CITY OF CASPER - TRI-VIEW ADDITION

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of March, 1981, by and between the City of Casper, a Municipal Corporation, hereinafter referred to as "City", and Karen K. Johnson, an Individual, hereinafter designated as "Owner".

WITNESSETH:

WHEREAS, owner is owner of a tract of land which comprises all lands in the Tri-View 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 City and the Owner, for itself, its successors, heirs, assigns and devisees, 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:

II. Surveying:

A. All subdivision corners and 1/16th corners shall be marked with 2" brass caps. These caps shall be set in concrete and shall show the number of the corner, elevation of the corner, identifying data from 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.

B. Block and lot corners, points of tangency (P1's) and points of curve (PC's) of all curves shall be marked by 1½" by 18" iron pin or pipe driven flush with the ground surface. Points of intersection (PI's)
of all blocks and the PT's and PC's of all curves shall be witnessed in the sidewalk by an iron pin after construction. Block and lot corners shall be marked after initial dirt moving work has been completed so that duplicate marking of block and lot corners will not be necessary. Said markers shall be in place for final inspection by the Engineering Director upon completion of the sidewalk, curb and gutter.

C. A record of all elevation data for the addition and 1/16th corners shall be submitted to the Engineering Director.

1.2 Construction of Sidewalks, Curb, Gutters and Streets:

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

A. Buffalo Drive is constructed, however, the owner will be required to construct on 10'0" parkway, one 5'0" sidewalk and one 1'0" utility easement along the north side of Buffalo Drive. All construction must be to City standards. No parking will be permitted on either side of Buffalo Drive, between the intersection of Buffalo and Outer Drive and the west property line of said subdivision.

B. One single curb cut will be permitted where the private roadway intersects Buffalo Drive.

C. The existing approach from Outer Drive to the subdivision, approximately 100 feet north of the intersection with Buffalo Drive, must be relinquished and not used as access to this subdivision.

D. Said roadway improvements shall not begin until the plans and specifications for such improvements have been approved and so stamped by the Engineering Director.

E. All improvements shall be designed and inspected by a registered engineer. Upon completion of the improvements, including curb, gutter, sidewalks, hard surfacing, utility systems, storm sewer, street lighting, etc., the owner shall certify, in writing, to the City that said improvements have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be approved, in writing, by the Engineering Director accepting said improvements.

F. The owner shall maintain, repair and replace, if necessary, the improvements for a period of one year from the date the certification is approved, at which time the City shall accept the construction thereof, in writing, and thereafter maintain said street dedicated to the public. In the event the owner fails to maintain, repair or replace said improvements, the City may, at its option, maintain, repair or replace the same and the owner agrees to pay for any cost incurred thereby. Maintenance, repair or replacement by the City does not relieve
of all blocks and the PT’s and PC’s of all curves shall be witnessed in the sidewalk by an iron pin after construction. Block and lot corners shall be marked after initial dirt moving work has been completed so that duplicate marking of block and lot corners will not be necessary. Said markers shall be in place for final inspection by the Engineering Director upon completion of the sidewalk, curb and gutter.

C. A record of all elevation data for the addition and 1/16th corners shall be submitted to the Engineering Director.

1.2 Construction of Sidewalks, Curbs, Gutters and Streets:

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

A. Buffalo Drive is constructed; however, the owner will be required to construct one 10’0” parkway, one 5’0” sidewalk and one 1’0” utility easement along the north side of Buffalo Drive. All construction must be to City standards. No parking will be permitted on either side of Buffalo Drive, between the intersection of Buffalo and Outer Drive and the west property line of said subdivision.

B. One single curb cut will be permitted where the private roadway intersects Buffalo Drive.

C. The existing approach from Outer Drive to the subdivision, approximately 100 feet north of the intersection with Buffalo Drive, must be relinquished and not used as access to this subdivision.

D. Said roadway improvements shall not begin until the plans and specifications for such improvements have been approved and so stamped by the Engineering Director.

E. All improvements shall be designed and inspected by a registered engineer. Upon completion of the improvements, including curb, gutter, sidewalks, hard surfacing, utility systems, storm sewer, street lighting, etc., the owner shall certify, in writing, to the City that said improvements have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be approved, in writing, by the Engineering Director accepting said improvements. The City reserves the right to accept all or part of said improvements at any one time.

F. The owner shall maintain, repair and replace, if necessary, the improvements for a period of one year from the date the certification is approved, at which time the City shall accept the construction thereof, in writing, and thereafter maintain said street dedicated to the public. In the event the owner fails to maintain, repair or replace said improvements, the City may, at its option, maintain, repair or replace the same and the owner agrees to pay for any cost incurred thereby. Maintenance, repair or replacement by the City does not relieve...
6. Street, 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 as on file in the office of the Engineering Director. The owner or his assignee shall submit all plans, sidewalks and prior to any lot sales, the owner shall advise the purchaser.

