BOARD OF COUNTY COMMISSIONERS - VIA ONE SUBDIVISION

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of June, 1980, by and between the Board of County Commissioners, Natrona County, Wyoming, hereinafter referred to as "Board", and By the Way Ranch, a Limited Partnership, hereinafter designated as "Owner".

WITNESSETH:

WHEREAS, owner is the legal owner of all lands which comprise Via One Subdivision, a subdivision of Natrona County, Wyoming, a copy of a plat which is attached hereto as Exhibit "A", and made a part hereof; and

WHEREAS, the owner has requested that the Board of County Commissioners approve said plat under the terms and conditions of the Wyoming State Statutes; and

WHEREAS, the owner, by this agreement, seeks to assure the Board that he will complete various steps required by the Board to perfect the subdivision and further covenants to the Board that all work done will be in accordance with this agreement; and

WHEREAS, it is the mutual desire of the parties hereto to establish a written record of this agreement with respect to said subdivision and the development thereof, whereupon the Board will approve the subdivision plans under the provisions of the Wyoming State Statutes.

NOW, THEREFORE, the parties hereto agree as follows:

I. OBLIGATIONS OF OWNER

The owner, within 60 days after receiving written direction from the Board, shall, at his sole cost and expense, do or cause to be done the following:

1.1 Surveying:

A. Set all subdivision corners and 1/16th corners with 2" diameter brass caps, in concrete, showing the number of the corner, identifying initials of the surveyor or company making the survey. If the
1.3 Construction of Roadways:

A. Contractor shall conform to the specifications and plans of the County Engineer, subject to the approval of the County Engineer, after the above construction is completed. The following conditions are subject to the approval of the County Engineer:

B. Curved base aggregate:

1. Crushed base aggregate shall be constructed in accordance with test specifications for crushed base aggregate and crushed base aggregate for aggregate after completion of the construction.

2. Crushed base aggregate shall be used for construction base aggregate and crushed base aggregate for aggregate after completion of the construction.

3. Crushed base aggregate shall be used for the construction base aggregate and crushed base aggregate for aggregate after completion of the construction.

4. Crushed base aggregate shall be used for construction base aggregate and crushed base aggregate for aggregate after completion of the construction.

5. Crushed base aggregate shall be used for construction base aggregate and crushed base aggregate for aggregate after completion of the construction.

6. Crushed base aggregate shall be used for construction base aggregate and crushed base aggregate for aggregate after completion of the construction.
1.4 Construction Sequence:

All roadways within the subdivision shall be constructed in an orderly sequence as the addition is developed and built upon, weather conditions permitting, so that there will be no gaps left in surfacing or other off-site improvements.

1.5 Maintenance of Roadways:

There shall be no public maintenance of roadways within the subdivision.

1.6 Certification:

The owner shall certify, in writing, that the roadways within the subdivision have been constructed to the specifications set forth in this agreement. The owner shall maintain the same for a period of one year from the date of certification, at which time the County Engineer, County Road and Bridge Superintendent or other designated County official will inspect the construction thereof, for compliance with this agreement and the Natrona County Subdivision Regulations. The County will approve or disapprove said roadway construction, in writing, and so notify the owner. If said roadway construction is disapproved, the County shall notify the owner, in writing, of the deficiencies. If the deficiencies are not corrected to the satisfaction of the Board within a specified time frame, the Board may proceed with legal action for non-performance of this agreement.

1.7 Grading and Erosion Control:

A. Top soils shall be removed, stock piled and replaced.

B. Fill areas shall be filled in 6” lifts and compacted to optimum moisture and density.

C. Moisture content shall be within +4 or -6 percentage of optimum.

D. Compaction shall be 95% of A.A.S.H.O. T-99.

E. An approved erosion control plan has been submitted to and approved by the County Engineer or County Planner and is attached hereto as Exhibit "B".
F. The owner shall reseed all construction easements and exposed slopes, including approaches, in accordance with acceptable standards established for Natrona County. Said method of reseeding must be approved, in writing, by the County Road and Bridge Superintendent, the County Engineer, and the County Planner.

1.8 Street Signs and Other Traffic Control Devices:

Street signs and other traffic control devices shall be furnished and erected at all intersections, regardless of other route markings in accordance with the Manual of Uniform Traffic Control Devices for Streets and Highways. This shall include the following:

A. Stop signs shall be 30" by 30" with a mounting height of not less than 6'. Said signs shall be mounted on a 2" galvanized pipe set in concrete and located on the right side of the roadway when approaching the intersection.

B. Street signs shall have a green background with white numbers or lettering (letters minimum of 4" in height). The signs shall be mounted on a 2" galvanized pipe set in concrete and located on the left side of the intersection, 6' off of the shoulder. The mounting height shall be 7' from the bottom of the sign.

1.9 Storm Sewer Requirements:

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

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

C. The owner shall certify, in writing, that the culverts have been installed to the specifications set forth in the Natrona County Subdivision Regulations and this agreement, and shall maintain the same for a period of not exceeding one year after the certification, at which time the County Engineer or other designated County official will inspect the installation thereof, for compliance with this agreement and the Natrona County Subdivision Regulations. The County will approve or disapprove the installation of the culverts, in writing, and notify the owner. If said culvert installation is disapproved, the County shall notify the owner, in writing, of the deficiencies. If the deficiencies are not corrected to the satisfaction of the Board within 90 days after said notification, the Board may proceed with legal action for non-performance of this agreement.
1.10 Water Service:

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

1.11 Sewer Service:

Sewer service shall be the responsibility of each individual property owner, however, the Natrona County Health Department must approve the subdivision for the location of septic tank systems. In addition to approval by the Health Department, the owner must provide the Board with a copy of the percolation tests for each lot which must be certified by an engineer. Said test results shall be filed and recorded with the contract documents between the owner and the Board, and are attached hereto as Exhibit "D".

