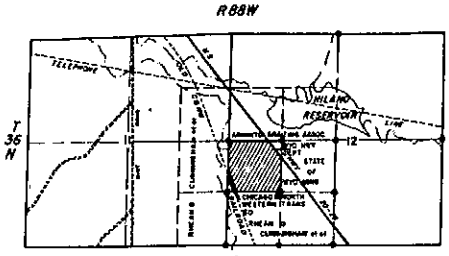


PLAT OF
HILAND ACRES
BEING A SUBDIVISION OF
A PORTION OF NW 1/4 SW 1/4, SECTION 12
T36N, R88W of the 6th P.M.
NATRONA COUNTY, WYOMING
SCALE 1"=100'
CERTIFICATE OF OWNERS



We, Robert E. Steelman and Carla J. Steelman, husband and wife, do hereby certify that we are the owners and proprietors of the lands included in the foregoing subdivision located in and being a portion of the NW 1/4 SW 1/4, Section 12, T36N, R88W of the 6th Principal Meridian, Natrona County, Wyoming, and that this plat is in accordance with the desires and is with the free consent of the undersigned owners and proprietors of said lands which are more particularly described by metes and bounds as follows:

Beginning at the northwest corner of the NW 1/4 SW 1/4, identical with the west 1/4 corner of said Section 12, said corner monumented by a standard General Land Office brass cap in place;
thence along the north line of the NW 1/4 SW 1/4, identical with the east-west centerline of said Section 12, N88°24'44"E a distance of 752.297 feet to a point on the southwesterly right of way of U.S. Highway 20-36, said point monumented by a G.E.L.S. Inc. brass cap;
thence along said highway right of way, S45°54'27"E a distance of 611.313 feet to a point, said point being the point of curvature of a curve to the right, identical with the point of tangency of a curve in said highway right of way, said point monumented by a G.E.L.S. Inc. brass cap;
thence continuing along said highway right of way a distance of 287.954 feet on the arc of said curve to the right having a Delta of 2°55'50", Radius of 5679.573 feet, Long Chord - Bearing - S44°26'32"E - Distance = 287.923 feet, to the point of intersection with the east line of the NW 1/4 SW 1/4 of said Section 12, said point monumented by a G.E.L.S. Inc. brass cap;
thence along the east line of the NW 1/4 SW 1/4 of said Section 12, S0°00'47"W a distance of 675.488 feet to the Southeast corner of the NW 1/4 SW 1/4, identical with the Southwest 1/16 corner of said Section 12, said corner monumented by a G.E.L.S. Inc. brass cap;
thence along the south line of the NW 1/4 SW 1/4, S88°29'27"W a distance of 1106.879 feet to the point of intersection with the northeasterly right of way line of the abandoned Chicago and North Western Railroad, said point monumented by a G.E.L.S. Inc. brass cap;
thence along said railroad right of way line, N22°00'31"W a distance of 767.355 feet to the point of intersection with the west line of the NW 1/4 SW 1/4, identical with the west line of said Section 12, said point monumented by a G.E.L.S. Inc. brass cap;
thence along the west line of the NW 1/4 SW 1/4 and west line of said Section 12, N0°10'00"E (G.L.O. Record and base bearing of this plat) a distance of 603.371 feet to the northwest corner and point of beginning of the parcel herein described;
encompassing an area of 35.259 acres more or less.

and as appears on this plat shall be known as "HILAND ACRES" a subdivision of Natrona County, Wyoming, said owners, in recording this plat have designated a strip of land as shown on this plat as "Hiland Lane", which road is reserved by the undersigned owners for the use and enjoyment of the owners of the lots in said subdivision and for transfer to "Hiland Acres Property Owners Association", all in accordance with the document covering the subdivided land and recorded in Natrona County records in Book 71-Visa on page 103 on Sept. 21, 1975. Said document is by this reference herein incorporated and made a part of this plat as if set forth at length.

The undersigned owners and proprietors of said foregoing subdivision and the lands therein contained, waive and relinquish all rights they may have thereto by virtue of the Homestead Exemption Laws of the State of Wyoming.

Dated at Casper, Wyoming, this 19th day of May, 1978.

