MODIFICATION OF
HOLLIDAY HILLS COVENANTS GOVERNING AND
RESTRICTING LAND USE AND DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on February 8, 1964, the undersigned executed
that certain document entitled "Holliday Hills Covenants Governing
and Restricting Land Use and Development" and caused the same
to be filed of record on May 7, 1964, in Book 44 of Misc. at page
37 et seq. in the office of the County Clerk and Ex Officio Register
of Deeds in and for Natrona County, Wyoming; and

WHEREAS, said document set forth certain covenants
governing and restricting the land use and development of the
real property described therein; and

WHEREAS, on said date, May 7, 1964, the undersigned
were the sole owners of the real property therein described which
is affected by said document; and

WHEREAS, the undersigned on the date hereof are still
the sole owners of all of the real property therein described; and

WHEREAS, the undersigned are desirous of modifying the
operation and effect of said recorded document to the extent of
releasing and discharging the real property hereinafter described
from the operation and effect of said covenants;

NOW, THEREFORE, the undersigned, being the sole owners
of the real property hereinafter described, do hereby release and
discharge the following described real property from the operation
and effect of the said "Holliday Hills Covenants Governing and
Restricting Land Use and Development":

Beginning at a point at the northwest corner of an ir-
regularly-shaped tract which point is a steel pin and bears north
44°16' west a distance of 2645.3' to the northwest corner of Sec-
tion 4, Township 33 North, Range 79 West, Natrona County, Wyoming;
thence on bearing south 89°41' east a distance of 564.4' to a
steel pin witness corner; thence continuing on bearing south 39°40'
cast a distance of 20.6' to a steel pin on the west bank of the
North Platte River, which pin is the northeast corner of said ir-
regularly-shaped tract; thence southerly along the meandering west
bank of the North Platte River approximately 600 feet to a steel
pin which is the southeast corner of said irregularly-shaped tract
and is on the north boundary of the right of way of U.S. Interstate
Highway #25 (in order to establish the location of said meandering
west bank of the North Platte River, four witness corners have been
set at intervals along said bank approximately 20 feet westerly
thereof and they are described as follows: Commencing at the
northwest corner of said irregularly-shaped tract thence on bear-
in; north 69°41' west a distance of 20.6' to the first witness
corner; thence on bearing south 2°0' west a distance of 270.0' to the
second witness corner; thence on bearing south 35°03' west a
distance of 207.00' to the third witness corner; thence on bearing
south 36° 36' west, a distance of 132.2' to the fourth witness corner; thence on bearing north 89° 57' west along said highway right-of-way a distance of 62.0' to a concrete hub; thence on bearing north 0° 01' east a distance of 19.0' to a concrete hub; thence on bearing north 84° 03' west a distance of 217.1' to a concrete hub; thence westerly along the said Highway right-of-way on the arc of a curve, $c = 24' 48'$, $d = 4' 00'$, $R = 1360.4'$, a distance of 110.5' to a steel pin which is the southwest corner of said tract; thence on bearing north 7° 19' east a distance of 211.4' to a steel pin; thence on bearing north 0° 19' east a distance of 253.1' to the point of beginning; containing 5.83 acres, more or less.

DATED this ___ day of ___, 1964.

H. O. ENGLISH

H. O. ENGLISH

DOROTHY F. ENGLISH

MERCURY INDUSTRIES, a Wyoming corporation

By: H. O. ENGLISH

H. O. ENGLISH, President

TRANSWESTERN CORPORATION, a Wyoming corporation,

By: H. O. ENGLISH

H. O. ENGLISH, President

STATE OF WYOMING    )
COUNTY OF NATRONA    )

On this ___ day of ___, 1964, before me personally appeared H. O. ENGLISH and DOROTHY F. ENGLISH, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Notary Public

My commission expires:

STATE OF WYOMING    )
COUNTY OF NATRONA    )

On this ___ day of ___, 1964, before me appeared H. O. ENGLISH, to me personally known, who, being by no
duly sworn, did say that he is the President of MERCURY INDUSTRIES, and that the seal affixed to the within instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

[Signature]
Notary Public

STATE OF WYOMING )
COUNTY OF NATRONA )

