BOARD OF COUNTY COMMISSIONERS - MORNING DEW SUBDIVISION

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of March, 1980, by and between the Board of County Commissioners, Natrona County, Wyoming, hereinafter referred to as "Board", and Group 10, a Partnership, hereinafter designated as "Owner".

WITNESSETH:

WHEREAS, the Owner is the legal owner of all lands which comprise the Morning Dew 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 Commissioners approve said plat under the terms and conditions of the Wyoming 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 subdivision and the development thereof, whereupon the Board will approve the subdivision plans under the provisions of the Wyoming State Statutes.

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.
original outside boundary markers is in a location likely to be obliterated or destroyed, i.e., roadway, alley, etc., it shall be adequately witnessed with at least 200 monuments of equal quality to those required above.

B. Block and lot corners, points of tangency (PI's) and points of curve (PC's) of all curves shall be marked by No. S 1/2 bars with metal caps identifying the corners and driven flush with the ground surface. Points of intersection (PI's) and points of return (POR's) of all blocks and the PI'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 County Engineer and upon completion of the roadway and drainage construction.

1.2 Roadway Classification:

A. Dew Drive shall be classified as a minor residential roadway with a 6'0" right-of-way and 18'0" roadway width, two 6'0" travelways, two 3'0" shoulders at a 5% slope and two 16'0" borrow pits. The roadway shall be graveled and have a minimum of 3% of grading "W", as defined by the Wyoming Highway Department Specifications, 1974 Edition, or as amended in Section 1.2(b) of this agreement.

The County Engineer, County Road and Bridge Superintendent, or Planning Director, based upon a soils test prepared and certified by a soils engineer, may alter the above construction standards.

1.3 Construction of Roadways:

A. All work done on roadways within the subdivision shall conform to the specifications set forth herein, and shall cover the preparation and placing of crushed aggregate base surfacing on roads within the County. Prior to the construction of aggregate base surfacing, soils tests shall be submitted to the County Engineer, County Road and Bridge Superintendent and County Planner for review and written approval.

B. Crushed Base Aggregate:

Gravel used for crushed base surfacing shall be composed of clean, hard, durable, natural stone or aggregate having the following gradations after crushing is completed.

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>% Passing by Weight Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&quot;</td>
<td>95</td>
<td>100</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>70</td>
<td>95</td>
</tr>
<tr>
<td>#4</td>
<td>40</td>
<td>60</td>
</tr>
<tr>
<td>#8</td>
<td>30</td>
<td>50</td>
</tr>
<tr>
<td>#200</td>
<td>3</td>
<td>12</td>
</tr>
</tbody>
</table>

The crushed stone shall have a percentage of wear not more than 50% when tested in accordance with A.A.S.H.O. T-96 (Los Angeles Abrasion Test).
The fraction passing the No. 4 sieve shall have a plasticity index of not greater than 6, as determined by A.A.S.H.O. T-89, T-90 and T-91.

The fraction passing the No. 4 sieve shall be composed of at least 35%, by weight, of particles having at least one fractured face.

There shall be no soft lumps, clay balls, or thin elongated stones, in excess of 3% of the total sample.

C. Placement of Crushed Base:

A crushed base must be applied in accordance with the Natrona County Standards and subject to the written approval of the County Engineer and the Road and Bridge Superintendent.

1.4 Construction Sequence:

All roadways within the subdivision 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 surfacing or other off-site improvements.

1.5 Improvement Services District:

No improvement services district will be established as maintenance of roadways will be the responsibility of each individual lot owner. Said provision shall be so stated as a deed restriction.

1.6 Certification:

The owner shall certify, in writing, that the roadways within the subdivision have been constructed to the specifications set forth in this agreement. The owner shall maintain the same for a period of one year from the date of certification, at which time the County Engineer, County Road and Bridge Superintendent or other designated County official will inspect the construction thereof, for compliance with this agreement and the Natrona County Subdivision Regulations. The County will approve or disapprove said roadway construction, in writing, and so notify the owner. If said roadway construction is disapproved, the County shall notify the owner, in writing, 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.

1.7 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 of optimum.

D. Compaction shall be 95% of A.A.S.H.O. T-99.
E. An approved erosion control plan has been submitted to and approved by the County Engineer or County Planner and is attached hereto as Exhibit "G".