1.3 Storm Sewer Requirements:

A. Any and all storm sewer lines, trunklines, laterals, catchbasins, manholes and detention areas 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 attached hereto as Exhibit "H", and is hereby made a part of this agreement.

B. The location of the detention pond shall be shown and identified as such on the final plat. The design of said detention pond shall be submitted to and approved by the Planning and Engineering Directors prior to the final plat being approved by the City Council. Prior to the issuance of building permits, said design must be approved by the State Engineer.

C. The owner shall certify that the storm sewer system and all drainage facilities have been constructed in accordance with the specifications set forth herein and approved by the Engineering Director. The owner shall maintain the storm sewer system accept by the City, in writing, not to exceed one year after the date of the 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, so that there will be no gaps left in street paving, sidewalks, curbs, gutters and other on-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:

No building permits will be issued prior to the installation of street signs. Street signs shall be reflectorized, shall show the block number, shall be in accordance with the approved Engineering Department plan, and the location and style of sign must be approved by the Engineer.

---
1.6 **Underground Utilities and Street Lights:**

All utilities shall be underground.

The owner shall install one (1) 12,000 lumen horizontal sodium vapor streetlight on a metal pole mounted on a concrete base at the location shown on Exhibit "A".

1.7 **Fire Hydrants:**

The owner shall install one (1) fire hydrant at the location shown on Exhibit "A".

1.8 **Soils Analysis:**

The owner shall provide the city with a soils analysis, geologic hazard data, and subdivision lot drainage plan. Individual lot test borings shall 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 ensure the implementation of the program, the owner is required to post, with the City, a performance bond, in irrevocable letter of credit or a cash deposit in the amount of $6,664.68, 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 construction of the private roadway, sidewalk along Buffalo Drive, street light, fire hydrant, detention pond, drainage facilities and water and sewer systems.

1.12 Public Sites and Open Spaces:

In order to comply with Section 35-15(f) of the Casper City Code, the owner agrees to pay to the City a cash amount equal to 6% of the raw land value of the total land area of the subdivision. For the purposes of satisfying this section of the Subdivision Regulations, the raw land value has been determined to be $28,500.00, which will require a cash payment in the amount of $1,710.00.

1.13 Property Owners' Association:

The owner must provide the City with a copy of the property owners' association agreement pertaining to maintenance of the private roadway, the drainage area and the detention pond areas. A copy of said agreement is attached hereto as Exhibit "D" and is hereby made a part of this agreement.

1.14 Site Plan Approval:

Site plan approval is required for all lots within said subdivision, prior to the issuance of building permits.

1.15 Failure to Perform:

In the event the owner fails to do or cause to be done any of the requirements set forth herein in an expeditious manner and within a reasonable time, the City may, at its option, have the right to do any or all of the following, in addition to any other remedy it may have:

A. Refuse to issue any building or occupancy permits;

B. Complete any required improvements by itself or by contracting with a third party to do the same;

C. Demand and enforce specific performance of the terms and conditions contained in this contract.

In the event the City elects to complete improvements which are required, the owner agrees that all costs which the City incurs in completing said improvements shall be paid upon demand therefore by the City. Owner further agrees that it will pay to the City all court costs and litigation expenses including attorney's fees in the event the City brings suit to enforce the provisions of this agreement, including any suit to recover costs or expenses incurred in completing the improvements.

1.16 Compliance with City Ordinances:

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

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

II.

OBLIGATIONS OF CITY

2.1 The City shall zone or cause to be zoned all lands in the Tri-View Addition R-4 (High Density Residential), however, development within said subdivision shall be restricted to professional offices until such time as sewer service is available to the subdivision.

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 11th day of December, 1981, by and between the Board of Public Utilities, Casper, Wyoming, and the owners, a copy of said agreement which is attached hereto and by this reference made a part hereof.

2.3 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 inure to the benefit of all parties hereto, their successors and assigns.
STATE OF WYOMING

COUNTY OF WYOMING

The foregoing instrument was acknowledged before me by James K. Sindison, Mayor, City of Casper, this 10th day of March, 1981.

Witness My Hand and Official Seal.

[Signature]

Notary Public

My Commission Expires:

STATE OF WYOMING

COUNTY OF WYOMING

The foregoing instrument was acknowledged before me by Karen K. Johnson, as owner of Tri-View Addition, this 10th day of January, 1981.

Witness My Hand and Official Seal.

