CITY OF CASPER - RUSTIC RIDGE

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of
September, 1979, by and between the City of Casper, a Municipal
Corporation, hereinafter referred to as "City", and Carjo Land
Company, a Wyoming Corporation, hereinafter designated as "Owner".

WITNESSETH:

WHEREAS, the owner is owner of a tract of land which comprises
Lots 1-65, inclusive, Rustic Ridge Addition to the City of Casper, a
copy of a plat which has heretofore been approved by the City of Casper
and which approval is a simultaneous act with the execution of this
agreement; and

WHEREAS, a preliminary plat has been prepared and designated
as Exhibit "A", a storm drainage plan as Exhibit "B", and an erosion
control plan as Exhibit "C", which are on file with the City Planner,
and are hereby made a part of this agreement; and

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:

I.

OBLIGATIONS OF OWNER

Upon demand of the City Council, the owner, at his 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 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.
C. All elevation data for the addition and 1/16th corners shall be submitted to the Engineering Director, in writing, after construction.

1.2 Construction of Sidewalks, Curbs, Gutters and Streets:

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

A. Kingsbury Drive shall be classified as a collector street with a 70' right-of-way, 46'0" paving width, two 6'6" curbs and two 5'9" utility easements, constructed to an "AP" typical section, 3" subbase 6" base, 1½" asphalt concrete binder course and 1½" asphalt surface course. Based upon a soils analysis submitted to the Engineering Director, the Director may alter the above standards.

B. East 21st Street shall be classified as a local street with a 60'0" right-of-way, 36'0" paving width, two 6'6" curbs and two 5'6" utility easements, constructed to an "AP" typical section, 3" subbase, 6" base, 1½" asphalt concrete binder course and 1½" asphalt surface course. Based upon a soils analysis submitted to the Engineering Director, the Director may alter the above standards.

C. An emergency access shall be constructed from Rustic Circle to East 21st Street with a 20' right-of-way, 16'0" paving width, constructed to an "AP" typical section, 3" subbase, 6" base, 1½" asphalt concrete binder course and 1½" asphalt surface course. Based upon a soils analysis submitted to the Engineering Director, the Director may alter the above standards.

D. All other streets within the subdivision shall be classified as private streets with 34'0" rights-of-way, 24'0" paving widths, no curb, gutter and sidewalks, and constructed to an "AP" typical section, 3" subbase, 6" base, 1½" asphalt concrete binder course and 1½" asphalt surface course. Based upon a soils analysis submitted to the Engineering Director, the Director may alter the above standards. In addition, the Engineering Director may approve a full-depth asphalt section.

E. All improvements shall be designed and inspected by a registered engineer, certifying that the improvements, including curb, gutter, sidewalks, if required; street paving, utility systems, including storm sewer; and street lighting, have been properly constructed in accordance with the approved plans and specifications, as shown on the exhibits.
E. The owner shall maintain, repair and replace, if necessary, 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 dedicated to the public.

G. All public streets will be maintained by a home owner's association. If, at some future date, the home owner's association would convey said streets to the City, the home owner's association must agree to from a local assessment district for any improvements to said streets, curb, gutters, sidewalks and storm sewers.

H. Streets, sidewalks, curbs and gutters shall be constructed in accordance with the specifications set forth in the Standard Plan Details, 76-1 through 76-3, inclusive, as amended and on file in the office of the Engineering Director. The owner or his assignee shall maintain adjacent sidewalks and prior to any lot sales the owner shall so advise its purchasers.

1.3 Storm Sewer Requirements:

A. Any and all storm sewer lines, trunklines, laterals, catchbasins and manholes shall be designed and installed in accordance with a drainage plan prepared by the owner and approved by the Engineering Director. Said drainage plan is hereby made a part of this agreement and is designated as Exhibit "B".

B. All public water lines, sanitary sewer lines, manholes, specified in the contract between the Board of Public Utilities and the owner shall be installed in accordance with the design and construction requirements established by the Board of Public Utilities' Engineer.

C. The owner shall certify, in writing, that the storm sewer system has been constructed in accordance with the specifications set forth herein and approved by the Engineering Director. The owner shall maintain the storm sewer until it has been accepted by the City, in writing, not to exceed one year after the date of certificate of compliance.

1.4 Construction Sequence:

Main water lines, sewer lines, 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 water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted in accordance with City requirements.

1.5 Street Signs:

Street signs shall be furnished and erected in accordance with Section 35-17(3) of the Casper City Code and Section 20-40 of the Manual of Uniform Traffic Control Devices for Streets and Highways. Said signs shall be erected prior to the issuance of building permits and shall be reflectorized and shall show the block number.
1.6 Underground Utilities and Street Lights:

All utilities shall be underground.

The owner shall install twenty-one (21) 7,000 lumen horizontal mercury vapor street lights on metal poles mounted on concrete bases at the locations shown on Exhibit "A". Any variation from the above street lighting plan must be approved by the Planning Director. At the option of the City, the owner agrees to install sodium vapor street lights of equal intensity at the locations shown on Exhibit "A".

1.7 Fire Hydrants:

The owner shall install eleven (11) fire hydrants at the locations shown on Exhibit "A".

1.8 Soils Analysis:

The owner shall provide the City with a soils analysis. Subdivision lot drainage plans, along with individual lot test borings may be required by the Engineering Director prior to the issuance of building permits.

1.9 Erosion Control Program:

Prior to approval of the final plat, an erosion control program shall be prepared and submitted to the Engineering Director for his approval. This erosion control program is hereby made a part of this agreement and is designated as Exhibit "C". To insure the implementation of the program, the owner is required to post, with the City, a performance bond, an irrevocable letter of credit, or a cash deposit in the amount of $20,000.00, either of which shall be in favor of the City of Casper. Said bond, irrevocable letter of credit, or cash deposit shall be in full force and effect at the time the final plat is approved by the City Council and shall remain in full force and effect until such time as the Engineering Director is satisfied that there has been substantial compliance with the erosion control program, there has been sufficient construction within the subdivision as to alleviate the need for the bond, or the owner has substituted its successors in interest on the obligation to comply and such substitution has been approved by the Engineering Director. The owner shall not continue to be responsible for a soils erosion control program for a lot upon which construction shall have commenced by parties other than the owner, and shall be released from a proportionate share of the bond for such lot, as long as the owner shall have advised such parties of the continuing obligation for an on-going erosion control program. If required by the Engineering Director, such parties shall post with the City a performance bond, an irrevocable letter of credit or a cash amount equal to $500.00 per lot or $0.05 per square foot, whichever is greater. If the owner fails to implement the erosion control program, as proposed and approved by the Engineering Director, the owner, by this agreement, hereby authorizes the City to use said bond for implementation of the approved erosion control program.

