
writing and signed by not less than two-thirds of each class of members.
Upon dissolution of the Association, other than incident to a merger
or consolidation, the assets of the Association shall be dedicated to an
appropriate public agency to be used for purposes similar to those for
which this Association was created. In the event that such dedication is
refused acceptance, such assets shall be granted, conveyed and assigned
to any non-profit corporation, association, trust or other organization to
be devoted to such similar purposes.

ARTICLE IX
DURATION

The corporation shall exist perpetually.

Amendment

Any amendment of these Articles shall require the consent of 75% of
the entire membership.
ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: 1) annexation of additional properties, 2) mergers and consolidations, 3) mortgaging of Common Area, 4) dedication of Common Area, 5) dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Wyoming, we the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this ___ day of __________, 1982.

[Signature]

VERIFICATION

STATE OF WYOMING )
 )ss
COUNTY OF NATRONA )

being first duly sworn upon his oath, and being of lawful age, deposes and states:

That he is one of the persons described herein; that he executed the foregoing Articles of Incorporation; that he has read the same; and that the statements contained therein are true.

[Signature]

SUBSCRIBED AND SWORN TO before me this ___ day of __________, 1982, by

[Signature]

NOTARY PUBLIC
STATE OF WYOMING )
COUNTY OF NATRONA )

being first duly sworn upon his oath and
being of lawful age, deposes and states:

That he is one of the persons described herein as an incorporator;
that he has executed the foregoing Articles of Incorporation; that he has read
the same; and that the statements contained therein are true.

1982, by: 

SUBSCRIBED AND SWORN TO before me this ___ day of _______.

NOTARY PUBLIC

STATE OF WYOMING )
COUNTY OF NATRONA )

being first duly sworn upon his oath and
being of lawful age, deposes and states:

That he is one of the persons described herein as an incorporator;
that he has executed the foregoing Articles of Incorporation; that he has read
the same; and that the statements contained therein are true.

1982, by: 

SUBSCRIBED AND SWORN TO before me this ___ day of _______.

NOTARY PUBLIC
CITY OF CASPER - MIRACLE CENTER ADDITION

SUBDIVISION AGREEMENT

THIS AGREEMENT made and entered into this 5th day of May, 1977, by and between the CITY OF CASPER, a municipal corporation, hereinafter referred to as "City," and T AND M PROPERTIES, a Partnership, and MIRACLE ENTERPRISES, a Wyoming corporation, hereinafter jointly designated as "Owners,"

WITNESSETH:

WHEREAS, Owners own a tract of land which contains 21.84 acres, more or less, their respective ownerships as set forth in Exhibit "A" denoting the lands owned by T and M Properties, and Exhibit "B" the lands owned by Miracle Enterprises, and

WHEREAS, a preliminary plat has been prepared and designated as Exhibit "C" and hereby made a part of this agreement, and

WHEREAS, Owners have entered into an agreement with the Board of Public Utilities to supply said Addition with water and sewer services which shall constitute a part hereof, and

WHEREAS, it is the mutual desire of the parties hereto to have said subdivision incorporated as a part of the City of Casper,

NOW, THEREFORE, the parties agree as follows:

I. OBLIGATIONS OF OWNERS

Upon demand of the City Council, the Owners, at their sole cost and expense, shall do or cause to be done, the following:
1.1 Surveying:

A. Set all subdivision corners and 1/16th corners with 2" brass caps. These caps shall be set in concrete and shall show the number of the corner, elevation of the corner, identifying initial of the surveyor or the company making the survey and the license number of the surveyor making the survey or certifying the survey. 1/16th corners shall be properly marked and verified as to the location, true elevation and referenced if subject to destruction.

B. Block and lot corners, points of tangency (PT's) and points of curves (PC's) of all curves, shall be marked by 1/2" by 18" iron pin or pipe driven flush with the ground surface. Points of intersection (PI's) and points of return (POR's) of all blocks and PT's and PC's of all curves shall be witnessed in the sidewalk by an iron pin after construction. Block and lot corners shall be marked after initial dirt moving work has been done, so that duplicate marking of block and lot corners will not be necessary. Said markers shall be in place for initial inspection by the City Engineer upon the completion of the construction of the sidewalk, curb and gutter.