1.12 Utilities:

All utilities shall be underground or overhead.

1.13 Covenants:

The owner shall prepare and submit a copy of the covenants for said subdivision to the Board, which shall be attached hereto as Exhibit "D" and made a part hereof. The covenants shall conform to the zoning district in which the subdivision is located.

1.14 Financial Commitment:

In order to assure the Board that the owner has sufficient financial resources to complete the off-site improvements set forth in this agreement; such as, construction of roads, culverts, and the installation of street signs and other traffic control devices, as well as the implementation of an erosion control program; etc., the owner shall submit to the Board the irrevocable letter of credit, or post a performance bond in the amount of the estimated cost of the off-site improvements, as established and certified by the owner's engineer and approved by the Board. At the option of the Board, the Board may permit the owner to construct the off-site improvements in phases, under such terms and conditions as approved by the Board. If the owner is permitted to construct the off-site improvements in phases, the irrevocable letter of credit or performance bond may be reduced to the amount of the estimated cost of a specified phase of the off-site improvements, as certified by the owner's engineer, or the requirement of a performance bond or letter of credit may be waived.

The owner agrees to complete the construction of all off-site improvements set forth in the first phase of development in accordance with this agreement, prior to the sale of lots in the second or any subsequent phase of the subdivision development. The owner, upon completion of construction of the off-site improvements for the specified phase of construction, shall notify the Board, in writing, of their completion. If the off-site improvements are not rejected by the Board or their designee in writing within 15 working days from the date of notification, the owner can assume that the specified phase of construction of said off-site improvements has been approved. The owner further agrees that if he deviates from the above without written approval from the Board,
it shall be considered non-compliance with this agreement and the owner will be liable for any and all actions taken by the Board toward the enforcement of this agreement. In addition, the owner agrees to notify the Planning Director, in writing, seven (7) days prior to beginning said construction so that a proper inspection schedule can be established. If, in the opinion of the Board or its designee the work is satisfactory and is progressing in a timely manner, the Board or its designee may issue an order to proceed to the next phase prior to completion of the previous phase.

1.15 Resubdivision of Lots:

The owner agrees that there will be no further subdivision of lots unless replatted and submitted to the Board for their approval.

1.16 Final Plat, Deeds, Etc.:

The final plat, deeds, conditional sales agreements and solicitations for sale shall state that there will be no public water, sewer or road maintenance.

1.17 Public Sites and Open Spaces:

The owner shall pay to the County a cash amount equal to a minimum of 6% of the raw land value of the total land area of the subdivision. For the purposes of this agreement, this amount has been determined to be 60,229.86.

1.18 Easements:

A 10' utility easement shall be provided along each lot line. In addition to said utility easement, lots shall be platted to the centerline of Bates Creek, and a 25' ingress and egress easement adjacent to the high water line of Bates Creek shall be provided.

1.19 Compliance with Applicable State Laws:

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

1.20 Hold Harmless Clause:

The owner further specifically agrees to hold the Board and any persons acting by and through the Board harmless from any claims or causes of action whatsoever brought against it as a result of the owner's negligence in complying with the terms of this agreement, and further to indemnify the Board and all persons acting by, through and under the Board from any claims or causes of action whatsoever arising out of the owner's negligence in complying with this agreement. Further, that this hold harmless clause and indemnification shall expire upon completion of the terms of this agreement by the owner.

II.

OBLIGATIONS OF BOARD

The Board shall rezone or cause to be rezoned all land in Via One Subdivision from O-D (Open District) to R-R (Rural Residential).
THIS AGREEMENT shall be binding upon and shall insure to the benefit of all parties hereto, their successors and assigns.

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

BOARD OF COUNTY COMMISSIONERS
Natrona County, Wyoming

[Signatures]

[Signatures]

[Signatures]

BY THE WAY RANCH
A Limited Partnership

[Signatures]

N. E. Fowler, Chairman
Commissioner

Frank J. Schulte
Commissioner

W. W. Butler
General Partner
ACKNOWLEDGMENT

STATE OF WYOMING } ) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Nat E. Fowler, Chairman, Board of County Commissioners, and Frank Philips, Commissioner; and Frank Schuster, Commissioner; this 10th day of June, 1980.

Witness My Hand and Official Seal.

[Signature]
Notary Public
[Stamp]
Commission Expires: 1983

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STATE OF WYOMING } ) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by W. W. Butler, General Partner, By the Way Ranch, a Limited Partnership, this 3rd day of October, 1980.

Witness My Hand and Official Seal.