1.10 Retaining Walls:

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

1.11 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, including all-weather roads, complete utility systems, water, sewer and storm sewers, and completion of the detention pond in Pratt Park.

1.12 Covenants:

The owner shall prepare and submit a copy of the covenants for said addition to the Planning Director for his review and approval. Said covenants shall be filed and recorded with the contract documents between the owner and the City and are attached hereto as Exhibit "D".

1.13 Easements:

The owner shall convey to the City an easement, attached hereto as Exhibit "E", for the purpose of laying, constructing, inspecting, operating, maintaining and repairing a storm drainage and utility line across, in and under the lands described in Exhibit "F", attached hereto.

1.14 Compliance with City Ordinances:

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

II.

OBLIGATIONS OF THE CITY

2.1 The City shall zone or cause to be zoned Lots 1-65, inclusive, Rustic Ridge Addition from D-D (Open District) to R-1 (Residential Estate), with the following variances:

A. A variance be granted to permit a 7' side yard on the single family lots, in lieu of the minimum 10' side yard required in the R-1 District (Section 52.3A of Ordinance No. 7-78).

B. A variance be granted to permit the zero lot line concept on the townhouse lots, in lieu of the minimum 10' side yard required in the R-1 District (Section 52.3A of Ordinance No. 7-78).

C. A variance be granted to permit the construction of townhouses in an R-1 District, which is not a permitted use in the R-1 District (Section 40-51 of Ordinance No. 7-78).

D. A variance be granted to permit access to the lots via a private street, in lieu of access via a public street, as required in Section 25-12 (f3) of the Casper City Code.
2.2 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 1st day of September, 1979, 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.

2.3 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.

2.4 The City shall assume the obligation as to the maintenance and repair of all streets within the subdivision upon compliance with the terms of this agreement and acceptance of the same, in writing, by the Engineering Director.

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

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.

CITY OF CASPER
A Municipal Corporation

Calvin L. Chadsey
City Clerk

Oscar Delano
Mayor

OWNERS

RUSTIC RIDGE ADDITION

Joe Mock, President
Carbon Land Company

Secretary

276970
Revised September 13, 1979
June 4, 1979

City Planning Commission
200 N. David
Casper, Wyoming 82601

Planning Commission Members:

Rustic Ridge is located in Section 14, Township 33 North, Range 79 West of the sixth Principal Meridian, Natrona County, Wyoming. The subdivision is bounded on the north by Manor Heights Addition, on the west and south by unplatted Pratt Ranch Lands and on the east by Pratt No. 2 Addition.

The natural drainage of the property is primarily to the north through Manor Heights School Addition. The area is bounded on the north and south by East 18th St. and East 21st St., and on the east and west by Forest Drive and Kingsbury Drive. The area contains approximately 27.5 acres and will develop runoff during a one hundred year storm of approximately 30 cfs and during a ten year storm of approximately 19 cfs.

The drainage through the developed area will drain approximately 21.3 acres with 46 cfs runoff during a one hundred year storm and 29 cfs runoff during a ten year storm. This represents an increase of approximately 53%.

The flow of drainage through Rustic Ridge is primarily to the north to a point on East 18th Street where the runoff turns northwest thru a 30 foot drainage easement, then to a point on Forest Drive turning west in the same 30 foot easement running finally into the detention area to be developed south of East 15th Street between Forest Drive and Bon Avenue. The runoff will be carried by a storm sewer system to a point in the detention area.

Sincerely,

Terry Titus, P.E.
ACKNOWLEDGEMENT

STATE OF WYOMING } ss.
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Jerry A. Delano,
Mayor, City of Casper, this 24th day of September, 1979.
Witness my Hand and Official Seal.

[Signature]
Notary Public

My Commission Expires:

STATE OF WYOMING } ss.
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Joe Muck,
President, Canto Land Company, this 2nd day of December, 1979.
Witness my Hand and Official Seal.

[Signature]
Notary Public

My Commission Expires:

276970
APPLICATION FOR
SOILS EROSION PROGRAM PERMIT

1. JOE MOCK, hereby make an application to the City of Casper, Wyoming, Natrona County, for a permit to remove the natural top soil, inorganic ground cover, trees, and other vegetation and alter the existing contours on the following described parcel of land:

If approved by the Engineer, this soils erosion program shall become a part of the written agreement between the owner and the City of Casper. In addition, the soils erosion program shall become a part of the covenants established by the owner.

The soils erosion program shall contain the following information:

1. Total land area of parcel:
   Acres 70.074
   Number of Lots 54

2. Total land area to be disturbed:
   Acres 30.074
   Number of Lots 53

3. Soils classification, in accordance with unified soils classification system. (If more than one type of soil is present, a map showing distribution is required.)
   H10.A. Crimson Loam, 3.67
   H10.C Crimson Loam, 6.107
   H10.D Crimson Loam, 10.307
   H10.B Shingle Silty Clay Loam, 10.307

4. Beginning date: ______________________
   Estimated completion date: ______________________

276970
5. Types and percentages of vegetation to be removed from the disturbed area: All existing vegetation to be removed during construction and landscaping. Vegetation type: native grass, weeds.


7. Maximum slopes to be created during land disturbance: (maximum allowable 3:1): All grades to be held below 3:1.

8. The proposed method of stripping, storing and replacement of topsoil: * Topsoil removed, stored and replaced on areas to be seeded, sodded or landscaped.