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, in writing, by the County Road and Bridge Superintendent, the County Engineer, and the County Planner.

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 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. Minimum 18" diameter culverts shall be installed at all crossings and approaches and other locations, as required by the County Engineer. Said culverts shall conform to the requirements of A.A.S.H.O. M-64 or A.S.T.M. A-142 for the specified diameter and strength class.

B. The owner shall provide the County Engineer and County Planner with a complete plan or profile of all proposed drainage.

C. 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 County Engineer 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, in writing, and so notify the owner. If said culvert installation is disapproved, the County shall notify the owner, in writing, of the deficiencies. If the deficiencies are not corrected to the satisfaction of the Board within 90 days after said notification, the Board may proceed with legal action for non-performance of this agreement.
1.10 Water Service:

Water Service shall be the responsibility of each individual property owner.

1.11 Sewer Service:

Sewer service shall be the responsibility of each individual property owner, however, the Natrona County Health Department must approve the subdivision for the location of 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 which must be certified by an engineer. Said test results shall be filed and recorded with the contract documents between the owner and the Board, and are attached hereto as Exhibit “C”.

1.12 Utilities:

All utilities shall be underground.

1.13 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 “D” and made a part hereof. The covenants shall conform to the zoning district in which the subdivision is located.

1.14 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 developments. 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. 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 designees may issue an order to proceed to the next phase prior to completion of the previous phase.

1.15 Resubdivision of Lots:

The owner agrees that there will be no further subdi-

vision of lots unless replatted and submitted to the Board for their approval.

1.16 Public Sites and Open Spaces:

The owner shall pay to the County a cash contribution in the amount of $5,000.00 for parks, playgrounds and other similar public purposes. In addition to the cash pay-

ment, the owner does hereby agree to lease to the Board approximately 20,000 square feet adjacent to Micro Road and Hogodon Basin Road, as shown in Exhibit "E", which is attached hereto and by this reference made a part hereof. There shall be no fee for this lease and the lease shall be binding for one calendar year, at which time it will be automatically extended unless the owner notifies the Board, in writing, of his intent to renegotiate said lease.

1.17 Compliance with Applicable State Laws:

The owner agrees to comply with all State laws and rules and regulations promulgated thereunder.

1.18 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 com-

plying with the terms of this agreement. Further, the Board and all persons acting by, through and under the Board from any claims or causes or action whatsoever arising out of the owner's negligence in com-

plying with this agreement. Further, that this hold harmless clause and indemnification shall expire upon completion of the terms of this agreement by the owner.

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]

ATTEST:

[Signatures]

Kenneth Gorden, General Partner
Group 10, a Partnership

320332
STATE OF WYOMING )
COUNTY OF NATRONA ) ss.

The foregoing instrument was acknowledged before me by Nat Fowler, Chairman, and
Commissioner, Board of County Commissioners, Natrona County, Wyoming, this 28th
day of February 1980.

Witness my Hand and Official Seal.

Notary Public

April 1, 1983

JO EVA BENARDI - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Apr. 1, 1983
My Commission Expires:

STATE OF WYOMING )
COUNTY OF NATRONA ) ss.

The foregoing instrument was acknowledged before me by Kenneth Gorder, a
General Partner, Group 10, a Partnership, this 15th day of September 1980.

Witness My Hand and Official Seal.

Nancy M. Anderson
Notary Public

Nov. 10, 1984

320332
EROSION CONTROL CONSERVATION PLAN

Date: September 21, 1981

Name of Applicant: Group 10, a partnership
Business Address: 410 South Poplar Ph. 235-8968
Home Address: Ph.
Subdivision: Morning Dew - Casper Mountain

I, Kenneth D. Gorder, 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 Morning Dew Subdivision, which is located ten (10) miles south 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. 23.2
2. Total acres of land in the subdivision to be exposed through grading for the construction of roadways, utility installations, building sites or development. 1.9 acres
3. The soil classification(s), in accordance with the Unified Soil Classification System. Loam soils with rocks

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). Native grass and sage brush
6. Maximum slope of the exposed areas (cut slope, fill slope, etc.) 1 foot in 3
7. The proposed method of stripping, storing and replacing of top soil. Backhoe area and stockpile till utilities installed, then replace

If special erosion problems exist, check the appropriate: (a) Active sand dunes; (b) Alkaline areas; (c) Benomite 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 erodibility, 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

320332
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 re-vegetation of the exposed areas. The areas shall be hand spread and raked into soil mid-October.