[Signature]
Diane M. Jordan
Notary Public
NATRONA COUNTY, WYOMING
My commission expires Jan. 17, 1983
Commission Expires: January 17, 1983

305712
EXHIBIT "B"

EROSION CONTROL CONSERVATION PLAN

Date: 11-1-79

Name of Applicant: BY THE WAY RANCH
Business Address: 128 E. 11 1/2 CASPER, WYO.  Ph. 366-5257
Home Address: SAME  Ph. 227-8265
Subdivision: VIA ONE

BY THE WAY RANCH, hereby submit to the Board of County Commissioners, Natrona County, Wyoming, a plan to remove the natural top soil, trees, and other vegetation and alter the existing contours through grading for the construction of roadways, utility installations, building sites or development in the

VIA ONE Subdivision, which is located 20 miles SOUTHWEST of the City of Casper and is more specifically identified on the attached plat or drawing.

If approved by the Board, this soils erosion plan shall:
A. Become a part of the written agreement between the owner and the Board; and
B. Become a part of the covenants established by the owner.

The soils erosion plan shall consist of the following information:
1. Total acres of land in the subdivision. 148.33
2. Total acres of land in the subdivision to be exposed through grading for the construction of roadways, utility installations, building sites or development. 8.07
3. The soil classification(s), in accordance with the Unified Soils Classification System.

If more than one soil classification is involved, a map showing the soil classifications shall be attached.

4. A map showing the existing and proposed contours.
5. The type of vegetation to be removed from the exposed areas (major types and common names only). SAGE BRUSH
6. Maximum slope of the exposed areas (cut slope, fill slope, etc.)

7. The proposed method of stripping, storing and replacing of top soil. LAYER BY LAYER, WILL BE DONE EQUALLY WITH A NOTICED PATROL. SOIL WILL BE USED TO FILL ROADWAY.

If special erosion problems exist, check the appropriate: (a) Active sand dunes; (b) Alkali areas; (c) Bentonite areas; (d) Other. None.

The following procedure is required: When stripping top soil from the designated area; brush, grass, agricultural crops or other suitable material shall be retained as mulch and incorporated into the top soil. Unless the top soil can be placed directly on the prepared slopes or exposed areas, the top soil shall be stockpiled for future use to cover 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

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depth of approximately six inches. In urban type developments, which have a density of 3 units per acre or more, the owner, during the time the exposed area is being re-vegetated or built upon, shall control blowing dust by either watering or installing snow fence in accordance with Section 10.

8. The proposed method of reseeding or re-vegetation of the exposed areas. **NONE ON THE FARM.**

The following procedure is required: Prior to seeding the slopes, the slopes shall be graded along contours to the designated grade and, where necessary, top soil shall be uniformly spread along contours in accordance with acceptable conservation practices. After the top soil has been uniformly spread, the area shall be scarified along the contours to a depth of approximately six inches leaving furrows. The surface shall be left in an uncompacted, workable condition ready for mulching and re-vegetation. Areas not suitable for scarifying shall be left in a condition satisfactory to the Board or the Board's designee. After the slope or exposed areas have been prepared, the owner shall broadcast commercial fertilizer at a recommended rate based upon a soils analysis, or 40 pounds of available nitrogen and 20 pounds of available phosphorus per acre. Grain straw or grass hay shall then be used at a minimum rate of two tons per acre and anchored to the surface with a disk or coulter mulching machine. The area shall then be seeded using a grain drill with a grass seed attachment or special grass drill. The seeding requirements shall be in accordance with Exhibit "A". Planting depth shall be 1/2 inch to 1/4 inches. Seeding shall be applied between the time the frost leaves the ground in the Spring and before the frost enters the ground in the Fall. The preferable period of seeding is early Spring or late Fall. Should the owner seed the area through the hot months, he would be required to water. Seeded areas must be protected until the new grass seedlings are thoroughly established. Hydraulic mulching will be acceptable after the grass seed has been drilled. Excelsior mats will be acceptable in lieu of mulching.

9. The proposed method of maintaining slopes or exposed areas after mulching and seeding. **NONE NEEDED.**

The following procedure is required: Once an area is mulched and seeded, all surface exposure (grazing and vehicular traffic) shall be prohibited. Reseeding, if necessary, shall follow the procedures outlined in Section 8.

10. The proposed method of controlling wind erosion on those areas that are developed at a time when grass seeding is not practical or the exposed areas will lie fallow for a short period of time. (less than 6 months) **NONE NEEDED**

The following procedure is required: Snow fences shall be located at right angles to the prevailing winds and spaced at intervals of approximately 50 feet. The first fence must be located at the windward edge of the exposed area and continue across the entire site.
11. The proposed method of controlling water erosion on steep slopes or other applicable areas. **NO STEEP SLOPES INVOLVED. WATER RUN OFF WILL BE COLLECTED IN A DRYWALL PITS OF DRAIN, AND PUMPED TO GREENS CREEK.**

The following procedure is required: 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 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.

12. The owner may submit to the Board for their review and approval an alternate method of erosion control other than that required in paragraphs 7 through 11, inclusive. The alternate method shall be denied within 45 days after officially being submitted to the Board, or the owner can assume that the alternate method has been approved by the Board.

13. If the owner fails to initiate or complete the above Erosion Control Conservation Plan, and if the County, at its sole discretion completes an erosion control conservation program that is acceptable and approved by the Board, the owner agrees to pay to the County all costs incurred in initiating and completing the erosion control conservation plan that is acceptable and approved by the Board.

14. This Erosion Control Conservation Plan shall be binding upon and inure to the benefit of all parties hereto, their successors and assigns.