If special erosion problems exist, check the appropriate:

(a) Active sand dunes
(b) Alkali areas
(c) Bentonite areas
(d) Other: ________________

The following minimum procedures is recommended: When stripping topsoil from the designated area, brush, grass, agricultural crops or other suitable material shall be retained as mulch and incorporated into the topsoil. Unless the top soil can be placed directly on the prepared slopes or exposed areas, the top soil shall be stockpiled for future use to cover embankments, cut slopes and other exposed areas. The top soil shall be placed in a uniform manner to a depth commensurate with the quality of top soil available and the area to be covered. Top soil shall be keyed to the underlying material by scarifying along contours to a depth of approximately six inches.

The owner, during the time the exposed area is being re-vegetated or built upon, shall control blowing dust, in accordance with Section 11.

*Topsoil is defined for purposes of the soils erosion program as any soil which will support the historic plant life of the disturbed area.
The proposed methods of reseeding or revegetating disturbed areas (if more than one type of area; i.e., residential, industrial, commercial, park, etc., is being operated on, indicate the methods to be used for each type of area). Areas to be developed residentially, areas not paved will be seeded, sodded, or landscaped.

The following minimum procedures are recommended:

**For Residential Lots** - Areas should be seeded or sodded in conformance with recognized landscaping practice.

**For Large Open Spaces** - 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 definite furrows. The surface shall be left in an uncompacted, workable condition ready for mulching and re-vegetation.

Areas not suitable for scarifying shall be left in a condition satisfactory to the City Engineer, or the Engineer's designee. After the slope or exposed areas have been prepared, the owner shall broadcast commercial fertilizer at a recommended rate based upon soils analysis or forty pounds of available nitrogen and twenty 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 disc or coltor mulching machine.

The area shall then be seeded using a grain drill with a grass seed attachment or special grass drill. Planting the depth shall be one half inch to one and one-fourth 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.

10. Proposed method of maintaining disturbed areas after reseeding or revegetating: All areas requiring maintenance of seeding, sodding and landscaping will be maintained by the association as prescribed in their covenants.

The following procedure is recommended: Once an area is mulched and seeded, all surface disturbance, grazing and vehicular traffic shall be prohibited. In sandy areas, the use of snow fence, for stabilization, may also be required. Replanting, if necessary, shall follow the recommended procedure outlined in Section 9.

11. Proposed method of controlling wind erosion on those areas that are: 1) disturbed at a time when reseeding is not practical; 2) on topsoil or other stockpiles; 3) in street rights-of-way; or 4) any other areas that will remain fallow to facilitate other operations. Methods must also take into account seasonal weather conditions:

Areas disturbed during building construction will be monitored and watered as necessary to control dust.

The following are minimum procedures: During periods when the weather is generally above freezing, disturbed areas will be monitored and watered as often as necessary to control dust. Stockpiles or other small areas may be
adequately covered to control erosion in lieu of watering. Snow fences shall be placed at right angles to the prevailing wind, and spaced at 50 foot intervals. The first fence being located at the windward edge of the disturbed area with additional fences at 50 foot intervals to cover the entire property. The exception being that no fence shall be placed within 75 feet of a roadway.

Proposed method of controlling water erosion on steep slopes or other applicable areas: Steep slopes will be seeded with a hydromulch procedure.

The following procedure is recommended: Matting strips (jute matting) or excelsior blankets shall be placed on the prepared slope or other exposed areas parallel to the flow of water. Each strip or blanket shall be laid flat without stretching. When jute matting strips or excelsior blankets are used to prevent erosion, the surface shall be prepared, seeded and fertilized as specified above. When more than one strip or blanket is required to cover an area, matting shall be overlapped four inches along the edges and ends.

The matting shall be held in place by means of staples and driven vertically into the soil. Staples shall be spaced not more than three feet apart in three rows for each strip or blanket, with one row along each side and one row alternately spaced in the middle. All ends of the matting or blanket shall be stapled.

Matting shall be spread evenly and smoothly and in contact with the soil at all points. The matting shall be pressed into the soil with a light lawn roller or similar method.
13. An "Erosion Control" Bond will be posted with the City, the amount being $500 for each lot to a maximum of $20,000.

14. If the owner fails to initiate and complete the above soils’ erosion control program as prepared and specified by the owner, the owner agrees to pay the City their costs in initiating and completing an erosion control program that is acceptable to the City.

15. The conservation district is available for consultation on erosion control projects on a voluntary basis.

16. Portions of this application may be waived under special conditions by the City Engineer.

[Signature]
OWNER OR AGENT

[Signature]
ADDRESS

APPROVED BY

DISAPPROVED BY

DATE: Aug 15 1979

BOND REVIEWED BY:

TITLE:

AMOUNT:

COMMENTS:

276970
DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES
AND ASSESSMENTS AFFECTING THE REAL PROPERTY KNOWN AS
RUSTIC RIDGE

THIS DECLARATION made by CARJO LAND COMPANY, a Wyo-
ing corporation, hereinafter called the "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of Block 3, Rustic
Ridge, an addition to the City of Casper, a residential area
within the City of Casper, referred to hereafter as RUSTIC
RIDGE, and desires to provide for the preservation of the values
and amenities of Rustic Ridge and to provide for its maintenance
and for the convenience and security of its residents, and to
this end desires to subject Rustic Ridge to the covenants,
restrictions, easements, charges and liens hereinafter set forth,
each and all of which are for the benefit of said property and
for each owner thereof and shall inure to the benefit of and
pass with said property, and each and every parcel thereof,
and shall apply to and bind the successors in interest of any
owner thereof; and

WHEREAS, the Rustic Ridge Homeowners Association, a
Wyoming corporation not for profit, has been organized in order
to implement this Declaration and will accept delegation and
assignment of powers of maintaining and administering the common
property and facilities, and administering and enforcing the
covenants and restrictions and collecting and disbursing the
assessments and charges hereinafter created:

NOW, THEREFORE, the Declarant declares that the real
property in Rustic Ridge, being fifty-three (53) lots in
Block 3, Rustic Ridge Addition to the City of Casper, Natrona
County, Wyoming, shall be held, transferred, sold, conveyed
and occupied subject to the covenants, restrictions, easements,
charges and liens (which may jointly be referred to as "Covenants" hereafter) hereinafter set forth.