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 uncompactd, 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 1/4 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, slopes have been exposed and require no control.

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). Wind erosion is not a problem with the small areas exposed.

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.
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby declared to the extent such restrictions violate 42 USC 3604(c).

The following procedure is required: hatting, seeding (grass matting) or mulching blankets shall be placed on the protected slope or other exposed areas adjacent and parallel to the flow of water. Each strip or blanket shall be laid flat without overlapping. When these strips or blankets are placed with one row along each side and one row at the ends, the three feet apart in three rows for each strip or blanket. sheets of the matting or blanket shall be stapled to the soil at all joints. The matching shall be spread evenly over the soil. Where the soil is exposed, the hay will be spread evenly over the matting or blanket. The matching shall be stapled to the soil with a light nail or similar method. The matching may be overlapped. The matching shall be placed in place by means of staples driven vertically into the soil. The matching shall be placed in place by means of staples driven vertically into the soil. The matching shall be placed in place by means of staples driven vertically into the soil. The matching shall be placed in place by means of staples driven vertically into the soil.

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EXHIBIT "A"

SEEDING TABLE FOR CRITICAL AREA PLANTING

<table>
<thead>
<tr>
<th>Introduced Grasses:</th>
<th>Drilled Seedings PLS/Acre Dryland 1/</th>
<th>Drilled Seedings PLS/Acre Irrigated 1/</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crested Wheatgrass</td>
<td>12 24</td>
<td></td>
</tr>
<tr>
<td>Garrison Fescue</td>
<td>10 20</td>
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<tr>
<td>Intermediate Wheatgrass</td>
<td>14 23</td>
<td></td>
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<tr>
<td>Kentucky Bluegrass</td>
<td>26 16</td>
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<tr>
<td>Pubescence Wheatgrass</td>
<td>14 23</td>
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<tr>
<td>Reed Canarygrass</td>
<td>6 12</td>
<td></td>
</tr>
<tr>
<td>Smooth Bromegrass</td>
<td>14 23</td>
<td></td>
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<tr>
<td>Tall Fescue</td>
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<td></td>
</tr>
<tr>
<td>Tall Wheatgrass</td>
<td>16 22</td>
<td></td>
</tr>
<tr>
<td>Timothy</td>
<td>3 6</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Native Grasses:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Canada Wildrye</td>
<td>12 24</td>
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</tr>
<tr>
<td>Green Needlegrass</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheep Fescue (Durat)</td>
<td>10 20</td>
<td></td>
</tr>
<tr>
<td>Indian Ryegrass</td>
<td>3 6</td>
<td></td>
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<tr>
<td>Prairie Sandreed</td>
<td>12 24</td>
<td></td>
</tr>
<tr>
<td>Slender Wheatgrass</td>
<td>8 16</td>
<td></td>
</tr>
<tr>
<td>Streambank Wheatgrass</td>
<td>10 20</td>
<td></td>
</tr>
<tr>
<td>Thickspike Wheatgrass</td>
<td>12 24</td>
<td></td>
</tr>
<tr>
<td>Western Wheatgrass</td>
<td>12 24</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Legumes: 2/</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Alfalfa</td>
<td>10 20</td>
<td></td>
</tr>
<tr>
<td>Sweet Clover</td>
<td></td>
<td></td>
</tr>
<tr>
<td>White Clover</td>
<td>3 6</td>
<td></td>
</tr>
</tbody>
</table>

1/ When broadcast seeder is used, the seeding rate will be doubled.
2/ All legumes will be inoculated with appropriate culture.

P.L.S. = Purity of seed (% germination

USDA-SCS-WY January 1979

320332
STATE OF WYOMING } ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by ________________________, this _____ day of __________, 1979.

Subscribed and Sworn to this _____ day of __________, 1979.

Notary Public

STATE OF WYOMING } ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by ________________________, this _____ day of __________, 1979.

Subscribed and Sworn to this _____ day of __________, 1979.