15. The Conservation District is available for consultation on erosion control projects on a voluntary basis.

16. Review and recommendations by the Board or authorized designee:

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**OWNER OR AGENT**

**By the Way Ranch**

**NATRONA COUNTY, WYOMING**

**Chairman or Authorized Designee**

Date 11-1-79

Date Approved
<table>
<thead>
<tr>
<th>Seed Form</th>
<th>Sandy Soils</th>
<th>Loam Soils</th>
<th>Clay Soils</th>
<th>Silt Soils</th>
<th>Drilled Seedings</th>
<th>Drilled Seedings</th>
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<td>White Clover</td>
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<td>6</td>
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</table>

1/ When broadcast seeder is used, the seeding rate will be doubled.

2/ All legumes will be inoculated with appropriate culture.

P.L.S. = Purity of seed (X) germination

USDA-SCS-WY January 1979
**PERCOLATION TEST RESULTS**

Date: Dec 10, 1979

Legal Description: Via One Subdivision Lot # and or Address

Observation hole finding: LOT #3; 10', 1' moist sandy clay, 9' fine dry sandy clay, no ground water.

<table>
<thead>
<tr>
<th>Hole #</th>
<th>Stabilized Rate</th>
<th>Soil Finding &amp; Depth</th>
<th>Time Soaked</th>
<th>Ground Elevation</th>
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<tbody>
<tr>
<td>1</td>
<td>19 min/1&quot;</td>
<td>36&quot; moist fine clay</td>
<td>18 hours</td>
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<tr>
<td>2</td>
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<td>36&quot; fine light clay</td>
<td>18 hours</td>
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<td>3</td>
<td>15 min/1&quot;</td>
<td>36&quot; fine light clay</td>
<td>18 hours</td>
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<tr>
<td>4</td>
<td>8 min/1&quot;</td>
<td>36&quot; fine light clay</td>
<td>18 hours</td>
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<td>5</td>
<td>30 min/1&quot;</td>
<td>36&quot; hard fine light clay</td>
<td>18 hours</td>
<td>5370'</td>
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</table>

Test taken by: Burton W. Hull

Signature: Burton W. Hull

These tests were taken in accordance with Natrona County Design Standards and attested to by me on the 11th day of December, 1979.

Gray C. Wangelin, Wyoming Registration Number/1945, Professional Engineer
PERCOLATION TEST RESULTS

Date: Dec 10, 1979

Legal Description: Via One

Subdivision Block Lot # and or Address

Lot 6 thru 10

Lot 6; 10', 2' sandy moist clay, 4' fine dry clay, 4' very

observation hole finding: sandy clay, no ground water.

Lot 9; 10', 2' moist sandy clay, 8' fine dry clay, no

ground water.

<table>
<thead>
<tr>
<th>Hole #</th>
<th>Stabilized Rate</th>
<th>Soil Finding &amp; Depth</th>
<th>Time Soaked</th>
<th>Ground Elevation</th>
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<td>6 min/1&quot;</td>
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<td>8</td>
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<td>10</td>
<td>14 min/1&quot;</td>
<td>36' fine light sandy clay</td>
<td>18 hours</td>
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</table>

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

These tests were taken in accordance with Natrona County Design Standards and attested to by me on the 11th day of December, 1979.

Gray C. Wangelin, Wyoming Registration Number 1945, Professional Engineer

305712
PERCULATION TEST RESULTS

Date: Dec 10, 1979

Legal Description: Via One Subdivision, Block Lot # and or Address
Lots 11 thru 15
Lot 12; 10' fine moist very sandy clay, no ground water.
Lot 15; 10' fine moist very sandy clay, no ground water.

<table>
<thead>
<tr>
<th>Hole #</th>
<th>Stabilized Rate</th>
<th>Soil Finding &amp; Depth</th>
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<td>14</td>
<td>9 min/1&quot;</td>
<td>36&quot; fine light sandy clay</td>
<td>18 hours</td>
<td>5355'</td>
</tr>
<tr>
<td>15</td>
<td>7 min/1&quot;</td>
<td>36&quot; fine light sandy clay</td>
<td>18 hours</td>
<td>5350'</td>
</tr>
</tbody>
</table>

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

These tests were taken in accordance with Natrona County Design Standards and attested to by me on the 11th day of December, 1979.

Gray C. Wangelin, Wyoming Registration Number 1945, Professional Engineer
PERCLOSATION TEST RESULTS

Date: Dec 10, 1979

Legal Description: Via One Subdivision Block Lot # and or Address Lots 16 thru 20

Observation hole finding: Lot 19; 10' fine moist very sandy clay, no ground water.

<table>
<thead>
<tr>
<th>Hole #</th>
<th>Stabilized Rate</th>
<th>Soil Finding &amp; Depth</th>
<th>Time Soaked</th>
<th>Ground Elevation</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>8 min/1&quot;</td>
<td>36&quot; fine light sandy clay</td>
<td>18 hours</td>
<td>5345’</td>
</tr>
<tr>
<td>17</td>
<td>12 min/1&quot;</td>
<td>36&quot; fine light sandy clay</td>
<td>18 hours</td>
<td>5340’</td>
</tr>
<tr>
<td>18</td>
<td>15 min/1&quot;</td>
<td>36&quot; fine light sandy clay</td>
<td>13 hours</td>
<td>5370’</td>
</tr>
<tr>
<td>19</td>
<td>16 min/1&quot;</td>
<td>36&quot; fine light sandy clay</td>
<td>18 hours</td>
<td>5370’</td>
</tr>
<tr>
<td>20</td>
<td>8 min/1&quot;</td>
<td>36&quot; fine light sandy clay</td>
<td>18 hours</td>
<td>5370’</td>
</tr>
</tbody>
</table>

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

These tests were taken in accordance with Natrona County Design Standards and attested to by me on the 11th day of December, 1979.