[Signature]

Notary Public

My Commission Expires:
TRI-VIEW ADDITION

BEING PART OF THE EAST HALF OF SEC. 19
TOWNSHIP 33 NORTH, RANGE 79 WEST
OF THE 6th PRINCIPAL MERIDIAN, NATCHEZ
COUNTY, WYOMING

Exhibit "B"
APPLICATION FOR
SCILS EROSION PROGRAM PERMIT

I, THOMAS P. MEDILL, JR., 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:

PART OF E 1/4 OF SECTION 19, T33N, R79W

(SEE PRELIMINARY PLAT)

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 3.06 ACRES
   Number of Lots 2

2. Total land area to be disturbed:
   Acres 2.1 ACRES
   Number of Lots 2

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.)
   H 30 C. C. CRIMSON LOAM

4. Beginning date: SPRING '81
   Estimated completion date: SPRING '82
5. Types and percentages of vegetation to be removed from the disturbed area:

80% ~ SAGEBRUSH
20% ~ PRAIRIE GRASSES


7. Maximum slopes to be created during land disturbance, (maximum allowable 3:1): 3:1

8. The proposed method of stripping, storing and replacement of topsoil, *generally as below*

If special erosion problems exist, check the appropriate:

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

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

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 colter 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:

GENERAL AS BELOW

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. Reseeding, 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:

GENERAL AS BELOW

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. During winter weather periods, 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.

12. Proposed method of controlling water erosion on steep slopes or other applicable areas:

**Generally As Below**

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.
DECLARATION OF RESTRICTIVE COVENANTS OF TRI-VIEW ADDITION

Karen K. Johnson, developer of Tri-View Addition, an owner in fee simple of the same does hereby make the following declaration of covenants to assure the reconstruction, maintenance, and snow removal unobstructed use of the 60-foot access and utility easement on the Tri-View Addition by creating Tri-View Property Owners' Association with the authority and duty to do the same.

"Association" shall mean the Tri-View Property Owners' Association.

"Owners" shall refer to the owner or owners collectively of fee simple title to each one of the Lots One through Three (1-3) of Tri-View Addition. "Lots" shall refer to the tract or lot and its associated number designated on the plat, Tri-View Addition to the City of Casper. Each owner of a lot shall be a member of the Association. Members shall be entitled to vote one for each lot, the majority of votes cast shall act for the members. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if the consent is in writing setting forth the action so taken, and shall be signed by all members authorized to vote on the matter. After due notice, a meeting may be held of the members at a formal meeting, and in that event the majority members shall bind the Association within and for the above purposes.

The members shall set out in writing By-Laws to govern the operation of the Association.

The Tri-View Association shall have the power and authority to levy assessments to assure that the reconstruction, maintenance, and snow removal on the 60-foot access and utility easement are kept in first rate condition. Each and every member of the Association shall have the right to enjoin or solicit the aid of the City Police of Casper to assure that the 60-foot access and utility easement will remain unobstructed, open at all times for the moving of traffic, and that parking shall be prohibited within the easement.

In the event of failure of property owner or owners to pay the assessment for the reconstruction, maintenance, and snow removal of the 60-foot access and utility easement, the said assessment shall become a lien against the delinquent owner and his lot and the Association may proceed to obtain payment either personally against the delinquent owner of the lot or by foreclosing its lien as, in the lot according to law. Said assessed lien shall be inferior to any real estate mortgage.
13. An "Erosion Control" bond will be posted with the City, the amount being $500 for each lot or $.05 (5¢) per square foot, whichever is greater, to a maximum of $20,000.00.

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 OF AGENT

ADDRESS

APPROVED BY

DISAPPROVED BY

DATE

BOND REVIEWED BY:

TITLE:

AMOUNT:

COMMENTS:
Witness the hand of Karen K. Johnson, Developer.

STATE OF WYOMING
SS.
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this 17th

Carol Jean Oake
Notary Public

My Commission Expires: March 13, 1984
THIS CONTRACT, made and entered into this __th day
of ________, 19__ by and between the BOARD OF PUBLIC
UTILITIES OF THE CITY OF CASPER, WYOMING ("Board"), and
KAREN J. JOHNSON, 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 ____ TRI-VIEW ____ ("Addition")
to the City of Casper ("City"), the plat of which is to be pre-
sent to the Mayor and Council of the City for approval, condi-
tioned 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 specifica-
tions to be prepared by the Owner's engineer and approved by the
Board. Water mains and sizes shall be determined by the Board.

