AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of July, 1958, by and between ARTHUR J. DOWLER and MABELLE E. DOWLER, husband and wife, of Casper, Natrona County, Wyoming, hereinafter designated as "Sellers", and MARTIN S. MARTENS and SORHONIA S. MARTENS, husband and wife, of said City, County and State, hereinafter designated as "Buyers", WITNESSETH;

That the Sellers, for the consideration hereinafter mentioned, to be paid as hereinafter specified, agree to sell to the Buyers and the Buyers, for the consideration hereinafter mentioned, agree to purchase from the Sellers the following described real estate situate in Natrona County, Wyoming, to-wit:

Tracts numbered 22, 42, 43, 44, 45, 46, 47, 50, 52, 53, 54, 55, 56, 57, 58, 59 and 60 of Block No. 3 Subdivision, Natrona County, Wyoming, as laid down and described on the plat of said Subdivision now on file and of record in the office of the County Clerk and Ex-Officio Register of Deeds within and for Natrona County, Wyoming, together with all improvements thereon situate, and together with all water and water rights appurtenant thereto.

Also that part of the Section 23, T. 33 N., R. 80 W., 5th P.M., Natrona County, Wyoming, more particularly described as follows, to-wit: Commenced at a point which is the N.W. corner of Section 23; thence N. 1° 12' W., a distance of 196.99 feet to a point, which point is on the division line between the Dempsey Subdivision and the Arthur J. Dowler Tract; thence S. 82° 28' W., along the divisional line between the Dempsey Subdivision and the Dowler Tract, a distance of 1312.98 feet, which point is located on the east line of Section 23; thence S. 1° 12' E., a distance of 373.10 feet to the S.E. corner of the Section 23, which point bears N. 0° 10' W. a distance of 122.51 feet from a U.S. G.S.U.O. Brass Cap witness corner; thence N. 90° 56' E., along the south Section line a distance of 1277.70 feet to the point of beginning said parcel of land containing 6.27 acres, more or less.

Also that part of the Section 13, T. 33 N., R. 80 W., 5th P.M., Natrona County, Wyoming, more particularly described as follows, to-wit: Commenced at a U.S. G.S.U.O. Brass Cap monument which is
Provided, moreover, that no junk, beer, wrecking, yards, pipe or
welding shops, temporary, foundry, slaughter house, packing plant
or any business of a similar nature, or any business which is
offensive, obnoxious or dangerous, shall be maintained or
conducted on said premises, and no tax payer, buildings shall
be constructed thereon. This covenant shall be a covenant
running with the land, and any breach thereof or any continuance
of any such breach may be enjoined, abated or remedied by ap-
propriate Court action by any interested party.

The total sale price for all of the above described
property is, and shall be $775,000.00. Buyers agree to pay said
amount, together with interest on the unpaid principal balance
remaining from time to time, at the rate of 6% per cent per annum
from date hereof in the manner following: $100,000.00 in hand
paid, the receipt of which is hereby acknowledged by sellers,
and the remaining balance amounting to $675,000.00 plus interest
thereof, shall be due and payable in yearly installments of
$45,000.00, plus interest, and the first yearly payment of prin-
cipal and interest shall be due and payable on or before the
12th day of July, 1959, and a like payment of $45,000.00, plus
interest, shall be due and payable on or before the 12th day
of each and every July thereafter until the full purchase price,
with interest, shall have been paid. Buyers shall have the privilege
of paying the unpaid balance at any time.

Sellers agree to furnish Buyers with good and sufficient
abstract of title showing that Sellers have merchantable title
of record in the above described real estate. Sellers also
agree to convey said real estate to Buyers by Warrant Dee
subject to one-half of the general taxes for the year 1958, but
otherwise free of encumbrances. Such Warrant Deed and abstract
of title shall be recorded in the Wyoming National Bank of
Casper, as escrow agent.
Buyers agree to pay one-half of the general taxes levied and assessed against the above described real property for the year 1956 and all taxes levied and assessed against the said property for all subsequent years during the life of this Agreement, when and as such taxes become due and payable.