C. All elevation data for addition and 1/16th corners shall be submitted to the City Engineer in writing immediately after annexation.

1.2 Construction of Sidewalks, Curbs, Gutters and Streets:

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

A. Walsh Drive shall be classified as an arterial street with a 60' right-of-way, 46'0" paving width, two 6'3" curbs and two 0'0" utility easements constructed to an "AP" typical section, 3' subbase, 6" base, 1-1/2" asphalt concrete binder course and 1-1/2" asphalt surface course. The owner shall be responsible for the construction of the full width of Walsh Drive where it abuts said property, however, upon annexation of the land to the west, the City will cooperate with the owner in recapturing 1/2 of the construction costs of Walsh Drive where it abuts the property. Walsh Drive must be constructed prior to or concurrently with the development of Nioce Center Land to the east.
B. To widen that portion of Second Street
that abuts said property to the North so that
the paving width from the centerline of
Second Street to the edge of the gutter
is 30'0" and install 6'3" curbwalk along
that portion of Second Street that abuts
the property.

C. Thelma Street from the intersection of
Gannett Street north to the intersection of
East Second Street shall be classified as a
collector street with a 60' right-of-way
46'0" paving width, standard curb and gutter,
and two 0'6" utility easements, constructed
to an "AP" typical section, 1' subbase,
7" base, 1-1/2" asphalt concrete binder course
and 1-1/2" asphalt surface course.

At the request of owners, no parking will be
allowed along this section of Thelma Street.

D. Gannett Street shall be classified as a minor
residential street with a 50' right-of-way,
36'0" paving width, a 6'3" curbwalk on the
south side, standard curb and gutter on the
north side, and two 0'6" utility easements,
constructed to an "AP" typical section,
3' subbase, 6" base, 1-1/2" asphalt concrete
binder course and 1-1/2" asphalt surface course.

E. Owners shall certify in writing that the
streets, sidewalks, curbs and gutters dedicated
to the public are constructed in accordance
with all City Ordinances and this agreement.
Owners shall maintain the same for a period of
one year from the date of certificate at which
time the City shall accept the construction
thereof in writing and thereafter maintain
said streets.

F. Curbs, gutters, sidewalks, and streets shall
be constructed in accordance with the specifi-
cations set forth in the Standard Plan Details
76-1 through 76-3 inclusive as amended, and
on file in the office of the City Engineer.

1.3 Storm Sewer Requirements:

A. There is attached hereto as Exhibit "C"
(Preliminary Plat) and made a part hereof, a
document which provides, among other things,
for the installation and location of catch-
basins, trunklines, manholes, valley gutters
and other off-site improvements relating to
surface and sub-surface drainage.

B. All storm sewers, trunklines, laterals,
catchbasins, and manholes shall be designed and
installed to the design criteria established
by the City Engineer.

C. The owners shall certify, in writing, that the
storm water system and manholes have been con-
structed in accordance with the specifications
set forth herein and in the office of the City
Engineer. The owners shall maintain the storm
water system and manholes in accordance with
the specifications set forth herein and in the office
of the City Engineer.
sewer system until it has been accepted in writing by the City but not exceeding one year after the date of the certificate of compliance.

1.4 Construction Sequence:

Main waterlines, sewerlines, storm sewers, sidewalks, curbs, gutters and streets shall be constructed in an orderly sequence as the addition is developed and built upon, weather conditions permitting, so that there will be no gaps left in street paving, sidewalks, curbs, gutters and other off-site improvements. Streets shall not be paved until all waterlines, storm sewerlines and property water and sewer services are in place and the ditches properly filled and compacted in accordance with the City requirements.

1.5 Street Signs:

Street signs shall be erected in accordance with Section 35-17(b) of the Code of the City of Casper and Section 2D-40 of the Manual of Uniform Traffic Control Devices for Streets and Highways.