Notary Public
PERCOLATION TEST RESULTS

Date: Nov 19, 1979

Legal Description: Morning Dew Subdivision, Block Lot # and or Address

Observation hole finding: Lot #1; 2½' sandy clay, 2' decomposed granite & granite rock to 6', hard rock at 4½', no ground water.

<table>
<thead>
<tr>
<th>Hole #</th>
<th>Stabilized Rate</th>
<th>Soil Finding &amp; Depth</th>
<th>Time Soaked</th>
<th>Ground Elevation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 min/1&quot;</td>
<td>2' sandy clay, 1' decomposed granite</td>
<td>6 hours</td>
<td>7960'</td>
</tr>
<tr>
<td>2</td>
<td>3 min/1&quot;</td>
<td>2' sandy clay, 1' decomposed granite</td>
<td>6 hours</td>
<td>7985'</td>
</tr>
<tr>
<td>3</td>
<td>2 min/1&quot;</td>
<td>2' sandy clay, 1' decomposed granite</td>
<td>6 hours</td>
<td>7990'</td>
</tr>
<tr>
<td>4</td>
<td>5 min/1&quot;</td>
<td>3' sandy clay &amp; decomposed granite</td>
<td>6 hours</td>
<td>8000'</td>
</tr>
<tr>
<td>5</td>
<td>1 min/1&quot;</td>
<td>2' sandy clay, 1' decomposed granite</td>
<td>6 hours</td>
<td></td>
</tr>
</tbody>
</table>

Test taken by: Burton W. Hull  
Signature:  

These tests were taken in accordance with Natrona County Design Standards and attested to by me on the 19th day of November, 1979.

Gray C. Wangelin, Wyoming Registrar Number 1945, Professional Engineer
**PERCOLATION TEST RESULTS**

**Date:** Nov 19, 1979

**Legal Description:** Morning Dew Subdivision, Block Lot # and or Address

**Observation hole finding:**
- Lot # 6: 2½' sandy clay, 1½' mixture sand & decomposed granite, 1½' decomposed granite & rock to 6', solid rock at 7½', no ground water.
- Lot # 9: 3½' sandy clay, 2½' decomposed granite & granite rock to 6', no ground water, solid rock at 8'.

<table>
<thead>
<tr>
<th>Hole #</th>
<th>Stabilized Rate</th>
<th>Soil Finding &amp; Depth</th>
<th>Time Soaked</th>
<th>Ground Elevation</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>5 min/1&quot;</td>
<td>3' sandy clay &amp; decomposed granite</td>
<td>6 hours</td>
<td>8010'</td>
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<tr>
<td>7</td>
<td>10 min/1&quot;</td>
<td>3' sandy clay</td>
<td>6 hours</td>
<td>7960'</td>
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<tr>
<td>8</td>
<td>20 min/1&quot;</td>
<td>3' sandy clay</td>
<td>6 hours</td>
<td>7970'</td>
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<tr>
<td>9</td>
<td>3 min/1&quot;</td>
<td>3' sandy clay &amp; decomposed granite</td>
<td>6 hours</td>
<td>7960'</td>
</tr>
<tr>
<td>10</td>
<td>3 min/1&quot;</td>
<td>3' sandy clay 6 decomposed granite</td>
<td>6 hours</td>
<td>7990'</td>
</tr>
</tbody>
</table>

**Test taken by:** Burton W. Hull  
**Signature:** Burton W. Hull

These tests were taken in accordance with Natrona County Design Standards and attested to by me on the 15th day of November, 1979.

Gray C. Wangelin, Wyoming Registration Number 1945, Professional Engineer
DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS

The following covenants shall become covenants in
any deed or other legal or equitable conveyance of the lands
described on Exhibit "A" attached hereto.

Said parcel contains 23.2 acres, more or less as
the same have been subdivided by the plat to which these
covenants are attached as an exhibit, and any lot, part or
 parcel thereof, such that the same shall be covenants and
conditions running with the land, to wit:

ARTICLE I

PROTECTIVE COVENANTS

1.1 For the purpose of enforcing all provisions
of these covenants there is hereby appointed an Architectural
Control Committee consisting of the five managing partners
of Group 10, a partnership, their successors, assigns, or
appointees.