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

At the time the water lines are extended through the
Addition, the Owner shall install water service lines and curb boxes,
in accordance with Board standards, to serve each lot or building
site in the Addition. Curb boxes shall be left near the property
line in front of each lot and the Owner shall protect, during the
subsequent course of developing the Addition, valve boxes and curb
boxes from damage and be wholly responsible for the repair and
replacement to the Board's satisfaction of such that are damaged or
destroyed. If Owner shall fail or refuse to properly repair or replace such boxes as required, the Board may do so and deduct the cost thereof from the Board’s oversizing contribution or, alternatively, charge Owner directly for said cost. Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.

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

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

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

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

5. The Owner agrees that he shall make necessary provisions so that each building in the Addition shall install the following water saving devices: pressure reducing valve limiting pressure to a maximum of 50 psi, toilets with a maximum flush of 3½ gallons, aerators (which provide for a maximum flow of 4 gpm) on all sinks and lavatories, and water saving shower heads to limit flows to a maximum of 3½ gpm. Water and sewer service will not be provided to any building not meeting these requirements.

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

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

EXECUTED the day and year first above written.

BOARD OF PUBLIC UTILITIES OF CASPER, WYOMING

ATTEST:
By: [Signature]
Secretary

By: [Signature]
President

ADDITION TRI-VIEW

ATTEST:
By: [Signature]
Owner
EXHIBIT D

MASTER DEED AND DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS MASTER DEED AND DECLARATION, made on the date hereinafter set forth by Finn and Elizabeth McCarthy, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Casper, County of Natrona, State of Wyoming, which is more particularly described as: See Exhibit "A" attached.

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

ARTICLE I. DEFINITIONS

Section No. 1. "Association" shall mean and refer to SWEETBRIER TOWNHOUSE ASSOCIATION, its successors and assigns.

Section No. 2. Common Area. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: See Exhibit "B".

(a) The undivided interest in the Common Area which shall be conveyed to each unit is as follows:

<table>
<thead>
<tr>
<th>Unit Number</th>
<th>Percentage of Undivided Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1/12th</td>
</tr>
<tr>
<td>2</td>
<td>1/12th</td>
</tr>
<tr>
<td>3</td>
<td>1/12th</td>
</tr>
<tr>
<td>4</td>
<td>1/12th</td>
</tr>
<tr>
<td>5</td>
<td>1/12th</td>
</tr>
<tr>
<td>6</td>
<td>1/12th</td>
</tr>
<tr>
<td>19</td>
<td>1/12th</td>
</tr>
<tr>
<td>20</td>
<td>1/12th</td>
</tr>
<tr>
<td>21</td>
<td>1/12th</td>
</tr>
<tr>
<td>22</td>
<td>1/12th</td>
</tr>
<tr>
<td>23</td>
<td>1/12th</td>
</tr>
<tr>
<td>24</td>
<td>1/12th</td>
</tr>
</tbody>
</table>

The above undivided interests are to be conveyed with the respective units and cannot be changed and the Declarant, its successors and assigns agree that fee title of the units and the undivided interest in the Common Area shall not be separately conveyed.

Section No. 3. Common Expenses. "Common Expenses" shall mean and refer to the actual and estimated expenses of operation the Association including reserves as may be found to be necessary.
the Board of Directors of the Association pursuant to this
Declaration, the bylaws and the articles of incorporation.

Section No. 4, Declarant. "Declarant" shall mean and refer
to Finn McCarthy or Elizabeth McCarthy, their successors and
assigns. If such successors and assigns should acquire more than
one undeveloped unit from the Declarant for the purpose of
development.

Section No. 5, Eligible Holder. "Eligible Holder" shall mean
a holder of a first mortgage on a unit who has requested notice
from the Association.

Section No. 6, Eligible Insurer or Guarantor. "Eligible
Insurer or Guarantor" shall mean an insurer or governmental
guarantor of a first mortgage who has requested notice from the
Association.

Section No. 7, Member. "Member" shall mean and refer to a
person or entity entitled to membership in the Association.

Section No. 8, Owner. "Owner" shall mean and refer to the
record owner, whether one or more persons or entities, of an
ownership interest to any unit which is a part of the properties,
including contract sellers, but excluding those having such
interest merely as security for the performance of an obligation.

Section No. 9, Properties. "Properties" shall mean and refer
to the real property described in this declaration and any
additions as may be brought into the jurisdiction of the
Association and which are divided into the following fee simple
estates:

(a) The 12 separately designated and legally described
fee simple estates consisting of the space and area of designated
Unit deeded to each Owner.

(b) The fee simple estate consisting of the remaining
portion of the real property referred to as the Common Area. For
the purposes of this declaration the ownership of each Unit shall
include the respective undivided interest in the Common Area.