1.6 Underground Utilities and Street Lights:

All public utilities shall be underground. The owners shall install, at their sole cost and expense, one (1) 21,000 and thirteen (13) 7,000 lumen horizontal mercury vapor street lights on metal poles mounted on concrete structures at the locations shown on Exhibit "C".

1.7 Soils Analysis:

The owners shall provide the City with a soils analysis, geological data and soils erosion program. Subdivision lot drainage plans along with individual test borings may be required by the City Engineer prior to the issuance of building permits.

1.8 Public Sites and Open Spaces:

The owners shall, in lieu of a conveyance of 5% of the total land area in its subdivision which is to be classified "R", pay a cash amount equal to 6% of the raw land value of said part of the subdivision so classified. The price of such land shall be established and agreed upon by the City and the subdividers and owner prior to acceptance of the final plat of the subdivision. If the City and owner fail to agree on the value of the land, the value shall be established by three independent appraisers mutually acceptable to the owners and the City.

II.

OBLIGATIONS OF CITY

2.1 City shall furnish water and sewer to said subdivision under such terms and upon such conditions as have been agreed upon by the parties hereto and the Board of Public Utilities including the provision pertaining to same as set forth in that
certain contract relating to water and sewer
shall be entered into on the 24th day of July,
1976, by and between the Board of Public Utilities
of the City of Casper, and the owners, a copy
which is attached hereto and by this reference
made a part hereof.

2.2 Contract between the owners and Board of Public
Utilities is hereby ratified, confirmed, adopted
and approved and made a part of this agreement.

2.3 The City shall zone or cause to be zoned, the
land as follows:

A. Blocks 1 and 2, "R" (Residential), and
Blocks 3 and 4, "BG" (General Business).

provided, however, there shall be a contract in
recordable form as a covenant running with said
lands between the owners and all persons sub-
sequently claiming through or under them and
the City, by which, prior to the granting of a
building permit or permit upon any or all of
the said lands, the owners shall submit a site
plan with street design and internal design-
ation to the City for its approval within
thirty (30) days, failing which, said plan as sub-
mitted shall be deemed approved. The said lands
shall be used for any purpose encompassed by the
presently designated "BG" zoning, excepting that
it shall not have the right nor may it hereafter
claim the right to locate upon said lands or
any thereof, an agency for the sale, servicing
or repairs of automobiles or other vehicles.

2.4 The City shall assume the obligation as to
maintenance and repair of all City streets within
said subdivision upon compliance with the terms of
this agreement by the owners and accept ance of
the same in writing by the City Engineer.

2.5 City shall provide all city services that are
available to all other subdivisions within the City.

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

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

CITY OF CASPER, a municipal corporation

Jack M. Hopkins, Mayor

T.A. D. M. PROPERTIES, a Partnership

By: General Partner

MIRACLE ENTERPRISES, a Wyoming corporation

By: President

Secretary

-5-
ACKNOWLEDGMENTS

STATE OF WYOMING } SS.
COUNTY OF NATRONA } SS.

The foregoing instrument was acknowledged before me by Jack G. Hopkins, this 3rd day of May, 1977.
Witness my hand and official seal.

My commission expires:

STATE OF WYOMING } SS.
COUNTY OF NATRONA } SS.

The foregoing instrument was acknowledged before me by Tim C. Miracle, a General Partner of T and M Properties, a Partnership, this 3rd day of May, 1977.
Witness my hand and official seal.

My commission expires:

STATE OF WYOMING } SS.
COUNTY OF NATRONA } SS.

The foregoing instrument was acknowledged before me by Tim C. Miracle, President of Miracle Enterprises, a Wyoming corporation, this 3rd day of May, 1977.
Witness my hand and official seal.

My commission expires:
EXHIBIT "A"
TO CITY OF CASPER - MIRACLE CENTER ADDITION
SUBDIVISION AGREEMENT

Blocks 3 and 4, of Miracle Center, an addition to the
City of Casper, Natrona County, Wyoming, a subdivision
of portions of the NW/4W/4, Section 12, Township 33
North, Range 79 West, Sixth Principal Meridian, Wyoming.