Gray C. Wangelin, Wyoming Registration Number/1945, Professional Engineer
PERCOLATION TEST RESULTS

Date: Jan 10, 1979

Legal Description: 

Subdivision: 
Block: 
Lot # and/or Address: Lots 21 thru 25.
Lot 22: 10', 2' moist sandy clay, 2' heavy clay, 2' sandy clay, 4' light sandstone, no ground water.
Observation hole finding:
Lot 25: 10', 2' moist sandy clay, 2' heavy clay, 6' light sandy clay, no ground water.

<table>
<thead>
<tr>
<th>Hole #</th>
<th>Stabilized Rate</th>
<th>Soil Finding &amp; Depth</th>
<th>Time Soaked</th>
<th>Ground Elevation</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>8 min/1&quot;</td>
<td>36&quot; moist light sandy clay</td>
<td>18 hours</td>
<td>5370'</td>
</tr>
<tr>
<td>22</td>
<td>4 min/1&quot;</td>
<td>36&quot; moist very sandy clay</td>
<td>18 hours</td>
<td>5365'</td>
</tr>
<tr>
<td>23</td>
<td>15 min/1&quot;</td>
<td>36&quot; moist light sandy clay</td>
<td>18 hours</td>
<td>5360'</td>
</tr>
<tr>
<td>24</td>
<td>0 min/1&quot;</td>
<td>36&quot; moist light sandy clay</td>
<td>18 hours</td>
<td>5360'</td>
</tr>
<tr>
<td>25</td>
<td>10 min/1&quot;</td>
<td>36&quot; moist light sandy clay</td>
<td>18 hours</td>
<td>5355'</td>
</tr>
</tbody>
</table>

Test taken by: Burton J. Hull
Signature: Burton J. Hull

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Gray C. Wangelin, Wyoming Registration Number 1943, Professional Engineer
PERCOLATION TEST RESULTS

Date: Dec 12, 1979

Legal Description: "Via One Subdivision Block Lot # and or Address
Lot 26 thru 30
Lot 26; 10' 5' moist heavy clay, 7' sandy light clay,
no ground water.
Lot 30; 10' very sandy clay, no ground water.

<table>
<thead>
<tr>
<th>Hole #</th>
<th>Stabilized Rate</th>
<th>Soil Finding &amp; Depth</th>
<th>Time Soaked</th>
<th>Ground Elevation</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>10 min/l&quot;</td>
<td>36&quot; moist sandy clay</td>
<td>12 hours</td>
<td>5350'</td>
</tr>
<tr>
<td>27</td>
<td>34 min/l&quot;</td>
<td>36&quot; moist heavy clay</td>
<td>12 hours</td>
<td>5350'</td>
</tr>
<tr>
<td>28</td>
<td>15 min/l&quot;</td>
<td>1' heavy clay 2' sandy clay</td>
<td>12 hours</td>
<td>5350'</td>
</tr>
<tr>
<td>29</td>
<td>14 min/l&quot;</td>
<td>36&quot; moist sandy clay</td>
<td>12 hours</td>
<td>5345'</td>
</tr>
<tr>
<td>30</td>
<td>15 min/l&quot;</td>
<td>36&quot; moist sandy clay</td>
<td>12 hours</td>
<td>5345'</td>
</tr>
</tbody>
</table>

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

These tests were taken in accordance with Natrona County Design Standards and attested to by me on the 11th day of December, 1979.

Gray C. Mangelin, Wyoming Registration Number 1945, Professional Engineer
PERCULATION TEST RESULTS

Date: Dec. 10, 1979

Legal Description: 41a.01
Subdivision  Block  Lots 31 thru 35
Lot # and or Address

Observation hole finding: Lot 33: 1' moist sandy clay 4' fine dry sandy clay, 5' sharp sand, no ground water.

<table>
<thead>
<tr>
<th>Hole #</th>
<th>Stabilized Rate</th>
<th>Soil Finding &amp; Depth</th>
<th>Time Soaked</th>
<th>Ground Elevation</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>14 min/1&quot;</td>
<td>36&quot; fine light sandy clay</td>
<td>18 hours</td>
<td>5345'</td>
</tr>
<tr>
<td>32</td>
<td>7 min/1&quot;</td>
<td>36&quot; very sandy clay</td>
<td>18 hours</td>
<td>5340'</td>
</tr>
<tr>
<td>33</td>
<td>10 min/1&quot;</td>
<td>36&quot; fine light sandy clay</td>
<td>18 hours</td>
<td>5335'</td>
</tr>
<tr>
<td>34</td>
<td>5 min/1&quot;</td>
<td>36&quot; very sandy clay</td>
<td>18 hours</td>
<td>5330'</td>
</tr>
<tr>
<td>35</td>
<td>5 min/1&quot;</td>
<td>1' sandy clay, 1½' sand</td>
<td>18 hours</td>
<td>5320'</td>
</tr>
</tbody>
</table>

Test taken by: Burton J. Hull  Signature: Burton J. Hull

These tests were taken in accordance with Natrona County Design Standards and attested to by me on the 11th day of December, 1979.