(c) The Declarant has not conveyed any part of any
platted street and reserves the power to grant easements for all
utilities and drainage across, over and under all the properties
described in this declaration and any additions brought into the
jurisdiction of the Association for ingress, egress, replacing,
repairing and maintaining all utilities and drainage for itself,
its agents, employees and assigns. No structures including walls,
fences, paving or planting shall be erected upon any part of the
properties which will interfere with the right of ingress and
egress.

Section No. 10, Restricted Common Area. "Restricted Common
Area" shall mean any portion of the Common Area set aside
and allocated for the restricted use of any respective units as shown
on Exhibit "B" attached.

Section No. 11, Unit. "Unit" shall mean and refer to any
unit shown upon Exhibit "A" (being a schematic drawing of the
units) which is attached hereto and by reference incorporated
herein.

ARTICLE II. PROPERTY RIGHTS

Section No. 1, Owners' Easement of Enjoyment. Every Owner
shall have a right and easement of enjoyment in and to the
Common Area which shall be appurtenant to and shall pass with the title
to every Unit, subject to the following provisions:
(a) the right of the Association's Board of Directors to make and enforce reasonable rules and regulations consistent with this Declaration and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to impose monetary fines which shall constitute a lien upon the owner's unit and to suspend voting rights and the right to use recreational facilities by an owner for any period during which an assessment against the unit remains unpaid. In addition, the Board of Directors of the Association shall have the power to seek relief in any Court for violations or to abate unreasonable disturbances;

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

Section No. 2. Owners' Restriction on Property Rights. Each owner shall have the following restrictions on property rights:

(a) The Common Area shall remain undivided and no owner shall bring any action for partition of the Common Area.

(b) The units shall be occupied and used by the respective owners, only as a private dwelling for the owner, his family, tenants and contract purchasers.

Section No. 3. Ingress and Egress to Units. The owner of each unit, his successor and assigns, shall have the unrestricted right of ingress and egress to the owned unit.

Section No. 4. Easements for Encroachments. If any portion of the Common Area encroaches on any unit or any unit encroaches on the Common Area or any unit encroaches upon another unit as a result of construction, reconstruction or repair, a valid easement for the encroachment and maintenance of the same shall exist as long as the encroachment exists.

Section No. 5. Delegation of Use. Any owner may delegate, in accordance with the bylaws, his right of use to the Common facilities to the members of his family, lessees, or contract purchasers who reside on the property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

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

Section No. 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they determine, but in no case shall more than one vote be cast with respect to any unit. The Owners shall advise the Secretary of the Association who is to exercise the vote of the unit. In the absence of such advice, the unit's vote shall be suspended in the event more than one person exercises the unit's vote.
Any owner of a unit which is leased may in the lease assign the voting right to the lessee provided a copy of the lease is furnished to the secretary of the Association prior to the lessee exercising the unit’s vote.

Class B Class B member(s) shall be the Declarant and shall be entitled to three votes for each unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

Section No. 3. Administration of the Association. The members agree that the administration of the Association shall be in accordance with the provisions of this declaration and the bylaws of the Association.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section No. 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each unit owned within the properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, which may be collected monthly; and, 2) special assessments for capital improvements, to be established and collected as provided. The annual and special assessments, together with interest, costs and reasonable attorney’s fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such interest, costs and reasonable attorney’s fee, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Delinquent assessments shall be the joint and several obligation of the owner of a unit and his successor in title and the successor in title shall be entitled to certificate from the Association of unpaid assessments as provided in Article IV, Section No. 7, of this Declaration.

Section No. 2. Purpose of Assessments. The assessments levied by the Association shall be used for the maintenance and repair of the Common Area and any sidewalk which may be part of the Common Area, if not dedicated to public maintenance, shall be maintained by the Association. All assessments shall be used exclusively for the benefit of the owners.

Section No. 3. Maximum Monthly Assessment. The maximum monthly assessment shall be $30.00 per unit and $15.00 per unit owned by Declarant to which title has not transferred, unless the Board of Directors fix an amount within the parameter set forth in this Master Deed.

(a) From and after the date of execution of this Master Deed, the maximum monthly assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after the date of execution of this Master Deed, the maximum monthly assessment may be increased above five percent (5%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the monthly assessments at an amount not in excess of the maximum.

Section No. 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in
whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property located thereon, if the Board of Directors shall have determined that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section No. 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4 of this Article. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or their proxies entitled to cast sixty percent (60%) of all members or their proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

Section No. 7. Date of Commencement of Annual Assessment. The due dates. The annual assessments provided for herein shall commence as to all units on the first day of the month in the calendar year in which the annual assessment was approved. The annual assessments shall be adjusted to conform to the number of days in the calendar year in which the assessment is being made. Written notice of the annual assessment shall be sent to each owner of record as to his unit not less than thirty (30) days in advance of the assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. If the Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific unit have been paid. A properly executed certificate on a unit is binding on the Association as of the date of its issuance.