Robert E. Steelman
Robert E. Steelman, Husband
Carla J. Steelman
Carla J. Steelman, Wife

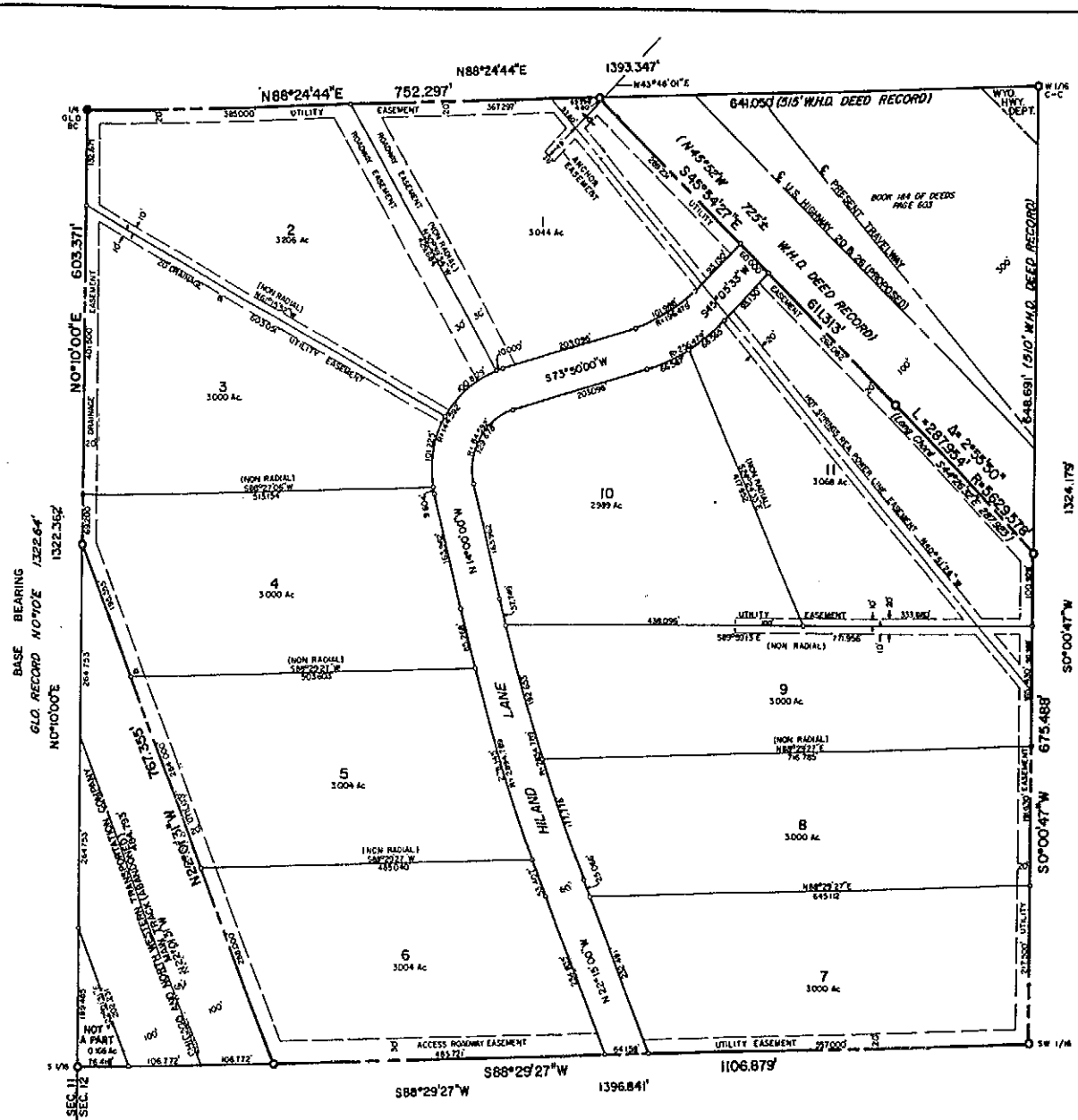
STATE OF WYOMING)
COUNTY OF NATRONA) ss
The foregoing instrument was acknowledged before me by Robert E. Steelman and Carla J. Steelman, this 19th day of May, 1978.
Witness my hand and official seal.
My commission expires: Oct. 11, 1980

Robert Cronin
Notary Public

APPROVALS
Approved by the board of County Commissioners of Natrona County, Wyoming by Resolution duly passed on the 15th day of AUG, 1978.

ATTEST: *John P. Brundie*
COUNTY CLERK
Inspected and approved on the 10th day of June, 1978. *H. H. ...*
Inspected and approved on the 6 day of July, 1975. *W. H. ...*
Inspected and approved on the 12 day of September, 1978. *F. O. ...*

Filed for record in the office of the County Clerk of Natrona County, Wyoming on this ___ day of ___ 19__.