Gray C. Wangelin, Wyoming Registration Number 1943, Professional Engineer

305712
PERCOLATION TEST RESULTS

Date: Oct. 10, 1979

Legal Description: Four Corners, Subdivision, Block Lot # and or Address.
Lot 36: 8' fine dry very sandy clay, 2' sand & gravel, no ground water.
Lot 39: 4' fine dry sandy clay, 4' sand & gravel, no ground water.

<table>
<thead>
<tr>
<th>Hole #</th>
<th>Stabilized Rate</th>
<th>Soil Finding &amp; Depth</th>
<th>Time Soaked</th>
<th>Ground Elevation</th>
</tr>
</thead>
<tbody>
<tr>
<td>36</td>
<td>4 min/1&quot;</td>
<td>36&quot; very sandy clay</td>
<td>12 hours</td>
<td>5350'</td>
</tr>
<tr>
<td>39</td>
<td>6 min/1&quot;</td>
<td>36&quot; very sandy clay</td>
<td>12 hours</td>
<td>5340'</td>
</tr>
<tr>
<td>37</td>
<td>20 min/1&quot;</td>
<td>36&quot; moist light clay</td>
<td>12 hours</td>
<td>5340'</td>
</tr>
<tr>
<td>39</td>
<td>15 min/1&quot;</td>
<td>36&quot; moist sandy clay</td>
<td>12 hours</td>
<td>5320'</td>
</tr>
</tbody>
</table>

Test taken by: Burton T. Hull
Signature: Burton T. Hull

These tests were taken in accordance with Natrona County Design Standards and attested to by me on the 11th day of December, 1979.

Gray C. Wangelin, Wyoming Registration Number 1945, Professional Engineer
EXHIBIT "D"

COVENANTS RESTRICTING AND GOVERNING

LAND USE AND DEVELOPMENT

for

VIA ONE

SUBDIVISION

NATRONA COUNTY

WYOMING

November 1, 1979

305712
ARTICLE I
DEFINITIONS

1. Residential Lots: All of the subdivision lots designated on the recorded plat of the subdivision by lot number shall be single family residential tracts.

2. Via One Subdivision: The words "Via One" as used in these covenants shall mean all of the lands included within this subdivision. Any lands added to Via One shall be in accordance with this instrument and expressly made subject to this Declaration by written amendment filed in the office of the Natrona County Clerk and shall thereafter be deemed a part of the subdivision for purposes of the application of this Declaration.

3. Association: Shall mean and refer to Via One Home Owner's Association, 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 lot which is a part of the Properties, including contract 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 lot and which shall be conveyed to the Association prior to sale, by contract or otherwise, of the first lot, is described as follows:

(a) Streets, roads and thoroughfares as shown on the subdivision plat for the purpose of maintaining, improving and providing access to the lots.
ARTICLE II
OWNERS' ASSOCIATION

1. Membership in Owners Association: 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 of every lot, 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 lot 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 infractio 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, in accordance with the Bylaws, his right of enjoyment of the Common Area to the members of his family, his tenants, invitees, guests or contract purchasers.
ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

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

2. The Association shall have the following class of voting membership:

Class A: Class A members shall be all Owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members; provided, however, there shall exist only one vote for each lot which vote shall be exercised as the Owners of the lot determine.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

1. It is anticipated an Improvement and Service District will be formed pursuant to applicable state statutes to provide road maintenance and other services if not provided by the owner's association. Each property owner realizes his responsibility to pay these or any association assessments as well as those service district assessments as may be imposed or required by governing authorities under the Improvement and Service District.

2. Creation of the Lien and Personal Obligation of Assessments. The Owner of each lot, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase therefor, whether or not expressed in such deed or contract, is and shall be deemed to covenant and agree to pay to the Association:

(a) annual assessment or charges, and
(b) 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 lot (being deemed to be each lot shown on the original subdivision plat) against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's
1. There shall be the personal obligation of the Owner of the lot 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 lot despite a transfer of title.

2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents within the Properties and for the improvement and maintenance of the Common Area.

3. Annual Assessment: Shall be arrived at by the Board of Directors January 1 of the year immediately following the date of the conveyance of the first lot to an Owner.

4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment for capital improvement shall have the assent of two-thirds (2/3) of the votes of the members of the Association who cast votes in person or by proxy at a meeting duly called for this purpose.

ARTICLE VI
ARCHITECTURAL COMMITTEE

1. Architectural Committee: The Architectural Committee ("Committee") shall mean the Board of Directors of the Association, as said Board of Directors is presently constituted and shall be constituted from time to time in the future or a separate Committee composed of three (3) or more members named by such Board of Directors from its own membership. Said Committee shall have and exercise all the powers, duties, and responsibilities set forth in this instrument.