Lands owned by T and M Properties, a Partnership.
EXHIBIT "B"
TO CITY OF CASPER - MIRACLE CENTER ADDITION
SUBDIVISION AGREEMENT

Blocks 1 and 2, of Miracle Center, an addition to the
City of Casper, Natrona County, Wyoming, a subdivision
of portions of the NW/4NW/4, Section 12, Township 33
North, Range 79 West, Sixth Principal Meridian, Wyoming.

Lands owned by Miracle Enterprises, a Wyoming corporation
WATER AND SEWER CONTRACT

THIS CONTRACT, made and entered into this 28th day of December, 1981, by and between the BOARD OF PUBLIC UTILITIES OF THE CITY OF CASPER, WYOMING ("Board"), and Heritage Homes of Nebraska, Inc., referred to as ("Owner");

WITNESSETH:

WHEREAS, it is the mutual desire of the parties hereto to provide for the construction of proper and adequate water lines and sewer lines to service Heritage ("Addition") to the City of Casper ("City"), the plat of which is to be prepared by the Mayor and Council of the City for approval, conditioned on the execution of this contract, and a separate contract between the City and Owner relating to the construction of certain special improvements in said Addition;

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The Owner shall extend the City's water mains and distribution system from existing mains up to and through the subdivision. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the Board. Water mains and sizes shall be determined by the Board.

All work shall be at the expense of the Owner except that upon final completion and acceptance of the work by the Board, the Board shall reimburse the Owner the costs of water line materials in excess of the materials cost for an 8-inch system. Such excess costs will be determined by the Board based upon its most recent applicable materials cost at the time of contract execution.

At the time the water lines are extended through the Addition, the Owner shall install water service lines and curb boxes, in accordance with Board standards, to serve each lot or building site in the Addition. Curb boxes shall be left near the property line in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage and be wholly responsible for the repair and replacement to the Board's satisfaction of such that are damaged or

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destroyed. If Owner shall fail or refuse to promptly repair or replace such boxes as required, the Board may do so and deduct the cost thereof from the Board's oversizing contribution or, alternatively, charge Owner directly for said cost. Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.

2. Owner shall construct the necessary sewer lines to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the Board. Sewer sizes shall be as determined by the Board. Owner, at its own cost shall install sewer service lines, in accordance with Board specifications, to the property line so as to serve each lot or building site in the Addition.

Owner shall protect manhole covers and rings from damage in the course of constructing the line and shall be solely responsible for repair or replacement to the Board's satisfaction. If Owner fails, refuses or neglects to repair or replace said damaged items, the Board may do so and deduct the cost thereof from the Board's oversizing contribution or, alternatively, charge Owner directly for said cost. Owner shall adjust such manhole rings and covers to finished grade. Owner agrees to protect and save the Board harmless from any loss or claim suffered by other sewer users to their real or personal property and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by Owner, and said obligation shall continue until the sewer line and the system within the Addition is accepted by the Board's representatives, provided, however, that acceptance of part of the system shall not relieve Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said Addition.

At such time as said sewer line is completed by Owner and the cost thereof fully paid and the work is accepted by the Board, the Board shall reimburse the owner the costs of sewer line materials in excess of the material cost of the eight-inch sewer system.
3. In the event water and sewer mains are existing in streets adjacent to the Addition, and the cost of such lines was not borne by the present or previous owners of the Addition, the Owner agrees to pay the then current street lateral charge for each lot prior to connecting to said water and sewer mains. The Board will install water and sewer service lines and curb boxes to connect to existing water and sewer lines at the request of the Owner in accordance with the then prevailing costs and procedures.

4. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water or sewer systems, the then existing water connection charge, sewer connection charge, and water meter charge shall be paid to the Board.

5. The Owner agrees that he shall make necessary provisions so that each building in the Addition shall install the following water saving devices: pressure reducing valve limiting pressure to a maximum of 60 psi, toilets with a maximum flush of 3½ gallons, aerators (which provide for a maximum flow of 1.0 gpm) on all bathroom sinks and water saving shower heads to limit flows to a maximum of 3.0 gpm. Water and sewer service will not be provided to any building not meeting these requirements.