PLAT & SURVEY BY
GLOBAL ENGINEERING & LAND SURVEYING INC.
NUMBER 2 ENGLISH DRIVE CASPER, WYOMING
190 SOUTH CACHE JACKSON, WYOMING
JOB NUMBER MAY 15, 1978 178C-3453
PLANNER

GLOBAL ENGINEERING & LAND SURVEYING INC.
NUMBER 2 ENGLISH DRIVE CASPER, WYOMING
C. L. DOWDELL PRESIDENT
OWNERS / SUBDIVIDERS
ROBERT E. & CARLA J. STEELMAN
PO BOX 187 HILAND, WYOMING

CERTIFICATE OF SURVEYOR
STATE OF WYOMING)
COUNTY OF NATRONA) ss
I, C. L. Dowdell, of Casper, Wyoming, do hereby certify that this plat was prepared from notes taken during an actual survey made by me and others under my direction on February 10, 1978, February 14, 1978, and March 3, 1978, and that this plat correctly represents the results of said survey, and the foregoing "HILAND ACRES", a subdivision of Natrona County, Wyoming; that all boundaries, lots and roadway are or shall be well and accurately marked and identified; all dimensions are expressed in feet and decimals thereof and courses referred to the true meridian; that the field closure of said survey is 1:325,184 before adjustment; that adjustment was made using the compass method; that said survey was executed using a Hewlett-Packard Model 3810A distance meter; all being true and correct to the best of my knowledge and belief.
Wyoming Registration No. 522, Land Surveyor
The foregoing instrument was acknowledged before me by C. L. Dowdell, this 19th day of May, 1978.
Witness my hand and official seal.
My Commission expires: Oct. 11, 1980

LEGEND AND GENERAL NOTES
● Indicates General Land Office Brass Cap - Certified Land Corner Recordation Certificate Filed
○ Indicates Global Engineering & Land Surveying, Inc. Brass Cap - Certified Land Corner Recordation Certificate Filed
○ 5/8" Rebar With An Aluminum Cap Appropriately Marked
NO PROPOSED DOMESTIC WATER SOURCE
NO PROPOSED PUBLIC SEWERAGE DISPOSAL SYSTEM
NO PUBLIC MAINTENANCE OF STREETS OR ROADS

AV

DECLARATION, COVENANTS, CONDITIONS
AND RESTRICTIONS
HILAND ACRES SUBDIVISION

Compliments of
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

THAT ROBERT E. STEELMAN and CARLA J. STEELMAN, the Declarants, hereinafter referred to as Landowners, are the owners of all that certain real property situate in Natrona County, State of Wyoming, known and described as Hiland Acres Subdivision of Natrona County, Wyoming, as more particularly described on Exhibit "A" attached, shown on the plat and dedication thereof duly recorded in the office of the County Clerk of Natrona County, State of Wyoming, in Book 292 of Deeds at page 269 and

FOR AND IN CONSIDERATION of the premises, said Landowners hereby, and by these presents make, publish, declare and impose upon all of the real property within said subdivision the following conditions, restrictions, stipulations, agreements and covenants governing the development and use thereof, and hereby declare that the same shall be and hereby are covenants running with all of said real property; and shall be binding upon the undersigned and all persons claiming through or under them from and after the first lot sale therein, and shall be for the benefit of, and shall limit and restrict all future owners of lots within this Subdivision as follows, to-wit:

RECORDED Sept 26 1978 AT 8:43 O'CLOCK AM
IN BOOK 11 OF Misc. PAGE 103
NO. 246531
JOHN J. TOBIN
COUNTY CLERK

ARTICLE I

DEFINITIONS

1. Hiland Acres Subdivision: The words "Hiland Acres Subdivision" as used in this instrument shall mean all of the land included within the boundaries of this Subdivision.
2. Lots: Shall include all of the subdivision Lots

designated on said recorded plat of this Subdivision of any portion thereof individually owned.

3. Association: Shall mean and refer to the Hiland Acres Subdivision Association.

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

5. Common Area and Facilities: Shall consist of all property or interests 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 and hereby is conveyed by Landowners to the Association at the time of sale of said first lot, is described as follows:

Road or thoroughfare as shown on the Sub-division plat for the sole purpose of maintaining, improving and providing access, and ingress and egress to all lots, ditches and easements for maintenance and improvements.