ARTICLE I

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

Section 101. A. Association. Rustic Ridge Homeowners Association, and any other successor-owners' association.

Section 102. B. Rustic Ridge Property. All of the property including real property, fixtures and improvements, both common property and the property held by the title holders of the fifty-three (53) lots in Block 3, and the living units in fee.

Section 103. C. Common Expense Items. This term means and includes all expenses for maintenance, repair, operation, management and administration, with respect to all common property and areas of common concern, including but not limited to roadways, gatehouse, drainage and lighting; expenses otherwise declared to be common expenses or areas of common concern by the provisions of this Declaration and the By-Laws of the Association, and all sums lawfully assessed against the general common elements by the Board of Directors of the Association for the mutual benefit of Rustic Ridge and the homeowners.

Section 104. D. Common Property. All of the streets, lights, fencing and similar items of real estate and improvements thereon in, upon and about Rustic Ridge.

Section 105. E. Lot. The lots designated in the recorded plat of Rustic Ridge, or as the same may be subdivided by Declarant.

Section 106. F. Living Unit. A dwelling together with the lot on which situate, including all structural units, elements and members located thereon and conveyed in fee to the owner thereof.

Section 107. G. Homeowner. The person or persons having fee simple legal title to a living unit. If more than one person has such title all such persons are referred to
collectively as "homeowner" and such owners shall exercise their rights as one homeowner through such one of them as they may designate from time to time. With respect to easements of enjoyment, the term homeowner includes a tenant occupying a living unit under a lease or tenancy from the owner of the living unit.

Section 108. H. Costs of Collection. All expenses and charges incurred, including attorney's fees.

ARTICLE II

The property to be covered and to be benefited by and burdened with these covenants shall be all of that real property and improvements designated in the legal description, as contained in these covenants, according to the plat of Rustic Ridge, an addition to the City of Casper, filed for record in the Office of the County Clerk, Natrona County, Wyoming, on the ____ day of September, 1979.

ARTICLE III

Section 301. Declarant has and retains the legal title to the streets and ways and will retain title until the time, not later than December 31, 1984, when Declarant has completed improvements on the common property and is of the opinion that the Association is able to administer and maintain the street, ways and other at which time Declarant will convey the said property to the Association, which streets, ways and other common property shall at all times be held for the benefit of the homeowners, their invitees and guests.

Section 302. Each homeowner, to the extent that a foundation, supporting column, exterior wall, common wall, entrance gate, utility meter, downspout, roof or eave of his living unit may trespass on the streets or on an adjoining lot, shall have an exclusive easement for the maintenance, repair and restoration of such foundation, supporting column, exterior wall, entrance gate, utility meter, downspout, roof or eave, which easement shall be appurtenant to his lot and living unit.

Section 303. The owners of adjoining living units
shall have mutual reciprocal exclusive easements of support in
the foundation and walls on which are located the adjacent walls
and roof supports of such townhouses.

Section 304. The Declarant, while it holds title
to the real property, and thereafter the Association, shall
implement the right of each homeowner to bring to his lot,
underground, from the primary distribution system and across the
streets, service lines for water, electricity, fuel and tele-
phone service and will grant to the public utilities supplying
such service an easement across, through or under the common
property to bring such service underground. Installation of the
service line pursuant to order of the Declarant or Association
shall be sufficient to establish the grant of the easement. Any
further grant or formal legal instrument shall be unnecessary.
The homeowner at his cost shall cause the surface of the common
property to be restored after installation or maintenance of the
service line.

Section 305. Each owner of a lot shall have a non-
exclusive easement of ingress and egress for himself, his guests
and invitees over the private roadways in Rustic Ridge. Declarant
retains for itself until it conveys the same to the Association,
its successors and assigns, all other ownership and interests in
such private road, including for illustration but by no means
limited to, the right from time to time to grant such other
easements and to convey title or lesser interests in such pri-
ivate road as Declarant or its successor the Association may elect.

Section 306. Exclusive and non-exclusive easements
of enjoyment, including easements hereby granted in the private
roadways in Rustic Ridge shall be subject to:

(a) Such reasonable rules and regulations as may
be adopted by the Association for the use and enjoyment
of those portions of the common property over or in
which homeowners have non-exclusive easements of enjoy-
ment, or in or over which owners of two or more living
units share exclusive easements of enjoyment; and
(b) The right of the Association under these covenants to suspend enjoyment rights of any homeowner for any period during which any assessment remains unpaid or for infraction of these covenants or of the Association's published rules and regulations.

(c) The right of the Association after due notice and an affirmative vote by two-thirds (2/3) of the voting power of the Association to transfer or dedicate for public use all or any part of the common property other than those parts over which homeowners have or share exclusive easements or enjoyment; and

(d) The right and power in the Association, after conveyance to it of the private roadway, and after due notice and an affirmative vote by three-fourths (3/4) of the voting power of the Association, to transfer or dedicate the private roadway as a public way.

(e) Any dedication of the private roadway will be subject to acceptance by the governmental unit concerned, which is under no express or implied obligation to accept.

ARTICLE IV

Covenants to Preserve the Character of Rustic Ridge.

Section 401. No living unit or lot shall be used or occupied except by a single family for private residential purposes. No business, profession or other activity conducted for gain shall be carried on within or from any lot, patio home or townhouse.

Section 402. No living unit shall be maintained in an unsightly condition; no noxious or offensive activity shall be carried on upon any lot nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on on any lot or in any living unit. No annoying lights, sounds or odors shall be permitted to emanate from any living unit.

Section 403. Garage doors shall not be kept open
except while persons or objects are in the course of leaving or entering the garage, and all garage doors shall be kept closed except as necessary to permit such access. Each garage door shall be equipped with an automatic garage door opener which shall be maintained in good working order.

Section 404. No ashes, trash, rubbish, garbage or other refuse shall be stored or deposited anywhere outside of any living unit except during refuse collections by the City of Casper.

Section 405. Each homeowner shall maintain the exterior of his living unit in good condition and shall cause it to be repaired as the effects of damage or deterioration become apparent and shall cause it to be repainted periodically and before the surfacing becomes weatherbeaten or worn off.