On this ______ day of __________, 1964, before me appeared H. C. ENGLISH, to be personally known, who, being by me duly sworn, did say that he is the President of TRANSWESTERN CORPORATION, and that the seal affixed to the within instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

[Signature]
Notary Public
Covenants Governing and Restricting
Land Use and Development

Know all men by these presents:

WHEREAS the undersigned are owners of all that certain real property situated in Natrona County, State of Wyoming, known and described as follows:

That certain portion of the NW 1/4 Section 4, and E 1/2 NE 1/4 Section 5, all in T. 33N., R. 79W., and that portion of SE 1/4 SW 1/4 Section 32, T. 34N., R. 79W., of the 6th P.M., Natrona County, Wyoming more particularly described as follows:

Commencing at the NW corner of Section 4, T. 33N., R. 79W., of Natrona County, Wyoming. Thence on a bearing S 24°30'0" E a distance of 2245.6' to the Point of Beginning. This P.O.B. coincides with a point which is on the north ROW boundary of U. S. Interstate 25 and in line with the center line of the Rancho Underpass Road. Thence N 65°00'0" W a distance of 519.4' to a point; thence N 57°04'0" W a distance of 347.6' to a point; thence N 44°23'0" W a distance of 1280.2' to a point; thence westerly along an arc of curve = 51°10'0" D = 1°15'; R = 4583.7'; a distance of 624.6' to a point; thence N 46°24'0" E a distance of 730.0' to a point; thence N 61°39'0" W a distance of 179.0' to a point; thence S 28°21'0" E a distance of 337.0' to a point; thence S 55°09'0" E a distance of 732.0' to a point; thence S 53°09'0" E a distance of 393.0' to a point; thence S 89°41'0" E a distance of 422.0' to a point; thence N 89°04'0" E a distance of 1171.4' to a point which is on the Center Line of North Platte River; thence S 92°00'0" E a distance of 498.0' to a point; thence S 92°00'0" E a distance of 255.0' to a point; thence S 17°15'0" E a distance of 270.0' to a point; thence S 13°30'0" E a distance of 135.0' to a point; thence S 7°00'0" E a distance of 124.5' to a point which is on the north ROW boundary of U. S. Interstate 25; thence N 89°57'0" W a distance of 240.7' to a point; thence N 53°09'0" W a distance of 117.1' to a point; thence westerly along the arc of curve = 24°48' D = 4°00'; R = 1360.4' a distance of 583.9' to a point; thence N 65°00'0" W a distance of 463.0' to the Point of Beginning.

And

That certain portion of the NW 1/4 Section 4, T. 33N., R. 79W., and that certain portion of the S 1/2 S 1/2 SW 1/4 Section 33, T. 34N., R. 79W., of the 6th P.M., Natrona County, Wyoming more particularly described as follows:

Commencing at the NW corner of Section 4, T. 33N., R. 79W., of Natrona County, Wyoming. Thence on a bearing N 89°03'0" E a distance of 2270.1' to the Point of Beginning. This P.O.B. coincides with a point which is on the north line of Section 4, T. 33N., R. 79W., and on the center line of the North Platte River. Thence S 13°05'0" W a distance of 341.2' to a point; thence S 9°20'0" E a distance of 312.0' to a point; thence S 89°04'0" W a distance of 1171.4' to a point; thence N 89°41'0" W a distance of 423.0' to a point; thence N 53°09'0" W a distance of 551.0' to a point; thence S 53°09'0" E a distance of 105.0' to a point which is on the north line of Section 4, T. 33N., R. 79W., thence N 89°03'0" E a distance of 1541.0' to the Point of Beginning.
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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).
The following types of business shall not be allowed in the
Commercial area:

A. Heavy Manufacturing
B. Junk car lots or junk yards
C. Slaughter houses
D. Animal kennels
E. Hospital or places to propagate or to board, room or otherwise keep any four-legged animals for any purpose other than security, with such exception first having been approved by the Committee established herein.
F. Poultry businesses of any nature or kind other than for the sale of poultry products; such as, grocery stores or markets.
G. Tanneries
H. Feed yards
I. Explosives
J. Atomic power, heavy water or any related products containing any such material regardless how small the amounts contained
K. Any type of business, profit or non-profit, that would cause or create unpleasant, noxious or other offensive odors, contamination of the atmosphere or any undue noise or disturbance.
L. Any businesses not legal under the laws of the County, State of Wyoming and/or the United States of America

In case of any dispute, the Committee herein provided for will be the deciding voice at all times and under all circumstances, the next higher recourse being to the courts of this state.