6. All necessary easements up to and through the subdivision shall be obtained by the Owner. Owner promptly shall deliver easements in form acceptable for recording, wherever reasonably required for the purposes of enabling the Board to install, maintain and repair its sewer lines, water lines and fire hydrants.

7. No occupancy of buildings in the Addition will be made until acceptance of the water and sewer system by the Board. Before acceptance will be made the final operational inspection shall be performed and as-built drawings, including location of water and sewer service lines, shall be provided.
8. This entire agreement shall be binding upon the current owner and all heirs, successors in interest, and assigns.

EXECUTED the day and year first above written.

BOARD OF PUBLIC UTILITIES OF CASPER, WYOMING

ATTEST:
By: [Signature]
Secretary

By: [Signature]
President

ADDITION: [Signature]
Owner

By: [Signature]
Owner
CITY OF CASPER - HERITAGE ADDITION
SITE PLAN AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of
October, 1981, by and between the City of Casper, a Municipal
Corporation, hereinafter designated as "City", and Heritage Homes of
Nebraska, Inc., hereinafter designated as "Owner".

WITNESSETH:

WHEREAS, owner is owner of a tract of land which comprises
Lots 1, 2, 3, and 4, Heritage Addition to the City of Casper; and
WHEREAS, the owner proposes to construct four-four unit
residential buildings on the land in question; and
WHEREAS, the Planning Commission and City Council, upon
approval of the final plat of Heritage Addition, required FUD site
plans to be submitted to the Planning Commission and City Council for
approval, prior to the issuance of building permits; and
WHEREAS, the Planning Commission, at their regular meeting of
July 8, 1981, approved said site plan and forwarded to the City
Council with a "do pass" recommendation; and
WHEREAS, the City Council, at their regular meeting of
August 14, 1981, approved said site plan, a copy of which approved
site plan is attached hereto as Exhibit "A".

NOW, THEREFORE, the City and the Owner, for themselves,
their successors, heirs, assigns and devisees, agree as follows:

I. OBLIGATIONS OF OWNER

1.1 Curb cuts shall be constructed at the locations shown
on the site plan.

1.2 All landscaping must be installed in accordance with
the landscaping plan as submitted and approved and must adhere to
the following:

A. Landscape and beautify the areas shown on the site
plan, as approved by the Planning Commission and
City Council.
In the event the City elects to complete improvements which are required, the owner agrees that all costs which the City incurs in completing said improvements shall be paid upon demand therefore by City.

1.6 The owner shall comply with all applicable City Codes and ordinances.

1.7 The waiver of any breach of any of the terms or conditions of this agreement shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full force and effect as to future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

THIS AGREEMENT shall be binding upon and shall inure 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.

CITY OF CASPER
A Municipal Corporation

Jerry W. Combs
Mayor

Calvin L. Chadsey
City Clerk

Rod Tompkins
Heritage Homes of Nebraska, Inc.

ATTEST:
ACKNOWLEDGEMENT

STATE OF WYOMING )
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Jerry V. Combs, Mayor, City of Casper, this 14th day of March, 1981.
Witness My Hand and Official Seal.

\[Signature\]
Shirley J. Schmidt
Notary Public

My Commission Expires:
September 9, 1985

STATE OF WYOMING )
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me by Rod Tompkins, President, Heritage Homes of Nebraska, this 24th day of March, 1981.
Witness My Hand and Official Seal.

\[Signature\]
\[Signature\]
Notary Public

My Commission Expires:
[Signature]
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This declaration made this 31st day of August, 1986, by First Interstate Bank of Casper, N.A., a national banking association with its principal place of business being 104 South Wolcott, Casper, Wyoming, hereinafter referred to as "Declarant", WITNESSETH

WHEREAS, the Declarant is the owner of certain property, in the City of Casper, County of Natrona, State of Wyoming, which is more particularly described as:

Lots 21, 22, 23, and 24, "Heritage Addition" a replat of Lots 11, 12, 13, 14, and 15 of the Heritage Addition to the City of Casper, Natrona County, Wyoming

and

WHEREAS, Declarant desires to place certain restrictions and covenants of record to provide for the maintenance of the improvements constructed on the above-referenced real property, including maintenance of the common party walls between each lot,

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, conveyed and sold subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding upon all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall enure to the benefit of each other thereof.