Section 406. Except as the Association may from time to time grant permission, which permission shall be revocable:

(a) No trucks shall be brought within Rustic Ridge or onto the common property except while making deliveries or performing requested services within Rustic Ridge; no other powered vehicles of any nature shall be brought within or onto the common property except passenger automobiles of homeowners, their guests and invitees and emergency vehicles dispatched to protect the health or safety of Rustic Ridge and its residents;

(b) No wheeled vehicle shall be parked overnight on the streets, except within the garage portion of a living unit or in designated parking places. No camper, motorhome, mobile home, housetrailer, motorcycle or any towed trailer unit shall be parked more than twenty-four consecutive hours at any time within Rustic Ridge except within the garage portion of a living unit;

(c) No vehicle shall be repaired, serviced, rebuilt, dismantled or painted anywhere within Rustic Ridge except within the garage portion of a living unit;
(d) No animals except domesticated birds, fish, and
not more than one dog kept in an enclosed run, and small domestic
animals kept indoors at all times, per living unit; animals of
any kind shall be kept, walked or exercised in the addition in
accordance with rules adopted from time to time by the Asso-
ciation; the Association shall not grant permission and shall
revoke any previously granted permission to keep any dog, cat,
or other animal which barks, howls, or makes other noises or
odors so as to disturb neighbors or the neighborhood to a degree
which in the opinion of the Association is unreasonable;

(a) No electronic or radio transmitter of any kind
shall be operated in Rustic Ridge;

(f) No aerial or antennas for transmission or reception
of radio or television or other electronic signals shall be main-
tained on the exterior or any living unit or lot or in any part
of the common property;

(g) The appearance, color, type of painting or stain
or other exterior condition of a living unit shall not be changed.
All exterior painting shall be done by the Association, either
at the request of the owner or upon its own determination as
specified in these covenants. The owner shall pay the cost of
all labor and material reasonably charged by the Association for
such work.

(h) No additions or changes shall be made to the
exterior of the physical structure of any living unit.

(i) No condition shall be permitted within any living
unit, deck, patio or court which is calculated to be visible from
other living units or the common property and which is inconsistent
with the design integrity of Rustic Ridge; such conditions include
but are not limited to window treatments, drapes, shades and
hangings, and articles situate in decks, walkways, patios or
courts, or visible through a window. For purposes of this Sec-
tion, any condition shall be presumed to have the permission of
the Association until notice from the Association shall not
be deemed or construed to estop or bar the Association from
revoking such permission; any condition for which permission is
so revoked shall be eliminated promptly after said notice has
been given;

(j) No article or material of any type shall be
stored within Rustic Ridge except within a living unit where it
is not visible from the common property or any other living unit;

(k) No signs may be displayed on or from any living
unit.

Section 407. Each homeowner and also the Association
shall have an easement and the right of access to the property
immediately adjoining the living unit of such homeowner, in-
cluding lots and common property, as necessary in order to accom-
plish repainting or other maintenance desired by or required of
the homeowner or which under these covenants the homeowner is
required or the Association authorized to perform.

ARTICLE V

Section 501. Each homeowner by virtue of such owner-
ship shall be a member of the Association. If a lot is owned by
more than one person or entity the membership for such lot shall
be vested in one of such persons or entities as they themselves
determine. In no event shall there be more than one person or
entity who is a member of the Association by virtue of being
owner of any one lot. Each homeowner who is a member shall have
one (1) vote for each lot which qualifies him for membership.
Declarant shall be a member of the Association until December 31,
1984, or such earlier date as Declarant shall surrender its
membership, and so long as it retains membership, Declarant, in
addition to its votes as a homeowner, shall have two (2) votes
for each vote vested in a homeowner.

Section 502. Declarant is hereby empowered to
exercise any of the functions and perform any of the acts for
which the Association is given authority by these covenants if
the Association fails or is unable to perform such functions or
exercise such authority. If Declarant pursuant to this Section per-
forms any functions for which the Association under these covenants
is responsible and obligated to perform, Declarant shall have
like powers of assessment and shall have the same remedies and
means of enforcement as are by these covenants vested in the
Association.

Section 503. Declarant, the Association and the
officers, directors, members and agents of each of them shall
not be liable to any party whatsoever for any act or omission
unless the act or omission is in bad faith and amounts to fraud.

Section 504. The Association shall have the power and
shall, before as well as after conveyance of title to the Asso-
ciation, be responsible and obligated to provide for the care,
operation, management, maintenance, repair and replacement of
the common property and, so long as they remain in private own-

ship of the private roadway; the Association shall have the
further authority to provide services commonly needed by the
homeowners including snow removal, cleaning of streets, driveways,
maintenance of lawn, trees, shrubs and all other landscaping not
within the enclosed area on or about any residence, driveway,
courts and parking areas, additional security services, and any
other similar or dissimilar services which will benefit all the
homeowners generally.

Section 505. The Association may contract with outside
firms for the provision of any of the services which the Asso-
ciation is authorized to provide.

Section 506. The Association shall have the power,
After three (3) months' notice to the homeowner and a determi-
nation by the Board of Directors that exterior maintenance of a living
unit is in the interest of the general welfare of all homeowners,
to provide exterior maintenance of and for any living unit in-
cluding but not limited to painting of exterior building surfaces
and trim, repair and maintenance of doors, walks, landscaping and
other exterior improvements including decks and porches. The
cost of any such exterior maintenance performed by the Association
shall be paid by the owner of the living unit on which the exterior
maintenance is performed within thirty (30) days of assessment
and rendition of statement by the Association and the amount of

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such assessment shall be a lien on the living unit and the lot on which situate and shall be the obligation of the homeowner in all respects as provided for other assessments by the Association. Failure of any homeowner to repaint the exterior building surface and trim of his living unit within five (5) years of its original painting or most recent painting shall create a conclusive presumption that repainting the living unit is required in the interest of the general welfare of all homeowners.