2. Approval by Architectural Committee: No improvements or construction of any kind including, but not limited to dwelling houses, barns or stables, swimming pools, tennis courts, ball
courts or fields, ponds, flag poles, antennas, fences, walls, garages, drives, parking areas, curbs, gutters and walks shall be constructed or altered nor shall natural vegetation be altered or destroyed unless plans for such improvement, construction or alteration be approved in writing by the Committee prior to the commencement of work. If the Committee fails to take action within thirty (30) days after plans for such work have been submitted, then all of such submitted plans shall be deemed to be approved, so long as such improvements comply with the restrictive covenants herein set forth as minimum restrictions. In the event the Committee shall disapprove the plans, the person or association submitting such plans may appeal to the next annual or special Association membership meeting. At such meeting a vote of two-thirds (2/3) of each class of members casting votes in person or proxy shall be required to overturn the decision of the Architectural Committee.

3. Variances: Where circumstances, such as topography property lines, location of trees, vegetation, or other physical interference requires, the Committee may, by a two-thirds (2/3) vote, allow reasonable variances to the covenants herein contained.

4. General Requirements: The Committee shall exercise its best judgment with respect to all construction, landscape improvement and alterations within the subdivision in an effort to provide improvements that are complimentary to the natural surroundings and existing structures with the visual design, materials, color, site, location, height, topography, driveway, grade, and finished ground elevation. The Committee shall protect the seclusion of each home location form other sites insofar as possible.

5. Preliminary Approvals: Persons or associations who anticipate constructing improvements or causing improvements to be constructed within the subdivision must own land in Via One; provided, that person who contemplate the purchase of land may submit a preliminary design of improvements to the Committee for informal review. The Committee shall not be committed or bound by any informal review until complete design plans are submitted and approved or disapproved but shall endeavor where practical to suggest such changes or alterations as may be required prior to
final approval.

6. Plans: The Committee shall disapprove any plans submitted which are not sufficient for them to exercise the judgment required by these covenants.

7. Committee Not Liable: The Committee shall not be liable in damages to any person or association submitting any plans for approval, or to any owner or owners of lands within the subdivision by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or association acquiring the title to property in the subdivision, or any person or association submitting plans to the Committee for approval, by so doing does agree and covenant that he or it will not bring any action or suit to recover damages against the Committee, its members as individuals, advisors, employees, agents, or developer.

8. Written Records: The Committee shall keep for at least five (5) years complete records of applications submitted to it (including one set of all architectural plans so submitted) and actions of approval or disapproval and other actions taken by it under the Provisions of this instrument.

ARTICLE VII

GENERAL RESTRICTIONS ON ALL LOTS AND TRACTS

1. 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.

2. Uses: Each lot within the Subdivision shall be utilized for one single family residential site only.

3. Prohibited Activities: Except that the dwelling on any lot in the area may be leased by the owner or owners thereof for rental income purposes, no business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature, whether or not conducted for a profit, shall be operated, maintained, or conducted on any lot in the area or on any improvement erected or placed therein, nor shall any dwelling, or any part thereof,
be used as a boarding or rooming house, nor shall any mining or
quarrying operations or operations for drilling of any oil or
gas well be conducted or permitted in the area, nor shall any
signs, billboards or advertising devices, except as hereinafter
provided, be erected, placed or permitted to remain on any lot
in the area.

4. Signs: One "For Rent" or "For Sale" sign, which shall
be no larger than six (6) square feet, shall be permitted. One
entrance gate sign identifying the owner or occupant of the
property, of a style and design as approved by the Committee,
shall be permitted; otherwise, no advertising signs, billboards,
unsightly objects, or nuisances shall be erected, altered, or
permitted on any tract or lot.

5. Animals and livestock: It shall be permissible for the
Owners of a lot, in addition to household pets, to own and main-
tain on the lot two (2) cows or two (2) horses (three (3) sheep
will be considered as one cow). These animals will be required
to have supplemental feed and be kept in good condition. All
animals must be kept within the confines of the lot, on lease or
under control and under any circumstances the use shall be sub-
ject to applicable state and county zoning ordinances should a
different use be required thereof.

Except as herein specified, no other animals, livestock or
pets shall be deemed a permissible use. In the event the
Committee should determine that animals maintained on a lot,
even though permissible within this provision, have become or
constitute a nuisance to other Owners in the Subdivision the
Committee is granted the authority to restrict such use in such
manner as it deems appropriate.

6. No Re-subdivisions: No lot reflected on the recorded plat
shall be re-subdivided into small tracts or lots, nor conveyed
or encumbered unless the entire lot is so conveyed or encumbered;
however, conveyances or dedications of easements for utilities or
private lanes or roads may be made.

7. Service Yards - Trash and Garbage: (a) Clothes lines,
service equipment, trash, woodpiles, or storage areas shall be
screened by planting or fencing to conceal them from view of
neighboring lots, drives and roads. All refuse and trash shall be removed from all lot and tracts and shall not be allowed to accumulate.

(b) Each residence in the subdivision shall have an electric garbage disposal installed in the kitchen sink, a trash compactor and shall have suitable garbage containers for trash and rubbish. If garbage containers are to be outside the residence or garage, it must be an underground container of thirty-five (35) gallon capacity or more, and such underground container shall be mechanically adequate for the purposes thereof and shall be located where the same will not be subject to vehicular damage.

8. Underground Utility Lines: All water, gas, electric utility, cable television and telephone lines with the limits of the subdivision shall be underground except such necessary above ground facilities as may be incident thereto. Utilities shall, where possible, be installed within road right-of-way or easements as indicated.