Buyers agree that they will not require the buyers to make any repairs or improvements upon the buildings located on said real estate until they have paid at least fifty per cent of the total sale price.

Buyers agree to make all repairs and improvements at their own cost and expense and all such improvements and repairs shall be deemed fixtures attached to the premises and shall not thereafter be removed in case of forfeiture hereunder.

It is also specifically understood and agreed that any person, firm or corporation performing work and labor or furnishing materials for the improvement of said real estate at the request of Buyers shall do so with the express understanding that they must look to Buyers for payment and shall have no right of lien against said real estate, or any part thereof, for the payment of any work and labor done or materials furnished in connection with the improvement of said real estate.

Buyers also agree to carry at least $25,000.00 insurance on the buildings located on said real estate with loss, if any, payable to all parties of interest.

Sellers agree that in the event Buyers decide to subdivide the above described real estate into city or suburban lots or tracts for sale to the general public, to execute the plat and dedication, if so requested by Buyers, provided that all expense in connection therewith shall be paid by Buyers.

Sellers also agree that if, at any time, Buyer sell any lot or tract of such subdivision, to execute and deliver to Buyers Warranty Deeds covering the lot or tract so sold by them.
provided Buyers are not in default under this Agreement and
provided further that Buyers pay Sellers as accelerated principal
payments fifty percent of the amount Buyers are to receive
for the sale of such lot or tract. It is specifically under-
stood and agreed that regardless of the amount of any such
accelerated principal payments, the Buyers must continue to
make the regular yearly payments of principal and interest as
provided in this Agreement.

Sellers also agree that when Buyers have paid fifty per-
cent of the total sale price and interest, to instruct said
Bank to deliver the above mentioned Warranty Deed to Buyers, pro-
vided Buyers deliver their Promissory Note payable to the order
of Sellers for the unpaid balance of this Agreement, payment of
said Note to be secured by a First Mortgage duly executed by
Buyers on a Wyoming form severing the unsold portion of said
real estate, the yearly payments of principal and interest in
said Note and Mortgage to be the same as provided in this Agree-
ment.

IT IS FURTHER MUTUALLY AND EXPRESSLY
AGREED BETWEEN THE BUYERS AND THE SELLERS:

(a) The Buyers agree that they will not assign this
Agreement without first obtaining the written consent of the
Sellers, and that any transfer without such consent shall be
voidable as to the Sellers.

(b) That in the event the Buyers shall default in the
payment of any taxes or insurance, the Sellers may, at their
option, pay said taxes and insurance, or any of them, and if
such payments are so made by the Sellers, the Buyers agree to
pay the Sellers upon demand all such sums so advanced and paid
by the Sellers, together with interest thereon from the date of
payment of such sums at the rate of 6 per cent per annum until
paid.
(d) All regulations and agreements herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties herein.

(d) The Seller herein instruct the Wyoming National Bank of Casper, escrow agent, to deliver said Warranty Deed and abstract of title to the Buyer upon full payment of the balance due Seller herein, and the Buyer herein covenants and agrees that in case of their default hereunder and the Seller elect to and do cancel this Agreement by reason of such default as hereinafter provided, that the said the Wyoming National Bank of Casper, as escrow agent, shall return said Warranty Deed and abstract of title to the Seller.

