

ENTERPRISE SUBDIVISION
COVENANTS

These covenants are made by all persons now owning any right, title, interest or equity in and to those lands described as follows, to-wit:

Lots 1, 2, 3 and 4 of Enterprise Subdivision, being a subdivision of part of Lot 64 in Township 55 North of Range 99 West, Park County, Wyoming

W I T N E S S E T H:

1. The road shown and designated on the plat as "private road" shall at all times be maintained and kept open as a private road for the use and enjoyment of the owners of all lots within the subdivision and their employees, agents, guests and business invitees. The road shall be initially constructed by Enterprise 81 Ltd., a limited liability company, to meet the minimum requirements of Section 22 of the Park County Subdivision Regulations and thereafter each owner shall maintain in good condition and repair that portion of the road which adjoins the lands of such owner.

2. No building, structure or land shall be used except in conformance with the regulations specified by the Official Zoning Resolution of Park County, Wyoming as now in effect and as may be hereafter amended. The property is presently zoned as "Business District" which is the present intended use.

3. An easement for construction, operation and maintenance of electric power, telephone, cable television and natural gas lines and conduits is granted in and upon the private road identified on the plat of the subdivision. Such utilities shall, where practical, be located to the edge and paralleling the road or at approximately right-angle crossings thereof.

4. Attached hereto as Exhibit "A" and made a part hereof is a Water Use Plan providing for use and distribution of irrigation water upon the individual lots of the subdivision.

5. The covenants herein contained are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. The provisions of these covenants, excepting paragraph 2 hereof (relating to use) may be amended or altered by instrument in writing executed by the owners of all of the lots and lands within the subdivision. After the expiration of twenty-five (25) years, the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change such covenants in whole or in part.

6. Any person or persons owning any portion of Lots 1 through 4, inclusive, of Enterprise Subdivision may prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

IN WITNESS WHEREOF, the undersigned, being the owner of record title of all of the lands above described, has hereunto set its hand this 20th day of April, 1982.

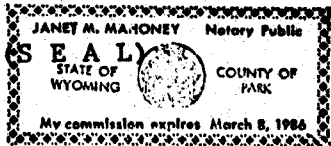
ENTERPRISE 81 LTD., a limited liability company

By: [Signature]
MANAGER

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Robert J. Bishopp, Manager of Enterprise 81 Ltd., a limited liability company, this 30th day of April, 1982.
WITNESS my hand and official seal.

[Signature]
Notary Public



WATER USE PLAN
ENTERPRISE SUBDIVISION
PARK COUNTY, WYOMING

Enterprise 81 Ltd., a limited liability company, is the owner of approximately eleven (11) acres of land in Lot 64 in Township 55 North of Range 99 West of the 6th P.M., Park County, Wyoming, which area it is proposed to subdivide as a subdivision known as "Enterprise Subdivision".

There are adjudicated water rights which accompany and are appurtenant to such land. The water is delivered to such land through the facilities of the Shoshone Irrigation District.

This plan is submitted for the use and distribution of irrigation water upon the individual lots of the subdivision.

The owner or owners of any lot within the subdivision may at any time relinquish, transfer or abandon the right to irrigation water for such land, provided satisfactory arrangements are made with the Shoshone Irrigation District to relieve such lands from any further assessments of the District.

This Water Use Plan shall be a covenant running with the lands and shall be binding upon all future owners of lands within Enterprise Subdivision.

1. An easement and right-of-way is hereby established and granted along the west boundary of the subdivision for operation and maintenance of a ditch to convey irrigation water to lands within the subdivision; and an easement and right-of-way is established and granted along and within the private road upon the east boundary of the subdivision for operation and maintenance of a waste water ditch. All owners of lots within the subdivision shall have access to such easements for care, operation and maintenance of such ditches. This easement and right-of-way shall terminate whenever all lands within the subdivision

have relinquished, abandoned or terminated their right to the use of irrigation water delivered through the facilities of the Shoshone Irrigation District and have been relieved from assessments of the District.

2. Irrigation water is taken from the Shoshone Irrigation District distribution system on the Frannie Canal at Gate No. 2F-8 within said Lot 64. Water is delivered to the subdivision to the present field lateral running east from the diversion gate, along Highway 14-A right-of-way to the southwest corner of the subdivision; thence north in the field ditch located along the west side of the subdivision and along the west boundary of each lot within the subdivision.

3. The owner of each lot who desires to use irrigation water from the distribution system shall, at such owner's own expense, construct, install and maintain an appropriate turnout or diversion box for the use of the lands of such owner.

4. The owner of each lot which uses irrigation water from the diversion system shall install, construct and maintain a culvert under the private road along the east boundary of the subdivision for removal of waste water.

5. Waste water will be diverted through a waste water ditch along the east side of the private road right-of-way on the east boundary of the subdivision and will flow thence northerly into Lateral B of the Shoshone Irrigation District.

6. Water distribution is controlled by normal gravity flow across each lot from west to east.

7. A waste water drop is in place at the north end of the subdivision for the release of the waste water into Lateral B.

8. The amount of water available to each lot within the subdivision shall be determined by the Shoshone Irrigation

District. The total amount of water for use of all lands within the subdivision is approximately 2.6 acre-feet per year.

IN WITNESS WHEREOF, Enterprise 81, a limited liability company, as the owner of all lands and lots within the subdivision, does hereby make, execute and adopt this Water Use Plan this 13th day of April, 1982.

ENTERPRISE 81 LTD.,
A Limited Liability Company

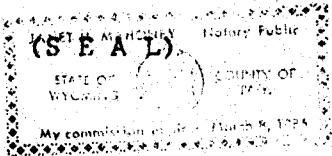
By: [Signature]
Manager

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Robert J. Bishopp, Manager, Enterprise 81 Ltd., a limited liability company, this 4th day of May, 1982.

WITNESS my hand and official seal.

[Signature]
Notary Public



State of Wyoming } ss.
County of Park }
This instrument was filed for record
on the 6 day of May
1982 at 8:05 o'clock A m. and
duly recorded in Microfilm Book 71
records on page 675
I, [Signature] Register of Deeds
No. 200605 Deputy

Robert J Bishopp
Box 1025
Powell, Wyoming