Section 507. In case of any breach of these covenants, the Association may give written notice to the owner of the lot where the breach occurs or which is occupied by the persons causing or responsible for the breach, which notice shall state the nature of the breach and the intent of the Association to invoke this Section unless within a period stated in the notice, not less than five (5) days, the breach is cured and terminated or appropriate measures to cure and terminate are begun and are thereafter continuously prosecuted with diligence. If the breach is not cured and terminated as required by the notice, the Association may cause the breach to be cured and terminated at the expense of the owner or owners so notified. The cost so incurred by the Association shall be paid by the owner or owners responsible for the breach and if not paid within thirty (30) days after the Association has sent such owner notice of the amount due, such amount, plus costs of collection, shall be a lien on the lot and living unit of the persons so notified and shall in all respects be the obligation of the homeowner and enforceable as provided for other assessments by the Association.

Section 508. Declarant has granted, and hereafter while it holds title may, from time to time, and the Association after conveyance to it and while it holds title may from time to time grant easements across, under or over the common property for utilities, sewers or similar or dissimilar purposes which do not unreasonably interfere with exercise of the easements of enjoyment granted by these covenants.

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276970
ARTICLE VI

Section 601. Each homeowner by accept-ance of conveyance of his living unit, whether or not it shall be so expressed in the conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements. Each type of assessment shall be fixed, established and collected from time to time as hereinafter provided. Each such assessment, together with the interest thereon and costs of collection, shall be a charge and a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest and costs of collection, shall also be the personal obligation of the person who was owner of the lot at the time when the assessment fell due. Lots owned by Declarant shall not be subject to assessment unless rents from the lot are being received by Declarant, in which event Declarant shall pay assessments for each such rented lot on a basis equal with owners of other lots.

Section 602. The assessments levied by the Association shall be used exclusively for promoting the health, safety, property values and welfare of the residents of Rustic Ridge, and in particular, for the improvement and maintenance of the common property, and the roads and facilities in which homeowners have easements of enjoyment and for the provision of the services provided by the Association for residents of Rustic Ridge, including but not limited to taxes and insurance on the common property, repairs, replacements and additions, labor, equipment, materials, management, operational expenses and supervision and membership in Rustic Ridge.

Section 603. The repair and maintenance of areas subject to exclusive easements of enjoyment shall be assessed to the homeowner having the exclusive easement or equitably prorated among the homeowners sharing the exclusive easement.

Section 604. Except for repair and maintenance of areas subject to exclusive easements of enjoyment and as otherwise provided for painting, all expenses and current costs of
the Association shall be prorated among the lots in Rustic Ridge and their owners equitably and ratably without distinction as to type or size of living unit. Assessments shall be fixed annually in advance to cover the estimated financial requirements of the Association for the next calendar year. Approximately three (3) months before the beginning of the calendar year, the Association shall give each member notice of the proposed assessments for that calendar year, together with a copy of the budget and itemization of the financial requirements and estimated expenses and all other expenditures of the Association to be made during that calendar year and any amounts necessary to make up for any deficit for a previous period or to create reasonable reserves for contingencies and future repair, replacement and maintenance. The notice shall state a date and hour at least twenty (20) days after the giving of such notice and a place not more than five (5) miles distant from Rustic Ridge at which the directors will meet and each member shall have opportunity to express his views as to the proposed assessments and the budget. After such opportunity has been afforded as stated in the notice, the Board of Directors shall by resolution fix and determine the assessments for such calendar year against each living unit in Rustic Ridge. In case of a failure to adopt a budget or give notice within the time above provided the Association and the Board of Directors shall, nevertheless, proceed as above provided but at a later date and the assessments as fixed by the Board of Directors shall be valid the same as if all procedures had been timely, but the first quarterly installment of the assessment shall not be payable sooner than twenty (20) days after notice of the assessment.

Section 605. Annual assessment shall not exceed five percent (5%) of the actual value of the lot and improvements against which assessed, as last determined by the County Assessor for the purpose of fixing the assessed valuation of the lot and improvements.

Section 606. After due notice and affirmative vote of two-thirds (2/3) of the entire voting power of the Association,
the Association may change the basis of assessment.

Section 607. After due notice to the members and in affirmative vote of two-thirds (2/3) of the entire voting power of the Association and upon the written consent of the owners of at least two-thirds (2/3) of all lots in Rustic Ridge, the Association may levy, in any assessment year, in addition to the annual assessments authorized above, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common property, including the necessary fixtures and personal property related thereto, or purchase of machinery or equipment.

Section 608. Annual assessments shall be payable monthly or otherwise, as may be determined by the Association. The Association shall give each member written notice of each annual and special assessment and of each quarterly installment of annual assessment at least twenty (20) days in advance of the due date. The Association shall furnish on request of any homeowner, a written certificate signed by the Treasurer or other authorized officer of the Association, setting forth the amount of any and all unpaid assessments against the homeowner's lot, which certificate shall set forth the amounts and due dates of any unpaid assessments and shall be conclusive evidence of payment or nonpayment with respect to any person relying on the certificate. Payments shall commence upon the first of the month after completion of residence.

Section 609. Each annual and special assessment (with penalties and costs of collection as hereinafter provided), both prior to and after the assessment thereof in each year, together with the continuing obligation to pay all annual and special assessments assessed in future years, shall, except as provided in Section 610, be and remain a first lien upon the lot and living unit against which assessed, which lien shall be superior to any other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such lot or living.
unit, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instruments, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior. The personal obligation of the homeowner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them which assumption shall not release the predecessor homeowner. If the assessment is not paid within thirty (30) days after the delinquency date, the delinquent homeowner shall pay a penalty from the date of delinquency at the rate of one and one-half percent (1 1/2%) per month until the assessment is paid and the Association may bring an action at law against the homeowner personally obligated to pay the assessment and may bring an action to foreclose the lien against the lot and living unit subject to the assessment and there shall be added to the amount of such assessment all court costs and attorney’s fees incurred by the Association in such actions, and the judgment in any such action shall include penalties as above provided and a reasonable attorney’s fee together with the costs of the action. These remedies are independent of the Association’s power to suspend easements of enjoyment.