IT IS FURTHER EXPRESSLY AGREED that time is the essence of this Agreement and the failure of either party to perform any of the conditions herein provided for or to make any payments hereunder within ninety days after the duty to perform such condition arises or such payment or payments become due, shall work a forfeiture of this Agreement at the option of the Seller, and the Seller shall have the right to take immediate possession of the unsold portion of said real estate or to institute legal proceedings to recover for the breach of the terms hereunder and for the unpaid balance in full remaining unpaid on this Agreement, and the Buyer shall agree in case of such default and upon written demand of the Seller, either in person or by registered letter addressed to the Buyer at their known post office address, that the Buyer will immediately deliver up possession of the unsold portion of said real estate and all improvements and buildings and fixtures thereon, however placed, upon said property, and all sums paid by the Buyer hereunder either as installments on the purchase price or for improvements or repairs on the said premises or for taxes or insurance premiums.
or any other payments whatsoever, shall be forfeited to the
Sellers, and they hereby expressly agreed to be paid and advanced
by the Buyers as rentals for the use and occupancy of said pre-
misses and as liquidated damages for the breach hereof, and not
otherwise, and shall forthwith vest in the Sellers, their heirs,
executors, administrators, successors and assigns.

IT IS FURTHER EXPRESSLY AGREED that the failure on the
part of the Sellers to enforce the strict performance of the
terms and conditions of this Agreement or the prompt payment of
the installments herein agreed upon shall not constitute or be
construed as a waiver or relinquishment of Sellers' rights under
this Agreement to thereafter enforce any such terms, conditions
or payments, it being expressly agreed that all the provisions
of this Agreement are continuing ones and shall always be in
full force and effect, and are not waived by reason of any
leniency which may have been granted or extended by the Sellers
on account of prior default in performance of the conditions
and terms hereof, or in the payments in this Agreement provided
for.

IN WITNESS WHEREOF, this Agreement has been executed in
quaduplicate by the respective parties the day and year first
above given.

Arthur J. Dowle (SEAL)

Matilda E. Dowle (SEAL)

Sellers

WITNESS:

Sophia Brugiole (SEAL)

Buyers

= ? =
STATE OF WYOMING
COUNTY OF NATRONA

On this 17th day of July, 1959, before me personally appeared Arthur J. Dowler and Nubelle E. Dowler, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of reosession.

Given under my hand and seal the day and year in this certificate first above written.

[Signature]

My commission expires on the 23rd day of February, 1960.

STATE OF WYOMING
COUNTY OF NATRONA

On this 10th day of July, 1959, before me personally appeared Martin Bartagnole and Sophia Bartagnole, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

[Signature]

My commission expires on the 21st day of February, 1960.
The undersigned, owner of the real property described in Exhibit "A" attached hereto and by this reference made a part hereof, located in the Teton Terraces Subdivision, County of Natrona, for the purpose of maintaining said property in a near natural state, as a bird habitat and sanctuary and for the further purpose of allowing persons to view birds and other wildlife in the area, agree that the following restrictions shall apply to said land.

1. No buildings or structures shall be built on said land other than those compatible with the uses of a bird sanctuary such as viewing platforms, nature paths, etc.

2. Said area shall be left in as near as possible natural state, in keeping with the general health and welfare of the community and the persons adjacent thereto, and that the water in the marsh and swamp located on said premises, shall not be drained nor vegetation disturbed except to protect and promote its use as a bird and wildlife sanctuary.

The undersigned agrees that this shall constitute a covenant running with the land, and all successive future owners shall have the same right to invoke and enforce the provisions as the original signor hereto.

The land to which these covenants attach is described on Exhibit "A" attached hereto and by this reference made a part hereof.

IN WITNESS WHEREOF, we have executed these written covenants and placed the same of record this 31st day of August, 1978.

TETON EXPLORATION DRILLING COMPANY, INC.

By:  
Richard K. Lisco, President

STATE OF WYOMING  
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this 7/26 day of July, 1978, by RICHARD K. LISCO, President of TETON EXPLORATION DRILLING COMPANY, INC.

Witness my hand and official seal.