No owner of property within the area shall construct or permit the construction of any building or improvements thereof, including fences, nor permit the removal of trees, except in strict conformity to building and plot plans showing the location of existing trees and the design, character, elevations, exterior color, nature and location of any such building or improvements, which said plan or plans shall first have been submitted to, and approved in writing by, the Committee provided for herein.
3. No exterior modeling, alteration, change of color scheme or enlarging of any existing building or improvement shall be undertaken or permitted by any property owner, nor shall any property owner change the character of use of any building unless a plan or plans showing the nature, character and extent of such remodeling, alteration, enlarging, change of character of use and/or removal of trees during remodeling, if any, shall have first been approved, in writing, by said Committee.

4. No more than one building shall be erected on each lot except with the consent and approval of the Committee herein provided for.

5. No building shall be located less than twenty (20) feet from any exterior lot line.

6. On-street parking will not be permitted. Each lot owner shall provide for a parking area on his property or sufficient space to permit parking thereon of all automotive equipment owned and operated by the occupants of said property and/or his customers, employees and/or visitors. The area designated for parking must be black-topped before construction of the building is completed and the building occupied for use. If trees must be removed to allow sufficient parking space, the approval of the Committee must first be secured.

7. Each lot owner shall submit to the Committee a plot plan showing: Location of the building on the lot; parking area (black-topped); ingress and egress points; any area to be left for planting and/or landscaping.

8. The minimum area required for planting and/or landscaping shall be an area equal to the width of the lot less 40 feet, and 20 feet in depth. The planted and/or landscaped area must be developed along with the construction of the building and completed no later than the next planting season after completion of the building. Such area must contain grass and/or crushed marble, stone and/or brick, all subject to the approval of the Committee. If the owner of the building fails to comply with the above requirements, the Committee has the right to install the same and its work and expenses shall become a first lien against the land and/or building or both and shall have the right to sell the same to satisfy the lien. In the case of service stations, however, such minimum area for planting and/or landscaping shall not be required; but
in lieu thereof, such service stations shall be required to construct and maintain attractive and suitable planter boxes of small-type shrubbery and/or flowers, which boxes shall have a minimum width of two (2) feet and shall extend along and across the front portion of the service station building exclusive of doorways. Also, in addition to such planter boxes, if there is land reasonably available for planting and/or landscaping with grass, trees and/or shrubbery, such planting and landscaping shall be required in the case of service stations.

9. Every building in the area shall have fire-proof exterior walls of brick or masonry construction or, if the Committee deems it desirable, it may approve a metal building of late, modern design with baked-on enamel paint or its equivalent. All construction of buildings must conform to the over-all architectural design and aesthetic quality of the other buildings in the area. The Committee may approve opposite designs in order to enhance the over-all appearance and break the monotony.

10. Each building shall be equipped with modern, hand fire extinguishing equipment.

11. Each lot owner shall install and maintain, at his own expense, outside lighting at the front and back of each building using 7000 lumen Mercury Vapor Lites which must be lighted from sundown to sun-up.

12. All buildings shall be connected to a sewage system. There will be no septic tanks or out-houses allowed in the area.

13. All service stations, garages and/or automobile agencies must provide traps and/or sumps to catch grease, oil and mud from car wash and grease racks. The traps and/or sumps must not be tied into the sewer line, but must deposit the water into a dry well.

14. Each lot owner must provide and maintain one (1) French Drain, 10" in diameter and 8' in depth, with surface grill made of steel, for each 20,000 square feet of land area or fraction thereof located outside of the land area covered by the building. These French Drains will take the place of storm sewers.

15. All service stations, garages and/or automobile agencies must provide, independent of the sewage line or system, underground, leak-proof, storage tanks for the collection of waste oil and/or grease. Any suitable mobile equipment that accomplishes the same purpose will be acceptable.
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).