These five members shall remain the committee
until all ten sites have been sold or until a minimum five
structures have been reviewed and constructed whichever
happens first. A new committee of five shall then be formed
by the new owners. This committee shall then continue to
enforce all of these covenants for a period of time as per
paragraph 1.8.

1.2 All numbered tracts thereof on the plat to
which this is attached shall be used solely for the con-
struction and occupancy of one single family dwelling and
residence, and not more than one such dwelling shall be
constructed or occupied on each lot excepting such lots as
the undersigned developers divide, prior to or by virtue of
the initial conveyances from the developers. In no event
shall any conveyance purport to subdivide or convey or
retain in a person, corporation, or combination of persons a parcel of less than two (2) acres. Each such dwelling so constructed shall:

(a) Be so situated on a lot so that no portion thereof shall be closer than 50 feet from the roadway boundary, and the same distance from each side boundary provided, however, an exception may be granted by Architectural Control Committee when required by topography or other physical conditions.

(b) Contain adequate provisions for sewage, and, where a community sewer system is not available, an adequate, accepted sewer system must be installed for each lot and it shall comply with the rules, regulations and standards required by the state and local departments of health; and be approved in writing by same.

(c) Be adequately wired for electricity in full compliance with the requirements of the United States Electrical Contractor's Code.

(d) Be completed externally within twelve (12) months after commencement of construction. Expandable designs will be permitted when the complete design, showing all progressive stages of construction, has been approved by Architectural Control Committee. Temporary structures used during construction shall be removed within one (1) year and campers, trailers or mobile homes shall be otherwise not be allowed on any of the lots or tracts.

1.3 Only household pets shall be permissible in the subdivision. When pets are kept, the owner or owners thereof shall provide proper shelter thereof, which shelter shall provide aesthetic harmony with the house and shall be kept repaired and painted at all times, keep the same
contained, and the entire premises shall be kept clean and sanitary at all times. In the event a controversy should arise regarding the keeping of pets and cleanliness and sanitary conditions thereof, the results shall be determined by the Natrona County Health Officer. In addition, the owner of each lot shall not permit the accumulation of weeds, brush, rubbish, junk, junk cars of any kind, unlicensed cars, appliances, etc., or allow or permit said premises, or the animals thereon, to become a nuisance or offensive, or to annoy the other owners within the subdivided area. All garbage containers and propane or butane containers shall be completely enclosed or shielded from view at all times.

1.4 No tents, house trailers or other temporary living quarters, or shed or temporary building of any kind shall be moved on, set up or built on any lot; provided, however, that temporary sheds or shelters erected by building contractors or builders of residence or other permitted building, but in no event for a period longer than one (1) year; provided that the Architectural Control Committee shall have authority to order the removal of said temporary structures whenever in its sole discretion the same have been on the premises an unreasonable length of time.

1.5 No outdoor or unapproved incinerators, except for the burning of papers, shall be constructed, nor shall trash, garbage or rubbish be burned within this subdivision.

1.6 All other improvements built or installed upon any premises within this subdivision, including but not limited to garages, gates, fencus, barns or animal shelters, arbors, summerhouses or other permanent or temporary structures of any kind shall be approved by the Architectural Control Committee prior to construction or installation.
All fences shall be constructed on the boundaries of the lot and shall be of natural wood construction and no higher than six feet.

1.7 There is hereby reserved all lots and parcels of land in said subdivision, an easement and right of way not exceeding ten feet in width, unless otherwise noted on the final plat, for installation of electric, gas, telephone and other utility lines serving all or any portion of this subdivision, which rights and easements may be assigned or conveyed to any recognized utility company.

1.8 The covenants and restrictions, herein contained, are mutual considerations accepted and entered into by and among all purchasers and owners of lots or parcels within this subdivision and shall be covenants running with the land, binding upon the successors of this subdivision and all purchasers and owners of lots and parcels herein, and upon their heirs, personal representatives, successors and assigns for a period of time ending December 1, 1994, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded agreeing to change said covenants in whole or in part.

1.9 Failure of the Architectural Control Committee to act upon a request for approval by an owner within thirty (30) days of its submittal shall be conclusively deemed to constitute an approval of the request. The Architectural Control Committee is authorized to review preliminary plans for prospective purchasers with the full understanding that no preliminary opinion shall be binding on the committee.