In addition, the Association at the time of the conveyance of the first lot shall be and hereby is granted by Landowners an exclusive right together with the Owner or operator of that business presently known as the Hiland Store to use those facilities known as the Hiland Dump Grounds for the disposal of solid waste material subject to the Association's obligation to assume proportionately those costs and expenses of whatever kind incurred and associated with the maintenance, improvement and use of said facilities occasioned by the use of said Association's members.

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HILAND ACRES SUBDIVISION OWNERS' ASSOCIATION

Membership: Any person, corporation or association who owns or acquires title in fee to any lot in said Subdivision shall, upon such ownership, be and become a member 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 and Facilities which shall be appurtenant to and shall pass with the title to every lot in the Subdivision, subject to the following:

- (a) The right of the Association to charge reasonable fees for maintenance of the Common Area or any part thereof and use of the solid waste disposal facilities.
- (b) The right of the Association to suspend use of the Common Area and Facilities, by an owner for any period during which any assessment against the owner's lot is due and unpaid.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, utility or the like, upon such conditions as its Board of Directors may determine; 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 by proxy at a meeting duly called for such purpose.

2. Delegation of Use: Any owner, including contracting buyers, may delegate any of his right of enjoyment to the Common Area and Facilities to his tenants, invitees, customers or guests.

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MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

1. Every record title owner of a fee simple title to any lot within the Subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from record title ownership of any lot which is subject to assessment.

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

Class A. Class A members shall be any such owner with the exception of Landowners 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 by the majority of such owners of the lot.

Class B. Class B members shall be Landowners who shall be entitled to two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership with appropriate diminution of votes on the happening of either of the following events, whichever first occurs:

- (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, 1985; or
- (c) in the event that Landowners retain lots within the subdivision for development purposes, each such lot, when development is completed, will obtain Class A status if such development occurs before 1985.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS1. Creation of a Lien and Personal Obligation ofAssessments:

Landowners hereby covenant, and all subsequent owners of each lot, their heirs, successors and assigns, by acceptance of



deed or execution of contract to purchase, and whether or not expressed in such deed or contract, do hereby, and are deemed to covenant and agree to pay the Association:

(1) annual assessments or charges, and

(2) special assessments for capital improvements;

such assessments to be established and collected as hereinafter provided. Any annual and special assessments, together with interest from due date, costs and reasonable attorney's fees for collection, shall constitute a charge on each lot and shall be a continuing lien on that lot shown on the original Subdivision plat against which each such assessment is made. Payment of each such assessment, together with interest from due date, costs and reasonable attorney's fees for collection, shall be the personal obligation of the owner of the lot. The personal obligation for delinquent assessments shall not pass to such owner's successor in title unless expressly assumed, however, the lien created, in any event, shall continue and be a charge against said lot.

2. Purpose of Assessment: Any assessment levied by the Association shall be used exclusively to maintain, repair, or rebuild roads, drainage ditches and easements and waste disposal area.

3. Maximum Annual Assessment: Until such time as Twenty-five Percent (25%) of the lots in the Hiland Acres Subdivision shall be either conveyed, contracted for or otherwise sold by Landowners, they shall bear all costs of road maintenance. From and after such time as Twenty-five Percent (25%) of the lots in the Hiland Acres Subdivision are either conveyed, contracted for or otherwise sold by Landowners, the annual assessment shall be determined subject to the following conditions:

- (a) The maximum annual assessment will be \$150.00 per lot per year and may be increased each year not more than 6% above the maximum assessment for the previous year without a vote of the membership.

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- (b) The maximum annual assessment may be increased above 6% only by a vote of two-thirds (2/3) of each class of members who may cast votes in person or by proxy at a meeting duly called for this purpose.
- (c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in or upon the Common Area and Facilities.

5. Notice and Quorum for Any Action Authorized Under Paragraphs 1, 2, 3 and 4 of This Article: Written notice of any meeting called for the purpose of taking any assessment action authorized under Paragraph 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 their 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 then 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. Uniform Rate of Assessment: Except as otherwise herein-after provided, both annual and special assessments shall be fixed at a uniform rate for all lots and may be collected on a monthly basis or such other basis as set by the Board of Directors of the Association. It is further provided that the assessment for all lots owned by Landowners upon which no privately owned improvements have been constructed shall be

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fixed at no more than one-half (1/2) of the assessment rate for other lots until January 1, 1985.