The purpose of this restriction is to enable the Committee to avoid obstructions and nuisances. Each property owner shall keep and maintain his or its premises in a good and sanitary condition at all times, and shall not allow such premises to be used in a manner which will cause a nuisance or obstruction to the public.

1. All public or private water wells shall comply with the requirements of the Water Well Code. The required water shall be delivered at a rate not less than 10 gallons per minute at a pressure of 20 pounds per square inch. The well must be lined with concrete or other approved material. The well cover must be installed and maintained in good condition.

2. All public or private water wells shall comply with the requirements of the Water Well Code. The required water shall be delivered at a rate not less than 10 gallons per minute at a pressure of 20 pounds per square inch. The well must be lined with concrete or other approved material. The well cover must be installed and maintained in good condition.

3. All public or private water wells shall comply with the requirements of the Water Well Code. The required water shall be delivered at a rate not less than 10 gallons per minute at a pressure of 20 pounds per square inch. The well must be lined with concrete or other approved material. The well cover must be installed and maintained in good condition.

4. All public or private water wells shall comply with the requirements of the Water Well Code. The required water shall be delivered at a rate not less than 10 gallons per minute at a pressure of 20 pounds per square inch. The well must be lined with concrete or other approved material. The well cover must be installed and maintained in good condition.

5. All public or private water wells shall comply with the requirements of the Water Well Code. The required water shall be delivered at a rate not less than 10 gallons per minute at a pressure of 20 pounds per square inch. The well must be lined with concrete or other approved material. The well cover must be installed and maintained in good condition.

6. All public or private water wells shall comply with the requirements of the Water Well Code. The required water shall be delivered at a rate not less than 10 gallons per minute at a pressure of 20 pounds per square inch. The well must be lined with concrete or other approved material. The well cover must be installed and maintained in good condition.
hereinafter provided for may enter upon such premises and cause such un-
sightly condition to be cleaned or otherwise remedied, and all charges for
such services shall immediately and forthwith become due and payable by
the owner of such premises, and such charges shall become and constitute a
lien upon such premises, which said lien may be evidenced by the filing of
liens statements in the office of the County Clerk of Natrona County, Wyoming,
and may be foreclosed upon the manner provided for by law for the enforce-
ment of mechanics or materialmen liens.

22. The within restrictions shall be and constitute covenants run-
ing with the land, and shall be binding upon all of the owners of land
within the area, their heirs, successors and assigns, until July 1, 1990,
at which time these restrictions shall automatically be extended for successive ten (10) year periods, unless terminated by a vote of the owners of a
majority of the land in the area, calculated on a square foot basis.

23. It is understood that the within restrictions are part of a
general building scheme and are for the benefit of all land owners in the
area. If any such owner shall violate or attempt to violate, any of the
within restrictions, it shall be lawful for any of the owners of land in
the area to prosecute an appropriate proceeding at law against the person
or persons violating or attempting to violate any of the within restrictions
to prevent such violation or to remedy the same by mandatory injunction or
to recover damages for such violation.

24. The within restrictions and the operation thereof shall be
supervised and enforced by a Committee of three (3) persons, one of whom
shall be H. O. English or Dorothy P. English or their nominee, as long as
either of them or their nominee own land in the area. The other members
of the Committee, who shall be owners of land within the area or duly designated
representatives of owners of land in the area, shall be elected by a vote
of the land owners in the area owning a majority of the land therein, cal-
culated on a square foot basis. Committee members shall be elected on
July 1st of each year, commencing July 1, 1965, and shall serve a term of
one (1) year from the date of their election or until their successors are
elected and qualified. Vacancies on the Committee shall be filled by
appointment made by said Committee. The Committee is authorized and
empowered to review, approve, or disapprove any building or other plan
required to be submitted to it in accordance with the provisions of these restrictions. In reviewing any such plans, the Committee shall be mindful to insure that any building, and any exterior remodeling or extension of any existing building shall be in harmonious conformity in exterior design and location with existing structures. In the event the Committee fails, over a period of thirty (30) days, to approve or disapprove any plan submitted to it as required by the provisions of these Restrictions, then and in that event the approval of the Committee to any such plan shall be conclusively presumed and the within Restrictions shall be deemed to have been fully complied with. Decisions of the Committee shall be reached by a majority vote of its members.