Section No. 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or if such owner or owner's assigns are not personally obligated, the Association may foreclose the lien against the property. The Association shall have the power to bid in the unit at the foreclosure sale and to hold, sell and convey the unit. Any action at law brought to recover a money judgment for nonpayment of assessments shall be maintained without excluding or waiving the lien securing payment of the assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his unit.

Section No. 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien for such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.
Section No. 10. Reserves and Working Capital.

(a) The Association shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and those restricted common areas which the Association may be obligated to maintain. The fund shall be maintained out of annual assessments for common expenses.

(b) A working capital fund shall be established for the initial months of the Association's operation equal to at least two months' estimated common area charge for each unit. Each unit's share of the working capital fund including contributions for each unsold unit, must be collected and transferred to the Association within sixty (60) days of the creation of the Association and the initial election of the Board of Directors. This working capital fund shall be maintained in a segregated account for the use and benefit of the Association. The purpose of the fund is to ensure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board. Amounts paid into the fund are not to be considered as advance payment of annual assessments.

ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall, structure or landscaping shall be commenced, erected or maintained upon the Properties or any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, exterior materials and colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the board of directors or by an architectural committee comprised of three or more representatives appointed by the board. In the event that said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI. PARTY WALLS

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

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

Section No. 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, except to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
Section No. 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section No. 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

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

ARTICLE VII. INSURANCE

Section No. 1. Property Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable master type policy of property insurance covering all the Common Areas and any restricted Common Area and any fixtures and building equipment therein that are part of any Common Areas and personal property equipment that are part of the individual owners. The policy shall contain a waiver of the right of subrogation against the individual unit owners and a provision that any act or neglect of an individual unit owner will not prejudice coverage under the policy and a provision that the policy is primary in the event the unit owner has other insurance covering the same loss. The policy shall also contain an Agreed Amount Endorsement and an Inflation Guard Endorsement if these are available and shall afford as a minimum the following protection:

(a) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(b) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk endorsement", if available.

Section No. 2. Liability Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable comprehensive general type policy of liability insurance covering all the Common Areas, any restricted common areas, and public ways with coverage of at least One Million Dollars ($1,000,000.00) for bodily injury or death and property damage arising out of a single occurrence.

Section No. 3. Fidelity Bond. The Association shall obtain and maintain a Fidelity Bond covering all officers and directors of the Association who are responsible for funds of or administration of the Association in an amount at least equal to the estimated maximum of funds, including any reserve funds in the custody of the Association but not less than three (3) months' assessments on all units and any reserve fund. The fidelity bond shall meet the following requirements:

(a) Fidelity bonds shall name the Association as an obligee;

(b) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee," or similar terms or expressions;
(c) The premiums on all bonds required herein for the
Association shall be paid by the Association as a common expense.

Section No. 4. Notice. Each of the above policies or bonds
shall contain a provision that they cannot be cancelled or
substantially modified by any party without at least ten (10) days
written notice to the Association and to each Eligible
Holders, Insurers and Guarantors in the insurance policy.

ARTICLE VIII. GENERAL PROVISIONS

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

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

Section No. 3. Amendment. The covenants and restrictions of
this declaration shall run with and bind the land, for a term of
twenty (20) years from the date this declaration is executed.
This declaration may be
amended during the first 20-year period by an instrument signed by
not less than ninety percent (90%) of the unit owners, and
consented to by at least fifty-one percent (51%) of the Eligible
Holders holding mortgages on the units, and thereafter by an
instrument signed by not less than seventy-five percent (75%) of
the unit owners and consented to by at least fifty-one percent
(51%) of the Eligible Holders holding mortgages on the units. Any
amendment must be recorded.

Section No. 4. Indemnification. The Association shall
indemnify every officer and director against any and all expenses,
including counsel fees, reasonably incurred by or imposed upon any
officer or director in connection with any action, suit, or other
proceeding (including settlement of any suit or proceeding, if
approved by the then majority of Directors) to which he or she may be
party by reason of being or having been an officer or director
in said office or director, and directors shall not be liable for any action of
judgment, neglect or otherwise, except for their own individual
willful misfeasance, malfeasance, misappropriation or bad faith. The
officers and directors shall have no personal liability with
respect to any contract or other commitment made by them, in good
faith, on behalf of the Association (except to the extent that
such officers or directors may also be members of the
Association), and the Association shall indemnify and forever hold
each such officer and director free and harmless against any and
all liability to others on account of any such contract or
commitment. Any right to indemnification provided for herein
shall not be exclusive of any other rights to which any officer or
director, or former officer or director, may be entitled. The
Association shall as a common expense, maintain adequate world
liability and officers' and directors' liability insurance to fund
this obligation.