Notary Public
TETON TERRACES

Beginning at a point in the easterly line of Teton Terraces Subdivision, being the southeasterly corner of Tract No. 6 of said Subdivision; thence S. 11° 24' W., 303.42 feet along the southerly line of said Tract No. 6 and the Parcel herein being described to a point in the southerly line being the southwesterly corner of the Parcel herein being described; thence N. 0° 14' 12" E., 163.16 feet along the westerly line of the Parcel herein being described to a point being the northwesterly corner of said Parcel herein being described; thence along the northerly line of said Parcel herein being described, S. 87° 18' 48" E., 62.07 feet to a point; thence N. 87° 43' 56" E., 101.46 feet to a point; thence N. 85° 23' 01" E., 69.50 feet to a point in the easterly line of said Tract No. 6, being the northeastwesterly corner of said Parcel herein being described; thence S. 0° 14' 12" W., 112.25 feet along the easterly line of said Tract No. 6, being the easterly line of said Parcel herein being described to the Point of Beginning. Said Parcel contains 0.907 acres, more or less.
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
TETON TERRACES
NATRONA COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, TETON EXPLORATION DRILLING COMPANY,
INCORPORATED, A WYOMING CORPORATION OF CASPER, WYOMING, (herein-
after referred to as "Landowners") are the owners of all that
certain real property situate in Natrona County, State of Wyoming,
known and described as Teton Terraces, a subdivision of Natrona
County, Wyoming, as described on Exhibit "A" attached hereto
(hereinafter referred to as the "Subdivision") and as shown on
the plat and dedication thereof duly recorded in the office of
the County Clerk of Natrona County, State of Wyoming, in Book
of Maps at 265119

NOW, THEREFORE, for and in consideration of the premises,
Landowners do hereby and by these presents make, publish, declare
and impose upon all of the real property situate and included
within the Subdivision the following restrictions and limitations
governing the use and development of all tracts within the Sub-
division, and do hereby specify and declare said restrictions
and limitations shall be and constitute covenants running with
all of the land in the Subdivision and shall be binding upon the
undersigned and all persons claiming under it from and after the
first tract sale, and shall be for the benefit of, as well as
limiting and restricting, all future owners of tracts within the
Subdivision, to-wit:

ARTICLE I
DEFINITIONS

1. Tracts: All of the subdivision tracts designated on
the recorded plat of the subdivision.

2. **Teton Terraces**: The words Teton Terraces as used in these covenants shall mean all of the lands included within this Subdivision. Any lands added to Teton Terraces by Teton Exploration Drilling Company or other adjacent owners in accordance with this instrument and expressly made subject to this Declaration by written amendment filed in the office of the Natrona County Clerk shall thereafter be deemed a part of the Subdivision for purposes of the application of this Declaration.

3. **Association**: Shall mean and refer to Teton Terraces Association, a non-profit cooperative, its successors and assigns.

4. **Owner**: Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any tract which is a part of the properties, including contracting buyers, but excluding those having such interest merely as security for the performance of an obligation.

5. **Properties**: Shall mean and refer to that certain real property in the Subdivision hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

6. **Common Area**: All property 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 tract and which shall be conveyed by Landowners to the Association prior to sale, by contract or otherwise, of the first tract, is described as follows:

   Streets, roads, and thoroughfares as shown on the Subdivision plat for the purpose of maintaining, improving and providing access to the tracts out or in, and ingress and egress to all utility easements for installation, maintenance and improvements.

---

274089
7. Teton Terraces Owners' Association: Landowners, their successors or assigns if such successors or assigns should acquire more than one undeveloped tract from Declarant for the purpose of development.

ARTICLE II

TETON TERRACES OWNERS' ASSOCIATION

Membership in Teton Terraces: All persons, corporations, or associations who own or acquire the title in fee to any of the land (other than lands dedicated as public roads), by whatever means acquired, shall automatically become members of the Association.

ARTICLE III

PROPERTY RIGHTS

1. Owners' Easements 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 tract, subject to the following provisions:

   (a) The right of the Association to charge reasonable fees for the use and maintenance of the common area or any part thereof.