9. Fences: All fences on road frontage and side fences running back along the property line to a point even with the front of the residential structure on said lot shall be of rail or other suitable open wood construction approved by the Architectural Committee. The remaining side and back fences may be woven or barbed wire. If the fences are not woven wire, a minimum of four (4) strands must be used. Posts for all fences shall be spaced no more than a maximum of one (1) rod apart.

ARTICLE VIII

RESTRICTIONS ON RESIDENTIAL TRACTS

1. Number and Locations of Buildings: No buildings or structures shall be placed, erected, altered, or permitted to remain on any residential lot other than:

(a) One detached single-family dwelling or guest house;

(b) an attached or detached garage; and

(c) a service type barn, stable or shed.

No dwelling shall be placed, erected, altered, or permitted to remain on any residential lot or location except as permitted by the Committee.

2. Mobile Homes: No mobile home shall be permitted. Modular or component houses are acceptable provided they are
placed on a permanent foundation, provided, however, that all requirements of paragraph 4 below, are met and approval is secured from the Architectural Committee.

3. **Minimum Setback Requirements:** Each building on a lot shall have minimum setback distances measured from the lot lines to the nearest wall of such structure, as follows:
   (a) front and side setbacks - forty (40) feet;
   (b) rear setback - twenty-five (25) feet.

4. **Square Footage:** The ground floor (1st floor) area of the single family dwelling, exclusive of porches, carports or garages, shall not be less than 1,400 square feet for a one-story dwelling or 1,200 with attached garage. Where a single family dwelling contains more than one level (including split level or tri-level) the first two (split) levels shall equal no less than 1,200 square feet of floor area.

5. **Towers and Antennas:** No towers shall be permitted. Radio or television antennas shall be subject to approval of the Architectural Committee.

6. **Landscape Development:** All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover. Irrigated areas may be cropped or planted to pasture.

7. **Tanks:** One fuel storage tank per lot shall be permitted; provided, however, that such fuel tanks are located in the rear yards, and at least thirty (30) feet distance from any building. Such fuel tanks shall have a capacity of no greater than 500 gallons each.

8. **Used or Temporary Structures:** No temporary house, mobile home, basement, trailer or other structure of a non-permanent nature shall be allowed on any lot as a place of residence or habitation either permanently or temporarily. Construction of any new residential structures or outbuildings shall be completed in no more than one hundred twenty (120) days from the date construction commences.

9. **Off-street Parking:** Each dwelling shall be constructed with adequate off-street parking area for at least two (2) auto-
mobiles per residence. No parking shall be allowed within the boundaries of any road right-of-way. No trailers, campers, motor or mobile homes, boats, snowmobiles, snowmobile trailers or similar vehicles of any kind shall be allowed to be parked or stored on any lot except in the rear portion thereof. For purposes of this paragraph "rear portion" is defined as that portion of a lot which has as its front boundary a line parallel with the road fronting said lot and passing through the corner of the residence furthest therefrom or in the instance of a corner lot, bordered by two roads, it shall be that portion having as its front boundary lines parallel with each road and passing through the corners of the residence furthest therefrom.

10. Sanitary Systems: No sewerage disposal shall be constructed, altered, or allowed to remain or used unless fully approved as to design, capacity, location and construction by all proper health agencies of Natrona County. Systems shall be completed within thirty (30) days from date of commencement.

11. Land Uses: No improvements nor any noxious activity shall be permitted on any residential lot which is or might become a nuisance to adjoining residential tracts.

ARTICLE IX
EASEMENTS

1. Utility Easements: Utility easements shall be perpetual easements within the subdivision boundary, on and along ten (10) feet on either side of all property lines, and on and along all roadways, for the purpose of constructing, maintaining, operating, replacing, enlarging, and repairing power, telephone, storm drainage, sewer, gas and similar lines, pipes, wires, ditches and conduits for the benefit of the subdivision and for the extension of such facilities into and development of lands adjacent to the subdivision.

2. Easements for Private Roads or Lanes: Easements for private roads or lanes shall be perpetual easements across all roads and roadways in the subdivision for ingress and egress to
lands owned and proposed to be developed adjacent to the subdivision.

3. Dedicated Roads and Maintenance: The Developer shall construct all roads 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 until such time as the same may be transferred to and accepted by Natrona County, Wyoming or such other duly constituted governmental agency as may take over such roads for public purposes.

ARTICLE X
ENFORCEMENT

1. Enforcement Actions: The Architectural Committee 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 Owners. In addition, each Owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation.

2. Limitations of Actions: 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) days limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

ARTICLE XI
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, 2000, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each.

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 seventy-five (75) percent of the privately owned land included within the boundaries of Via One Subdivision, as the same may then be shown by the plat on file in the Office of the Clerk 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 person 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.
THAT WHEREAS, By The Way Ranch owner of Via One Subdivision, as plotted and filed with the Commissioners of Natrona County, Wyoming,

IN WITNESS WHEREOF, these covenants have been executed at Casper, Wyoming on this 30th day of May

By The Way Ranch

W. W. Butler, Gen. Partner

STATE OF WYOMING
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by W. W. Butler General Partner of By the Way Ranch, this 30th day of May

Witness my hand and official seal.

My Commission expires: 11-16-83

EVELYN S. MOLYNEUX—Notary Public
County of Natrona, State of Wyoming
My Commission expires November 16, 1983

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