1.10 Enforcement may be by any proceedings at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions
and covenants, either to restrain violations or to recover damages, or both.

1.11 Invalidation of any one of these restrictions by judgments or court order shall in no way affect any of the other provisions which shall remain in full force or effect.

ARTICLE II
DESIGN STANDARDS

2.1 General Standards. The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing of any and all improvements and its preparation upon each lot in the Subdivision:

(a) All improvements shall be of new construction. Prebuilt, component of modular construction is prohibited except that it may be permitted by unanimous consent of the Architectural Control Committee when, in the sole and uncontrolled discretion of said committee, it cannot be distinguished from conventional construction. Nothing herein contained shall preclude the construction, on site, of precut houses.

(b) Exterior materials may not consist of cinderblock or concrete unless specific approval is obtained from the Architectural Control Committee, which may withhold approval in its sole, uncontrolled and absolute discretion with respect to said materials. The opinion of the design review committee as to the aesthetics of cinderblock or plain concrete construction shall be final, binding and conclusive and not necessarily subject to any standard. Roofs shall be constructed of materials which are non-reflective. No tar paper roofs shall be permitted.
(c) Exterior finishes and colors shall be non-reflective. No bright, reflective, fluorescent or phosphorous type color shall be permitted. All exposed metals shall have a dull colored finish, or shall be flat color anodized or painted. Nothing herein contained shall prohibit an improvement which is white in color.

2.2 Building Standards. All building designs shall be submitted to the Architectural Control Committee for approval prior to construction. Design drawings shall include a site plan, all floor plans (including proposed future expansion), elevations, and a brief description of materials. The Architectural Control Committee reserves the right to reject any design they feel would be detrimental to the aesthetic beauty of the subdivision. They also reserve the right to require modifications in the plans for same. The designs shall conform to the following standards:

(a) Not more than one (1) single family residence shall be constructed on any lot. Two (2) additional accessory buildings may be constructed on each lot, including one (1) guest house having no more than one-half (1/2) of the square footage of the main residence. The remaining accessory building may not be used as living quarters and may not have a square footage of more than the square footage of the main residence.

(b) The maximum building height of any structure shall not exceed thirty (30) feet from the original existing grade of the building site prior to any disturbance. The main residence shall not exceed two (2) stories in height. The height limitation may not be exceeded at any point of the structure which shall be measured at any cross-section of the structure from said original existing grade to the highest point of
the structure immediately above. Minor projections such as chimneys or other structures not enclosing habitable space, but not including solar collectors, shall not be included in the maximum height.

   (c) Solar collectors shall not be considered as roofs.

   (d) Exposed foundations of concrete or masonry construction shall not have an exposed surface which exceeds a height of eighteen (18) inches above the finished grade.

   (e) Solar collectors may be of any construction, materials or pitch required for efficient operation, but they shall not be constructed of any material which causes objectionable glare to any neighboring residence. Solar collectors shall be integrated into the structure of the residence, garage, carport or accessory building and shall not be free standing or detached.

   (f) Signs: No signs shall be allowed on the Micro Road. Other signs on Dew Road must be approved by the Design Committee. No signs can be installed on any living trees but must be on an approved post.

ARTICLE III
ROAD MAINTENANCE

Micro Road and Hogdon Road are county roadways the maintenance of which shall be the responsibility of the County. Dew Road is a private roadway the maintenance and responsibility for which is, and shall be, equally vested in the owners of Lots 7, 8, 9 and 10 of Morning Dew Subdivision. Each of such owners shall be equally responsible for the costs of maintenance of Dew Road and shall undertake such responsibility by acceptance of ownership of each such lot.
The provisions of Articles II and III shall be subject to enforcement by the Architectural Control Committee, or any affected individual owner in the same manner as provided in paragraph 1.10.

Signed as the owners of MORNING CREST SUBDIVISION this 1 day of FEBRUARY, 1980.

GROUP 10, a partnership

By [Signature]

General Partner

By [Signature]

General Partner

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by [Signature] and [Signature] this 1st day of FEBRUARY, 1980.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires:

May 3, 1981
Exhibit "E"

AREA FOR PARKING
APPROX. SIZE
100' X 200'

AREA TO PLOW & MICRO + HOGADON ROADS
GROUP 10 - 8/18/80