7. Date of Commencement of Annual Assessments: The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period which, unless changed by a majority vote of the Board of Directors, shall commence on the 1st day of each calendar year; provided, however, failure of the Board of Directors to fix an assessment within the time provided therefor shall not preclude the Board from thereafter fixing an assessment for any annual assessment period. Written notice of such annual assessment shall be mailed to every owner subject thereto at least thirty (30) days prior to the first such payment due date. The date such assessment shall come due shall be established by the Board of Directors of the Association and it shall, upon demand of any owner or person so authorized by the owner, and for a reasonable charge, furnish a certificate signed in behalf of the Association setting forth whether the assessments on a specified lot have been paid.

8. Effect of Non-payment of Assessment: Remedies of the Association: Any assessment or installments thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may, in its name and at its option, bring an action at law against the owner obligated to pay the same, and/or foreclose its lien. No owner may waive or otherwise escape liability for payment of any assessment provided for herein by non-use of the Common Area and Facilities or abandonment of his lot.

9. Subordination of Lien to Mortgage: The lien of any assessment provided for herein shall be and is hereby declared

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subordinate to the lien of any first mortgage holder. Sale or transfer of any lot shall not affect such assessment lien. However, a transfer of any lot pursuant to mortgage foreclosure or proceeding in lieu thereof shall extinguish the lien of any such assessment due or becoming due prior to such transfer; but such lot shall not be relieved from liability for any assessment thereafter becoming due or the lien therefor.

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ARTICLE VII

SUBDIVISION RESTRICTIONS

1. Maintenance: The following conditions, limitations and restrictions shall govern the maintenance and use of each lot in this Subdivision:

- (a) Fencing shall be kept clean and clear of weeds, trash and debris and by each owner of each lot.
- (b) Noxious weeds shall not be permitted to exist on any lot or flourish unchecked and diligent action toward their eradication must be taken by owner upon discovery or notice of their existence.
- (c) Uncontrolled growth of weeds or brush or the accumulation of trash and debris along the roadway shall not be permitted; each owner shall have the duty of controlling such condition with respect to the roadway abutting his lot.
- (d) Drainage ditches shall be kept clear, open and in good condition at all times by the owner of each lot upon which the same is located when use of any said ditch for any purpose shall be desirable. The opening and maintaining of such ditches shall be the duty of each owner and for the benefit of his lot and the lots of other owners served thereby.
- (e) Garbage, rubbish or trash resulting from use of each lot shall not be permitted to accumulate and shall be disposed of or removed by each lot owner with reasonable promptness and in a manner consonant with good sanitation practices. No solid waste land fills or disposal areas shall be permitted upon individual lots but instead

garbage, rubbish or trash shall be removed to those facilities for disposal provided by the Association as further described in Paragraph 5 of Article I.

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(f) No conditions which constitute or create a nuisance or an unreasonable annoyance to other property owners in the subdivision shall be created or permitted to exist.

★ (g) No junk yards or any uses inconsistent with the Land Use Classification of this Subdivision as defined and set forth in appropriate Resolution of the Board of Commissioners of Natrona County, Wyoming and filed in the office of the County Clerk, Natrona County, Wyoming, shall be permitted to exist.

(h) Owner shall, if necessary and at his own expense, install a culvert with a minimum size of 18 inches in diameter in each entrance serving his lot.

2. Construction Requirements and Restrictions: All

septic or sewer and water systems on said lots shall be subject to all Natrona County and State of Wyoming rules, regulations and laws now or hereafter in effect; and buildings and other improvements shall be adequately and safely wired for electricity in full compliance with all present and future requirements of the United States Electrical Contractor's Code.

ARTICLE VIII

EASEMENTS

1. Utility Easements: Landowner hereby reserves, during his lifetime, the non-exclusive executory authority and right to grant a perpetual easement within the Subdivision boundary, on, in, over and under all road easements, and any other easements shown on the Subdivision plat, for the purpose of constructing, maintaining, operating, replacing, enlarging and repairing power, telephone, water, irrigation, storm drainage, sewer, gas, and similar lines for pipes, wires, ditches and conduits for the benefit of the Subdivision and/or for extension of such facilities into lands adjacent to the Subdivision.

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2. Dedicated Roads and Maintenance: Landowner shall construct all roads as shown on the Subdivision plat. Except as provided in Section 3 of Article V, the Association shall have and assume all responsibilities and obligation of maintenance and/or improvement of roads, until such time as the same may be transferred to and accepted by Natrona County, Wyoming, or such other governmental unit as shall take over such roads for public purposes.

ARTICLE IX

ENFORCEMENT

1. Enforcement Actions: The Board of Directors of the Association shall have the right and may enforce any provision of this instrument by injunctive relief or as hereinbefore provided on behalf of itself as well as all or any Subdivision lot owner. In addition, each aggrieved owner shall have the right to prosecute an action for injunctive relief or damages for violation of any provision hereof by another owner.