ARTICLE 1

Definitions.

Section 1 - Owner. "Owner" shall mean and refer to the owner, whether one or more persons or entities, of an ownership interest to any lot which is part of the properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.
Section 2 - Properties. "Properties" shall mean and refer to that certain real estate hereinbefore described and such additions thereto as may hereafter be constructed on said properties.

Section 3 - Lot. "Lot" shall mean and refer to any lot shown upon the recorded subdivision plat of Heritage Addition of the properties described above.

Section 4 - Declarant. "Declarant" shall mean and refer to First Interstate Bank of Casper, W.I., its successors and assigns.

ARTICLE II

Covenant for Maintenance Assessments.

Section 1 - Maintenance and Repair Covenant. The Declarant, as to each lot above described, hereby covenants, and each owner of any lot, by acceptance of the deed therefor, whether or not so expressed in such deed, is deemed to covenant and agree that the maintenance and repair of the improvements located on the above-described lots, constituting four townhouse dwellings, and respective yard areas, shall be the responsibility of each individual lot owner. The owner of each lot, shall maintain and repair the improvements on each lot so as to maintain the overall character and aesthetics of the above-described properties.

Section 2 - Voting Rights for Overall Maintenance. There is hereby established a procedure whereby the owners of the lots described in this declaration can decide among themselves to perform repair and maintenance the overall structures constructed on the above-described lots and the respective yard areas, when deemed by the owners as necessary to maintain the general character and aesthetics of the above-described lots. In the event a proposal is made by one or more owners of the above-described lots to perform major maintenance and repair in the nature of painting, re-roofing, re-sodding, or other improvements to the structures and dwellings constructed on the above-described lots, then each of the lot owners shall be entitled to one vote for each lot owned. A majority vote of the lot owners shall be necessary to bind all of the lot owners to participate in the maintenance and repair.
Section 3 - Assessment of Costs. In the event a majority of the owners of the lots described herein vote to conduct major repair or maintenance to the improvements on the lots described herein, the cost of such maintenance and repair shall be borne by all of the lot owners based on a pro rata allocation of such costs and expenses to the square foot area being maintained or repaired, including paintable surfaces, sodable areas, or the like.

Section 5 - Personal Obligation. The costs and expenses incurred for maintenance and repair by all owners shall be the personal obligation of each person who was the owner of such property at the time the repairs were made. The personal obligation shall not pass to the successor in title unless expressly assumed by them. In the event an owner fails to pay his pro rata share of costs and expenses, each of the other lot owners, who have paid for the costs and expenses shall be entitled to reimbursement from such lot owner for the expenses and costs paid together with any attorney's fees and costs incurred in connection with collecting on delinquent costs and expenses.

ARTICLE III

Party Walls.

Section 1 - General Rules to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the unit shall constitute a party wall, and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2 - Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3 - Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a
larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4 - Weatherproofing. Notwithstanding any other provision under this article, an owner who by his negligence or willful act causes the party wall to be exposed to the element shall bear the whole cost of refinishing the necessary protection against such elements.

Section 5 - Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this article shall be appurtenant to the land and shall pass to such owner successors in title.

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

Declarant

FIRST INTERSTATE BANK OF CASPER,
N.A., a national banking association,

By: ____________________________
Pauline J. Marinich, Vice President

By: ____________________________
Richard A. Jay, Vice President

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

The foregoing instrument was acknowledged before me by

Richard A. Jay, Vice President of First
Interstate Bank of Casper, N.A. this 22nd day of August, 1986.

WITNESS my hand and official seal.

My Commission Expires:

[Signature]
Notary Public