   (b) The right of the Association to suspend voting rights of, and the use of any of the common area, by an owner for any period during which any assessment against the owner's tract is due but unpaid. Utilization of the common area and suspension of voting rights may be enforced for a period not to exceed sixty (60) days and for any infraction of the published rules and regulations of the Association.

   (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 upon such conditions as agreed to by the members of the Association. Provided, however, no such dedication or transfer shall be effective unless a resolution has been adopted by two-thirds of each class of members who cast votes in person or in proxy at a meeting duly called for such purpose.
2. **Delegation of Use:** Any owner may delegate his right of enjoyment to the Common Area to the members of his family, his tenants, invitees, customers, guests, or contract purchasers.

**ARTICLE IV**

**MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION**

1. Every Owner of a tract 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 tract which is subject to assessment.

2. The Association shall have two classes of voting membership:

   **Class A.** Class A members shall be all owners with the exception of Teton Exploration Drilling Company and shall be entitled to one vote for each acre owned. When more than one person holds an interest in any tract, all such persons shall be members; provided, however, there shall exist only one cumulative vote for each tract which cumulative vote shall be exercised as the owners of the tract determine.

Each tract owner shall be entitled to the following number of Class A votes:

<table>
<thead>
<tr>
<th>Tract</th>
<th>Votes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2.3</td>
</tr>
<tr>
<td>2</td>
<td>2.2</td>
</tr>
<tr>
<td>3</td>
<td>3.0</td>
</tr>
<tr>
<td>4</td>
<td>3.1</td>
</tr>
<tr>
<td>5</td>
<td>3.5</td>
</tr>
<tr>
<td>6</td>
<td>2.5</td>
</tr>
<tr>
<td>7</td>
<td>2.0</td>
</tr>
<tr>
<td>8</td>
<td>2.0</td>
</tr>
<tr>
<td>9</td>
<td>2.3</td>
</tr>
<tr>
<td>10</td>
<td>2.5</td>
</tr>
<tr>
<td>11</td>
<td>2.2</td>
</tr>
<tr>
<td>12</td>
<td>2.9</td>
</tr>
<tr>
<td>13</td>
<td>2.0</td>
</tr>
<tr>
<td>14</td>
<td>2.0</td>
</tr>
<tr>
<td>15</td>
<td>2.0</td>
</tr>
<tr>
<td>16</td>
<td>2.1</td>
</tr>
<tr>
<td>17</td>
<td>2.0</td>
</tr>
<tr>
<td>18</td>
<td>2.0</td>
</tr>
<tr>
<td>19</td>
<td>2.3</td>
</tr>
<tr>
<td>20</td>
<td>3.2</td>
</tr>
</tbody>
</table>

Total Cumulative Votes 69.1
Class B. The Class B members shall be Teton Exploration Drilling Company and Teton Exploration Drilling Company shall be entitled to three (3) votes for each acre owned. The Class B membership shall cease and be converted to Class A membership (i.e., one vote for each tract owned) on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on the 1st day of January, 1963, or

(c) in the event that Teton Exploration Drilling Company retains tracts within the subdivision for development purposes, each such tract, when development is completed, will obtain Class A status under Teton Exploration Drilling Company ownership if such development occurs before 1963.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS


Landowners, for each tract owned by it within the properties, hereby covenants, and the owner of each tract, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase thereof, whether or not expressed in such deed or contract, is and shall be deemed to covenant and agree to pay the Association special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall constitute a charge on the land and shall be a continuing lien upon the tract (being deemed to be each tract shown on the original Subdivision plat) against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the owner of the tract at the time the assessment was due. The personal obligation for delinquent assessments shall not pass to
his successors in title unless expressly assumed by them, though the lien shall, in any event, continue as a charge against the tract despite a transfer of title.

2. **Purpose of Assessment:** The assessments levied by the Association shall be used exclusively to maintain, repair, or rebuild roads, drainage ditches and easements for the welfare of owners in the addition and other adjoining property.