The Committee herein provided for shall not be entitled to any compensation for services rendered heretofore, however, the Committee may charge reasonable fees in connection with appraising plans, inspecting buildings and/or grounds.

25. The Committee provided for above shall have power to change, alter or amend any of the within Restrictions, and upon effecting any such change, alteration or amendment, the Committee shall promptly give notice thereof to all of the property owners in the area. If the owners of an aggregate of fifty-one (51%) percent of the land in the area, calculated on a square foot basis, record and submit to the Committee their objections in writing to any such change, alteration, or amendment within thirty (30) days of receipt of notice thereof, such change, alteration or amendment shall be deemed to be null and void and of no force and effect.

26. Invalidation of any one of the provisions set forth above by judgment or Court Order shall not in any manner affect or impair the other provisions hereof.

Dated this __ day of February, 1964.

[Signature]
STATE OF WYOMING  

COUNTY OF NATRONA  

On this 24th day of February, 1964, before me appeared K. C.,  
ENLIST, to me personally known, who, being first duly sworn, did say that  
he is the President of PROGRESSIVE CORPORATION, and that the seal affixed  
by the within instrument is the corporate seal of said corporation, and  
that said instrument was signed and sealed on behalf of said corporation by  
authority of its board of directors, and he acknowledges said instrument to  
be the true act and deed of said corporation.  

[Signature]

[Date: ]

[Seal]
RELEASE OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, under date of February 8, 1964, H. O. English and Dorothy F. English, Mercury Industries, a Wyoming corporation, and Transwestern Corporation, a Wyoming corporation, did impose certain covenants governing and restricting land use and development in an area to be known as "Holliday Hills" in Natrona County, Wyoming, said document having been recorded May 7, 1964 in Book 44 of Miscellaneous at page 37 in the office of the County Clerk and ex officio Register of Deeds in and for Natrona County, Wyoming, said area of land being more particularly therein described and of which the following described lands are a portion; and

WHEREAS, paragraph 24 of such covenants and restrictions provides that the restrictions and the operation thereof shall be supervised and enforced by a Committee of three (3) persons, one of whom shall be H. O. English or Dorothy F. English or their nominee, as long as either of them or their nominee own land in the area. The other members of the Committee, who shall be owners of land within the area or duly designated representatives of owners of land in the area, shall be elected by a vote of the land owners in the area owning a majority of the land therein, calculated on a square foot basis, and

WHEREAS, a meeting of such Committee composed of H. O. English, Dorothy F. English and Merman Werner, who represented Recreation Unlimited, owner of the majority of the land in the area, was held on the 18th day of August, 1972, and at such meeting it was unanimously voted to remove and cancel such covenants and restrictions as to the following described lands:

Commencing at the southeast corner of Lot 75, which is the point of beginning; thence N. 80° 01' W., 150.09 feet; thence 250.03 feet along the arc of a curve with a radius of 1300.40 feet, and Delta = 11° 01'; thence N. 65° 09' W., 283.00 feet; thence N. 24° 51' E., 125.00 feet; thence N. 65° 09' W., 150.00 feet; thence 261.10 feet along the arc of a curve with a radius of 609.80 feet, and Delta = 24° 32'; thence N. 0° 20' E., 45.54 feet; thence S. 71° 17' E., 697.87 feet; thence S. 23° 14' E., 67.23 feet; thence S. 0° 25' W., 269.75 feet; thence S. 7° 07' W. 148.30 feet to the said point of beginning.

The above described parcel of land includes Lot 75 and Tract 9 of said Holliday Hills and Heritage Heights, a subdivision in Natrona County, and contains. 7.569 acres, more or less.

Commencing at the southwest corner of Lot 95, which is the point of beginning; thence N. 0° 20' E., 515.00 feet; thence S. 89° 40' E., 541.21 feet; thence 61.59 feet along the arc of a curve with a radius of 191.29 feet, and Delta = 18° 35'; thence S. 14° 28' W., 99.97 feet;
thence 139.00 feet along the arc of a curve with a radius of 572.31 feet, and Delta = 13° 48'; thence 281.57 feet along the arc of a curve with a radius of 537.46 feet, and Delta = 30° 01'; thence S. 29° 20' E., 197.03 feet; thence N. 71° 17' W., 697.87 feet to the said point of beginning.