Section 510. The lien of any assessment fixed after the recording of a first mortgage shall be subordinate to the lien of that mortgage. If the first mortgage is foreclosed, and the holder of the encumbrance receives a certificate of purchase or a deed from the Sheriff or other public officer, the lien of all unpaid assessments on the foreclosed property shall be suspended until such time as the holder of the encumbrance rents the foreclosed property, or conveys the foreclosed property or executes a contract for the sale of the foreclosed property to a purchaser who goes into possession; in any such event, the encumbered property shall again become subject to a lien as provided in these covenants for installments of assessments thereafter falling due and for all installments thereafter made by the Association.
Section 611. In order to secure the repayment of any
and all sums borrowed by it from time to time, the Association
shall have the right and power to assign and pledge all revenues
received, and to be received, by it under any provision of
these covenants, including, but not limited to, the proceeds of the
annual assessments payable hereunder. The Association shall have
the further power to agree with any lender that the annual assess-
ments shall be levied at a particular rate, or at not less than
a particular rate, subject to the limitations otherwise herein
stated.

Until Rustic Ridge has been fully developed and all
lots sold by developer, it is the plan to construct the same in
four phases, designated as Phase I-A containing Lots numbered
through ___; and Phase I-B containing Lots numbered ___
through ___; and Phase II-A containing Lots numbered ___ through
___; and Phase II-B containing Lots numbered ___ through ___;
all as said stages of development may be from time to time amended
by notice in writing to all property owners. Anything to the con-
trary herein notwithstanding the allocation of cost for maintenance
and the commensurate assessment in each construction phase which
has not, in whole, been sold and conveyed to purchasers, the annual
assessment for the homeowners within said phase shall not be more
than $1,500.00 per year, payable at a time and in the manner herein
provided. The remainder of the cost of maintenance within said
phase shall be borne by the developer.

ARTICLE VII

Section 701. Captions, titles and headings in these
Covenants are for convenience only and do not expand or limit the
meaning of the Section and shall not be taken into account in
construing the Section.

Section 702. If any doubt or question shall arise
concerning the true intent or meaning of any of these covenants
the Board of Directors of the Association shall by resolution
determine the proper construction of the provision in question
and such resolution shall fix and establish the meaning, effect
and application of the provision.

Section 703. These covenants shall run with the land, Rustic Ridge, and shall inure to and be binding on each lot and living unit and upon each person or entity hereafter acquiring ownership or any right, title and interest in any lot and living unit in Rustic Ridge. Easements granted by these covenants shall be appurtenant to the parcels benefited.

Section 704. Each of these covenants is cumulative and independent and is to be construed without reference to any other provision dealing with the same subject matter or imposing similar or dissimilar restrictions. A provision shall be fully enforceable although it may prohibit an act or omission sanctioned or permitted by another provision.

Section 705. Except as these covenants may be amended or terminated in the manner hereinafter set forth, they may not be waived, modified or terminated and no officers or directors of the Association by failure to enforce may waive or impair the effectiveness or enforceability of these covenants. Every person bound by these covenants is deemed to recognize and agree that it is not the intent of these covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that leniency or neglect in their enforcement shall not in any way invalidate these covenants or any part of them, nor operate as an impediment to their subsequent enforcement. No such person shall defend against enforcement on the ground of waiver or estoppel.

Section 706. These covenants are for the benefit of the homeowners, jointly and severally, the Association and the Declarant, and may be enforced by action for damages, suit for injunction, mandatory and prohibitive, and by any other appropriate legal remedy instituted by one or more homeowners, the Association, the Declarant, or any combination of them.

Section 707. Unless sooner terminated as provided in Section 709, the restrictions and other provisions set forth in ARTICLES IV - VI of these covenants shall remain in force until
the year 2020 A.D. and shall be automatically renewed for successive periods of ten more years unless before the year 2020 or before the end of any ten year extension there filed for record with the County Clerk and Recorder of Natrona County an instrument stating that extension is not desired, signed and acknowledged by the owners of at least two-thirds (2/3) of the living units in Rustic Ridge.

Section 708. From time to time any one of the Sections in ARTICLES IV - VII of these covenants may be amended by an instrument signed and acknowledged by the owners of at least two thirds (2/3) of the living units in Rustic Ridge and filed for record with County Clerk and Recorder of Natrona County, Wyoming.

Section 709. Sections 401-711 of these covenants may be terminated at any time, and one or more of such Sections may be amended from time to time by an instrument signed and acknowledged by the owners of at least three-fourths (3/4) of the living units in Rustic Ridge and filed for record with the County Clerk and Recorder of Natrona County, Wyoming.

Section 710. If any of these covenants shall be held invalid or become unenforceable, the other covenants shall in no way be affected or impaired but shall remain in full force and effect.

Section 711. Any notice to a homeowner required or permitted by these covenants shall be sufficiently served in writing adn delivered by mail or otherwise to the living unit owned by that homeowner.

CARIO LAND COMPANY, a Wyoming corporation

STATE OF WYOMING )
) SS.
COUNTY OF NATRONA )

The foregoing Declaration was subscribed and sworn to before me this 11th day of August, 1979, by Joe E. Mock, President of CARJO LAND COMPANY, a Wyoming corporation.

[Signature]
Notary Public

Commission expires: 276970
EASEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby confessed and acknowledged, CARJO LAND COMPANY, a corporation, and the FIRST NATIONAL BANK OF CASPER, WYOMING, Trustee of the Gertrude Arline Pratt Revocable Trust of February 24, 1978, of Natrona County, Wyoming, as Grantors, hereby grant, bargain, sell and convey to the CITY OF CASPER, WYOMING, a municipal corporation, as Grantee, an easement of way for the purpose of laying, constructing, inspecting, operating, maintaining and repairing a storm drainage and utility lines across, in and under the lands described in Exhibit "E," attached hereto and by this reference incorporated herein.

The grant of this easement shall be perpetual so long as said land is used for the aforementioned purposes and if the same be abandoned or ceases to be used for such purposes, then is shall automatically revert to the then owners of the above described real property.

During the term of this easement, Grantors shall not erect or maintain any structure or other improvement which shall inhibit the use of said easement for the stated purposes by the City of Casper. This easement shall be binding upon the lands described, the parties hereto and their respective successors in title interest.

Dated and executed this 1st day of August, 1979.