3. **Maximum Assessment:** Until September 1, 1976, Teton Exploration Drilling Company shall bear all costs of road maintenance. From and after September 1, 1976, the maximum assessment will be determined from the total cost of maintenance or improvements, divided by the number of Tracts being serviced by that road. Tracts 1 thru 6 inclusive shall bear the expense of maintenance and improvements to Energy Lane. Tracts 7 thru 20 inclusive shall bear the expense of maintenance and improvements to Prospector Drive and that portion of Link lying East of the boundary of Teton Terraces and the Dowler Subdivision.

4. **Special Assessments for Capital Improvements:** The Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment for capital improvements shall have the assent of two-thirds (2/3) of the votes of each class of membership who cast votes in person or by proxy at a meeting duly called for this purpose.
5. Notice and Quorum for Any Action Authorized Under Sections 1, 2, 3, and 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 1, 2, 3, or 4, above, shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the meeting originally called for such purpose.

6. 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 8 percent per annum. The Association may at its option bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his tract.

7. 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 tract shall not affect the assessment lien. However, the sale or transfer of any tract pursuant to mortgage foreclosure or any
proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

GENERAL RESTRICTIONS ON ALL TRACTS IN SUBDIVISION

Zoning Regulations: No land within the Subdivision shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Natrona County, Wyoming. "I - L" Light Industrial.

ARTICLE VII

RESTRICTIONS

1. Maintenance of Land: The following conditions, limitations and restrictions shall govern the maintenance and use of the land in this subdivision:

   (a) Fence rows shall be kept clean and clear of weeds, trash, and debris and by each owner of each tract.

   (b) Noxious weeds shall not be permitted to exist or flourish unchecked but diligent action toward their eradication must be taken on discovery of their presence.

   (c) Drainage ditches shall be kept clear, open and in good condition at all times when use of the said ditches for any purpose shall be desirable. The duty of opening and maintaining in proper condition such ditches shall be the duty of each owner and for the benefit of his own tract and the tracts of the other owners served thereby.

   (d) The drainage system on tracts 1, 2, 3, 4, and 5 must be maintained so that water will flow from the crest of the terrace in a southerly direction to the toe of the next higher terrace, thence either easterly or westerly along the toe of the terrace into Wolf Creek on the east or Squaw Creek on the west.

   (e) Dumping of trash, used appliances, car bodies or other refuse into, or onto the banks of, the creeks shall be prohibited.

   (f) Uncontrolled growth of weeds or brush or the accumulation of trash and debris along the roadway shall not be permitted; each property owner shall have the duty of controlling that condition with respect to the roadway property.
(g) Garbage or trash from household or commercial use of the tract shall not be permitted to so accumulate as to become unsightly or a nuisance, but shall be disposed of or removed from the property with reasonable promptness and in a manner consonant with good sanitation practices.

(h) No junk yards or any other uses inconsistent with the Light Industrial Use as defined and set forth in Resolution Number 38-172 of the Board of Commissioners of Natrona County, Wyoming, adopted September 15, 1972 and filed on September 22, 1972 (File No. 132185) attached to minutes of meeting (File No. 169021) in the office of the County Clerk, Natrona County, Wyoming shall be permitted to exist.

(i) Trees and shrubbery shall be planted in the creeks and on the slopes to beautify the property and encourage wildlife habitation.

(j) Property enjoying frontage on the North Platte River shall maintain the river bank judiciously and environmentally pleasing.

2. Building and Construction Requirements and Restrictions:

(a) All sewer systems and water systems on the said tracts shall be subject to Natrona County and State of Wyoming rules, regulations and laws.

(b) All utility lines shall be buried.