Section No. 5. Approval of Eligible Holders, Insurers or
Guarantors. As long as there is a Class B. membership, the
following actions will require the prior approval of the Eligible
Holders, Insurers or Guarantors if: 1) annexation of additional
property, 2) dedication of Common Area, and 3) amendment of this
Declaration of Covenants, Conditions and Restrictions. If
requested by an Eligible Holder, Insurer or Guarantor, the
Eligible Holder, Insurer or Guarantor will be furnished title
Section No. 6. Notices of Action. An Eligible Holder, Insurer or Guarantor, upon written request to the Association (such request to state the name and address of such Eligible Holder, Insurer or Guarantor and the unit number), will be entitled to timely written notice of:

(a) any proposed amendment of this declaration affecting a change in the boundaries of any unit or the exclusive easement rights of the unit or the interests in the general restricted common areas of the unit or the liability for any assessments for the unit or the number of votes in the Association for any unit or the purposes to which any unit or the Common Areas are restricted;

(b) any condemnation loss or any casualty loss which affects a material portion of the units or which affects any unit on which there is a first mortgage held, insured or guaranteed by such Eligible Holder, Insurer or Guarantor;

(d) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Section No. 7. Insurance Trustees and Power of Attorney.

Each owner appoints the Association or its authorized representative as attorney-in-fact for purchasing and maintaining the property and liability insurance and to submit all claims and execute all necessary documents. The Association may enter into an Insurance Trust Agreement with an Insurance Trustee to negotiate losses under any property or liability insurance policies and to perform other necessary functions regarding the insurance policies. Each owner also appoints the Association attorney-in-fact to represent the owners in any proceeding or in negotiations with any condemning authority for acquisition of any of the Common Areas.

Section No. 8. Availability of Documents and Financial Statements. The Association shall make available for inspection to every owner and Eligible Holder, Insurer or Guarantor of any first mortgage on any unit the current copies of the declaration, bylaws, rules and regulations, books, records and financial statements of the Association during normal business hours.

Section No. 9. Binding Nature. All agreements and determinations lawfully made by the Association in accordance with this declaration or by the bylaws shall be binding on all owners of units, their successors, lessees and assigns.

Dated this _29_ day of _April_, 1985.

DECLARANT

/s/ Elizabeth M. McCaffrey

FINN McCARTHY
STATE OF WYOMING  }  ss.
COUNTY OF NATRONA  }

The foregoing instrument was acknowledged before me this 22nd day of April, 1989, by Elizabeth K. McCarthy, witness my hand and official seal.

[Signature]
Notary Public

[Signature]
Notary Public
DESCRIPTION OF COMMON AREAS IN THE SWEETBRIER ADDITION TO THE
CITY OF CASPER, MATURE COUNTY, WYOMING, being more particular-
ly described as follows:

All of lot 25
All of lot 26
All of lot 33
All of lot 34

Parts of lot 27 described as follows:

PART I of lot 27, Sweetbrier Addition:
Beginning at the southwest corner of lot 27:

thence N00°29'06"W, 59.90 feet along the west line of the
Addition to a point;

thence N89°29'38"E, 18.95 feet to the northwest corner of
lot 5;

thence S00°30'22"E, 10.00 feet along the line between lots
5 and 27 to a point;

thence S89°29'38"W, 4.00 feet along the line between lots
5 and 27 to a point;

thence S00°30'22"E, 26.00 feet along the line between lots
5 and 27 to a point;

thence N89°29'38"E, 6.00 feet along the line between lots
5 and 27 to a point;

thence S00°30'22"E, 7.00 feet along the line between lots
5 and 27 to a point;

thence N89°29'38"E, 6.00 feet along the line between lots
5 and 27 to a point;

thence S00°30'22"E, 16.91 feet along the line between lots
5 and 27 to a point;

thence S 89°30'54"W, 26.99 feet along the line between lot
27 and Sweetbrier Street, to the southwest corner of lot 27 and
the point of beginning, containing 0.027 acres, more or less.
PART II OF LOT 27, SWEETBRIAR ADDITION:

Beginning at the northwest corner of lot 5;

thence N89°29'38"E, 19.54 feet to a point on the westerly line of Sweetbrier Street;

thence southwesterly along the arc of a non-tangential true curve to the left, 15.48 feet, through a central angle of 17°29'22", said curve having a radius of 54.00 feet, and a long chord which bears S6°15'35"W, 16.42 feet to a point;

thence S00°29'06"E, 33.70 feet along the west line of Sweetbrier Street to a point;

thence along the arc of a true curve to the right, 15.71 feet, through a central angle of 90°, said curve having a radius of 10.00 feet, and a long chord that bears S44°30'54"W, 14.14 feet to a point;

thence S89°30'54"W, 15.02 feet to the extreme southeast corner of lot 6;

thence N00°30'22"W, 16.92 feet along the line between lots 6 and 27 to a point;

thence N89°29'38"E, 6.00 feet along the line between lots 6 and 27 to a point;

thence N00°30'22"W, 7.00 feet along the line between lots 6 and 27 to a point;

thence N89°29'38"E, 6.00 feet along the line between lots 6 and 27 to a point;

thence N00°30'22"W, 26.00 feet along the line between lots 6 and 27 to a point;

thence S89°29'38"W, 4.00 feet along the line between lots 6 and 27 to a point;

thence N00°30'22"W, 10.00 feet along the line between lots 6 and 27 to the point of beginning and containing 0.024 acres, more or less.

Parts of lot 32 described as follows:

PART I OF LOT 32, SWEETBRIAR ADDITION:

Beginning at the extreme northeast corner of lot 19;

thence N84°44'37"E, 10.83 feet to a point on the right-of-way line of Wyoming Blvd.;

thence southeasterly along the arc of a non-tangential
true curve to the left, 59.82 feet, through a central angle of
15°13'35", said curve having a radius of 1842.95 feet, and a long
chord which bears 324°05'39"E, 59.02 feet to a point on said
right-of-way line;
    thence N61°43'24"W, 14.50 feet to the southeast corner of
lot 19;
    thence N29°15'23"W, 16.67 feet along the line between lots
19 and 32 to a point;
    thence N61°44'37"E, 6.00 feet along the line between lots
19 and 32 to a point;
    thence N 29°15'23"W, 7.00 feet along the line between lots
19 and 32 to a point;
    thence N81°44'37"E, 6.00 feet along the line between lots
19 and 32 to a point;
    thence N29°15'23"W, 25.00 feet along the line between lots
19 and 32 to a point;
    thence S61°44'37"W, 4.00 feet along the line between lots
19 and 32 to a point;
    thence N29°15'23"W, 10.00 feet along the line between lots
19 and 32 to the point of beginning, containing 0.012 acres, more
or less.

PART II of lot 32, Sweetbrier Addition:
Beginning at the extreme northwest corner of lot
20;
    thence S29°15'23"E, 10.00 feet along the line between lots
20 and 32 to a point;
    thence S61°44'39"W, 4.00 feet along the line between lots
20 and 32 to a point;
    thence S29°15'23"E, 26.00 feet along the line between lots
20 and 32 to a point;
    thence N61°44'37"E, 6.00 feet along the line between lots
20 and 32 to a point;
    thence S29°15'23"E, 7.00 feet along the line between lots
20 and 32 to a point;
    thence N61°44'37"E, 5.00 feet along the line between lots
20 and 32 to a point;
thence 52°15'23"E, 16.68 feet along the line between lots 20 and 32 to a point on the northerly line of Sweetbrier Street;
thence 36°43'24"W, 4.88 feet along the northerly line of said street to a point;
thence along the arc of a true curve to the right, 15.71 feet, through a central angle of 90°, said curve having a radius of 10.00 feet and a long chord that bears N73°16'36"W, 14.14 feet to a point;
thence N28°16'36"W, 49.68 feet along the easterly line of Sweetbrier Street to a point;
thence N61°44'37"E, 7.00 feet to the point of beginning, containing 0.010 acres more or less.

PART OF lot 29 described as follows:

Beginning at the northeast corner of the Sweetbrier Addition, which point lies on the westerly right-of-way line of Wyoming Blvd.;
thence southeasterly, along said right-of-way and along the arc of a non-tangential true curve to the left, 127.53 feet, through a central angle of 3°57'54", said curve having a radius of 1842.95 feet and a long chord which bears S15°36'27"E, 127.51 feet to a point;
thence S89°30'54"W, 93.18 feet to a point on the westerly line of the Sweetbrier Addition;
thence N0°29'06"W, 109.10 feet along the west line of Sweetbrier Addition to the northwest corner of said Addition;
thence N76°22'26"E, 81.53 feet along the north line of said Addition to its northeast corner, and the point of beginning, containing 0.205 acres more or less.

Descriptions by:

Charles K. Wolf

[Signature]

[Stamp: Registered State of Wyoming]

[Stamp: Engineer]