CARJO LAND COMPANY,
a corporation:

By

President

STATE OF WYOMING SS.

COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this A.M. day of August, 1979, by Joe E. Mock, President of Carjo Land Company, a corporation.

Witness my hand and official seal.

My commission expires:

Notary Public

276970
FIRST NATIONAL BANK OF CASPER, WYOMING, Trustee of the Gertrude Arline Pratt Revocable Trust of February 24, 1976

By [Signature]
Vice President and Trust Officer

STATE OF WYOMING ) SS.
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me this 6th day of September, 1979, by [Signature], Vice President and Trust Officer of the First National Bank of Casper, Wyoming, Trustee of the Gertrude Arline Pratt Revocable Trust of February 24, 1976.

Witness my hand and official seal.

Notary Public

My commission expires:

[Stamp]

Restrictions: The taking or withholding of a fee for any service performed or to be performed, or the taking or withholding of any fee or commission for any purpose, if prohibited by law, is prohibited.

Notary Public in the State of Wyoming

My Commission Expires Aug. 1, 1982

276970
30.00 ft. Wide
Drainage and Utility
Easement
for
Rustic Ridge

A 30 feet wide drainage and utility easement, being 15.0
feet on both sides of the hereinafter described centerline, and

Commencing at a point which marks the northeast one-sixteenth
(NE 1/16) corner of Section 14, Township 33 North, Range 79 West
of the Sixth Principal Meridian, Natrona County, Wyoming;
thence from said corner S.89°51'10"W., 157.0 feet to a point in
the northerly line of Rustic Ridge Addition, said point being
the true Point of Beginning;

Thence from the Point of Beginning, N.0°05'30"W., 313.47
feet along the centerline of said easement to an angle point in
said centerline; thence, N.45°16'30"W., 1093.63 feet along the
centerline of said easement to an angle point in said centerline;
thence S.89°16'02"W., 462.43 feet along the centerline of said
easement to a point of intersection with the easterly line of
Pratt Park, a previously platted addition to the City of Casper.
Said easement contains 1.226 acres, more or less.

Exhibit "F"
WATER AND SEWER CONTRACT

THIS CONTRACT, made and entered into this 6th day of

September, 1979, by and between the BOARD OF PUBLIC UTILITIES
OF THE CITY OF CASPER, WYOMING ("Board"), and CARDO LAND
COMPANY, a Wyoming corporation, 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 Rustic Ridge ("Addition") to

the City of Casper ("City"), the plat of which is to be presented

to 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 sub-

division. All work shall be in accordance with plans and speci-
fications 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. As an alternative, the

Owner may request the Board to make such installations in accord-
ance with the then prevailing costs and procedures. 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 satis-
faction of such that are damaged or destroyed and that if
Owner shall fail or refuse to promptly repair or replace such
boxes as required, the Board may do so and charge the Owner for
such costs. Owner shall adjust said valve and curb boxes to
finished street and, where applicable, sidewalk grade, respect-
ively, 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. All necessary easements shall be obtained by
the Owner.

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 street 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

-2-
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. 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.

4. Where written request therefor is made by the Board, owner promptly shall deliver easements in form acceptable for recording, wherever reasonably required within said Addition for the purposes of enabling the Board to install, maintain and repair its sewer lines, water lines and fire hydrants.

5. 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 lines, shall be provided.

EXECUTED the day and year first above written.

ATTEST:

Board of Public Utilities of Casper, Wyoming

By

President

Carl Land Company,
a Wyoming Corporation

By

President

276970
AMENDMENT
TO
DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND
ASSESSMENTS AFFECTING THE REAL PROPERTY KNOWN AS
RUSTIC RIDGE

THIS AMENDMENT made by Rustic Ridge Homeowners Association,
a Wyoming corporation.

Section 610, page 14, is amended to read as follows:
The lien of any assessment fixed after
the recording of a first mortgage shall be subordinate to the
lien of that mortgage. If the first mortgage is foreclosed, and
the holder of the encumbrance receives a certificate of purchase
or a deed from the Sheriff or other public officer, the lien of
all unpaid assessments on the foreclosed property shall be extin-
guished at any time lender acquires title through foreclosure.

STATE OF WYOMING } SS.
COUNTY OF NATRONA }

The foregoing Amendment was subscribed and sworn to before
me this: __ day of __, 1992, by James L. Cunningham,
President of Rustic Ridge Homeowners Association, a Wyoming Corporation.
Witness my hand and official seal.

[Signature]
AMENDMENT
TO
DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND
ASSESSMENTS AFFECTING THE REAL PROPERTY KNOWN AS
RUSTIC RIDGE

THIS AMENDMENT made by Rustic Ridge Homeowners Association,
a Wyoming corporation.

Section 611, page 15, paragraph 2, is amended to read as follows:

until Rustic Ridge has been fully developed and all lots
sold by developer, it is the plan to construct the same in four phases,
designated as Phase I containing Lots numbered 1 through 10 inclusive,
32 through 34 inclusive and Lot 28; and Phase I-B containing Lots
numbered 11, 35 through 38 inclusive; and Phase II-A containing Lots
numbered 39 through 43; and Phase II-B containing Lots numbered 12
through 27 inclusive, 29 through 31 inclusive, 44 through 50 inclusive;
all as said stages of development may be from time to time amended by
notice in writing to all property owners. Anything to the contrary
herein notwithstanding the allocation of cost for maintenance and
the
comparative assessment in each construction phase which has not, in
whole, been sold and conveyed to purchasers, the annual assessment for
the Homeowners within said phase shall be not more than $1,500.00 per
year, payable at a time and in the manner herein provided. The remainder
of the cost of maintenance within said phase shall be borne by the

developer

RUSTIC RIDGE HOMEOWNERS ASSOCIATION
a Wyoming Corporation

By: James L. Cunningham

Secretary

STATE OF WYOMING )
SS.
COUNTY OF NATRONA

The foregoing Amendment as subscribed and sworn to before
me this 22nd day of October, 1984, by James L. Cunningham, President
of Rustic Ridge Homeowners Association, a Wyoming Corporation.
Witness my hand and official seal.

[Signature]