ARTICLE VIII

EASEMENTS

1. Utility Easements: Landowners hereby reserve to themselves, their successors, and assigns, perpetual easements within the Subdivision boundary, within all road easements, and any other easements indicated on the plat, for the purpose of constructing, maintaining, operating, replacing, enlarging, and repairing power, telephone, water, irrigation, storm drainage, sewer, gas, and similar lines, pipes, wires, ditches and conduits for the benefit of the Subdivision.

There shall be a dedicated sewer and water line easement to the City of Casper, Wyoming, to be parallel to the North Platte River and twenty (20) feet in width for the City's use in the event that the City of Casper, Wyoming, exercises annexation of
this and other properties. Subject to approval of the City of Casper, Wyoming, all Tracts within the Teton Terraces Subdivision shall enjoy access to this sewer and water easement.

Special consideration has been granted to Teton Terraces by the Planning Commission for fifty (50) foot wide roadways, contingent on placement of ten (10) foot wide utility easements located adjacent to, and on both sides of the roadways, and further, that no building, or other permanent fixture be placed within this easement.

2. Dedicated Roads and Maintenance: Teton Exploration Drilling Company, its successors and assigns, shall construct all roads, drives and lanes to be transferred to the Association as shown on the subdivision plat. The Association shall, after such transfer, assume all responsibilities and obligations of maintenance and improvement of roads, drives and lanes until such time as the same may be transferred to and accepted by Natrona County, Wyoming or the City of Casper, Wyoming, when annexation of Teton Terraces is consummated, or such other duly constituted governmental agency as may take over such roads for public purposes. Association Members shall provide ample parking area on their Tract to accommodate all traffic to and from their establishment. Parking on streets, culdesacs or dedicated right-of-way shall be prohibited.

ARTICLE IX
ENFORCEMENT

1. Enforcement Actions: The Board of Directors shall have the right to prosecute any action enforcing the provisions of all covenants by injunctive relief, on behalf of itself and all or part of the Teton Terraces owners.

2. Limitations on Action: In the event any construction, alteration or site landscape work is commenced upon any portion
of the Subdivision in violation of these covenants and no action is commenced to restrain such violation within thirty (30) days after the violation is recognizable, then injunctive or equitable relief shall be denied, but action for damages shall still be available to any party aggrieved. Said thirty (30) day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

ARTICLE X
GENERAL PROVISIONS

1. Severability: Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

2. Effect and Duration of Covenants: The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the Subdivision, and each owner of property therein, his successors, representatives and assigns and shall continue in force and effect until January 1, 1995, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each, or until the property is annexed by the City of Casper, Wyoming.

3. Amendment: The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended except by written consent of the owners of eighty percent (80%) of the privately owned land included within the boundaries of Teton Terraces, as determined from table in Article 4, Section 2 of these covenants, as the same may then be shown by the plat on file in the office of the Clerk of and Recorder of Natrona County, Wyoming. Any such amendment shall be ineffective until it shall have been placed of record in the office of the County Clerk, Natrona County, Wyoming.
4. **Enforcement:** If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for the Association or any person or persons owning real property in the Subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages actual and punitive for such violations.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 24th day of May, 1976.

TETON EXPLORATION DRILLING CO., INC.

By: ____________________________
    Richard K. Lisco, President

[Signature]

J. Murphy, Secretary

STATE OF WYOMING )
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 24th day of May, 1976, by RICHARD K. LISLI, President of Teton Exploration Drilling Company, Inc.

Witne sy my hand and official seal.

[Signature]

Notary Public

[Signature]

My commission expires: May 23, 1977

- 12 -

27:1089
LEGAL DESCRIPTION:

A Parcel being a part of the S^1/2 of Section 13 and the N^1/2 of Section 24, Township 31 North, Range 80 West of the Sixth Principal Meridian, Natrona County, Wyoming, and being more particularly described by metes and bounds as follows:

Beginning at the 1/4 corner common to Sections 13 and 24, Township 31 North, Range 80 West of the Sixth Principal Meridian, Natrona County, Wyoming; thence along the north-south centerline of said Section 13, N 28°08'43"E, 295.68 feet to a point; thence S 82°35'19"W, 25.9 feet to a point; thence N 28°08'43"E, 227.11 feet to a point, said point being the northwesterly corner of the Parcel; thence S 75°26'12"W, 1303.08 feet to a point on the west line of the S^1/2 of said Section 13; thence N 82°59'12"W, 1311.57 feet to a point on the east line of said Section 13, said point being the northeast corner of said Parcel; thence along the east line of said Section 13, S 1°27'13"W, 373.10 feet to the east Section corner common to said Sections 11 and 12, thence along the south line of said Section 24, S 0°14'22"W, 132.81 feet to a point, being the southeasterly corner of said Parcel and the southeasterly corner of Shreffler Tract; thence along the north line of said Shreffler Tract and southerly line of said Parcel, S 77°24'36"W, 823.63 feet to a point, being the northwest corner of said Parcel and the northwesterly corner of Shreffler Tract; thence along the easterly line of said Parcel, and the westerly line of said Shreffler Tract, S 5°37'13"E, 468.98 feet to a point, being the southeasterly corner of said Parcel and the southeasterly corner of said Shreffler Tract and being on the north right-of-way line of Wyoming State Highway No. 220; thence along the south line of said Parcel and north right-of-way line of Wyoming State Highway No. 220, S 62°00'05"W, 1216.36 feet to a point, thence along the north line of Tract No. 1, Starks' Acres Subdivision; thence along the southerly line of said Parcel and northerly line of said Tract No. 1, Starks' Acres Subdivision, N 89°55'29"W, 436.16 feet to a point, being on the east line of of proposed River Road; thence along the east line of proposed River Road, N 0°04'13"E, 218.66 feet to a point on the north right-of-way line of Wyoming State Highway No. 220; thence along the north right-of-way line of Wyoming State Highway No. 220, N 54°30'03"E, 55.42 feet to a point, being on the west line of proposed River Road; thence along the west line of proposed River Road, N 54°30'03"E, 242.57 feet to a point on the northerly line of said Parcel and the northerly line of the Starks' Acres Subdivision; thence along the northerly line of said Parcel and northerly line of the Starks' Acres Subdivision, N 89°55'23"W, 247.33 feet to a point, being the northerly corner common to Tract No. 3, Starks' Acres Subdivision and the Boulevard No. 3 Subdivision and the southerly line of said Parcel and northerly line of the Starks' Acres Subdivision, N 89°55'23"W, 247.33 feet to a point, being the northerly corner common to Tract No. 3, Starks' Acres Subdivision and the Boulevard No. 3 Subdivision; thence along the south line of said Parcel and northerly line of said Section 24, S 1°16'corner of said Section 24 and the southeasterly corner of said Parcel; thence along the west line of the Boulevard No. 3 Subdivision; thence along the west line of the N^1/2 of said Section 24, being the west line of said Parcel and the east line of said Tract No. 3 Subdivision, N 0°01'13"E, 261.63 feet to a point on the southerly line of proposed Grandview Drive, being the northerly corner of Tract No. 3, Boulevard Subdivision No. 3; thence along the southerly line of proposed Grandview Drive and the north line of Tract 31 of the Boulevard No. 3 Subdivision, S 0°01'13"E, 379.00 feet to a point of intersection with the east line of Grandview Road of the Boulevard No. 3 Subdivision; thence along the easterly line of said Grandview Road of the Boulevard No. 3 Subdivision and the east line of said Parcel, N 89°59'01"E, 63.0 feet to a point, being on the north line of proposed Grandview Drive, S 89°59'01"E, 300.06 feet to a point on the east line of the Boulevard No. 3 Subdivision, thence along the west line of the S^1/2 of said Section 24, being the west line of said Parcel, S 0°04'13"E, 99.33 feet to the point of beginning.

The foregoing described Parcel contains 73.66 acres more or less.