2. Limitations on Action: In the event any construction, or improvement is commenced upon any lot in the Subdivision which is in violation of any provision hereof and no injunctive suit is commenced because of such violation within thirty (30) days after such a violation is recognizable, injunctive or other equitable relief shall be denied; but an action for damages shall remain and be available to any aggrieved lot owner. Said thirty (30) day limitation shall not apply to injunctive relief for violation of any other provision hereof.

ARTICLE X

GENERAL PROVISIONS

1. Severability: Should any provision or any part thereof in this instrument contained, be declared invalid or unenforceable

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by any court of competent jurisdiction, such determination shall not affect the validity of the remaining provisions hereof.


2. Effect and Duration: The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each lot in the Subdivision, and each lot owner therein, his successors, representatives and assigns and the same or any amendments thereto as hereinafter set forth, shall continue in force and effect until January 1, 1998, at which time they shall be automatically extended for three (3) successive terms of ten (10) years each, unless the Board of Directors of the Association shall have the assent of two-thirds (2/3) of the votes in each class of membership who cast votes in person or by proxy at a meeting called prior to January 1, 1998, to terminate such covenants, conditions and restrictions.

3. Amendments: Any condition, restriction, stipulation, or agreement and covenant contained herein shall not be waived, abandoned, terminated or amended excepted by written consent of the owners of seventy-five percent (75%) of the lots included within the boundaries of this Subdivision. Any such amendment shall not be effective until it shall have been filed of record in the Office of the County Clerk, Natrona County, Wyoming.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 2nd day of June, 1978.


ROBERT E. STEELMAN
Declarant and Landowner,
Hiland Acres


CARLA J. STEELMAN
Declarant and Landowner,
Hiland Acres Subdivision

WITNESS: 

WITNESS: Patricia Carlson

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EXHIBIT A

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PROPERTY DESCRIPTION

Hiland Acres, a subdivision of a portion of the NW1/4 SW1/4, Section 12, T36N, R88W, the 6th P.M., Natrona County, Wyoming, more particularly described by metes and bounds follows:

Beginning at the northwest corner of the NW1/4 SW1/4, identical with the west 1/4 corner of said Section 12, said corner monumented by a standard General Land Office brass cap in place;

thence along the north line of the NW1/4 SW1/4, identical with the east-west centerline of said Section 12, N88°24'44"E a distance of 752.297 feet to a point on the southwesterly right of way of U.S. Highway 20 - 26;

thence along said highway right of way S45°54'27"E a distance of 611.313 feet to a point, said point being the point of curvature of a curve to the right, identical with the point of tangency of a curve in said highway right of way;

thence continuing along said highway right of way a distance of 287.954 feet on the arc of said curve to the right having a Delta of 2°55'50", Radius of 5629.578 feet, Long Chord - Bearing - S44°26'32"E - Distance - 287.923 feet, to the point of intersection with the east line of the NW1/4 SW1/4 of said Section 12;

thence along the east line of the NW1/4 SW1/4 of said Section 12, S0°00'47"W a distance of 675.488 feet to the Southeast corner of the NW1/4 SW1/4, identical with the Southwest 1/16 corner of said Section 12;

thence along the south line of the NW1/4 SW1/4 S88°29'27"W a distance of 1106.879 feet to the point of intersection with the northeasterly right of way line of the abandoned Chicago and North Western Railroad;

thence along said railroad right of way line N22°01'31"W a distance of 767.355 feet to the point of intersection with the west line of the NW1/4 SW1/4, identical with the west line of said Section 12;

thence along the west line of the NW1/4 SW1/4 and west line of said Section 12, N0°10'00"E (G.L.O. Record and base bearing of this plat) a distance of 603.371 feet to the northwest corner and point of beginning of the parcel herein described;

encompassing an area of 35.259 acres more or less.

Compliments of
FIRST AMERICAN TITLE INSURANCE CO., INC.
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STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

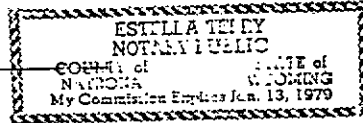
115

The foregoing instrument was acknowledged before me
by Robert E. Steelman and ~~Carla J. Steelman~~ this 8th
day of SEPTEMBER, 1978.

Witness my hand and official seal.

Estrella Terry
Notary Public

My Commission Expires: _____



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