The above described parcel of land includes Lots 77, 78, 79, 80, 81, 94, 95, 96, 97, 98, 99, Bruce Lane, portions of Lots 82 and 100 and a portion of Tract 10 of said Holliday Hills and Heritage Heights, a subdivision in Natrona County, and contains 7.424 acres, more or less.

copy of the minutes of such meetings being marked Exhibit "A" is attached and incorporated herewith; and

WHEREAS, under date of August 18, 1972, H. O. English sent by mail a notice to all property owners in the Hollidah Hills and Heritage Heights subdivision of a meeting called for August 31, 1972, for the purpose of electing two members of the Committee and incorporated into such notice the action of the Covenant and Restriction Committee in removing and cancelling the covenants and restrictions as to the above described property and stated that if owners of an aggregate of 51% of the land in the area, calculated on a square foot basis, recorded and submitted their objections in writing to such change, alteration or amendment within thirty (30) days of such notice then such change, alteration or amendment would be deemed null and void and of no force and effect; otherwise, such cancellation and removal to be fully effective; and

WHEREAS, at the meeting held on August 31, 1972, H. O. English, Herman Werner and John Burke were elected as the Committee and they are presently acting and serving as such Committee and affix their signatures hereto in such capacity; that no objections were received as to the removal and cancellation of the restrictions and covenants as to the above described property and therefore, such removal and cancellation is fully effective;

NOW, THEREFORE, in consideration of the premises and the payment of the sum of $10.00 and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned, H. O. English, Herman Werner and John Burke, the Committee authorized in paragraph 24 of the Covenants and Restrictions covering "Holliday Hills" as recorded on May 7, 1964, in Book 44 of Miscellaneous at page 37 in the office of the County Clerk of Natrona County, Wyoming, acknowledge that such restrictions and covenants have been removed and cancelled at to the above described property and they do hereby release and discharge such property therefrom.

IN WITNESS WHEREOF this release has been executed this 27th day of October, 1972.

Herman Werner

John P. Burke

H. O. English
CONSENT AND RATIFICATION

Recreation Unlimited, a Wyoming corporation, certifies and warrants that it owns more than 51% of the land in that subdivision platted and dedicated as Holliday Hills and Heritage Heights, a subdivision in Natrona County, State of Wyoming, and that it consents to the removal and cancellation of the restrictions and covenants as recorded in Book 44 of Miscellaneous, Page 37, records of Natrona County, Wyoming, as to the above described lands, and it further ratifies the action of the committee having the supervision and enforcement of such covenants and restrictions in removing and cancelling such restrictions and covenants under date of August 18, 1972, and further ratifies the action of such committee as above set forth in releasing and discharging such property therefrom.

Dated this 27th day of October, 1972.

Recreation Unlimited, a Wyoming corporation

ATTEST:

by: Herman Werner
President

John P. Burke
Secretary

STATE OF WYOMING    ) SS
COUNTY OF NATRONA  )

On this 27th day of October, 1972, before me personally appeared H. O. English, Herman Werner and John Burke, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they are the Committee in charge of the restrictions and covenants for that subdivision in Natrona County, Wyoming, known as Holliday Hills and Heritage Heights, and that they signed the above in such capacity.

Dick Tobin
NOTARY PUBLIC

My Commission expires June 6, 1974.

STATE OF WYOMING    ) SS
COUNTY OF NATRONA  )

On this 27th day of October, 1972, before me appeared Herman Werner to me personally known, who, being by me duly sworn, did say that he is the President of Recreation Unlimited, a Wyoming corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors.

Dick Tobin
NOTARY PUBLIC

My Commission expires June 6, 1974.
EXHIBIT "A"

MINUTES OF MEETING

August 18, 1972

The undersigned, being the Committee to supervise and enforce the covenants and restrictions for land use and development of Holliday Hills and Heritage Heights, a subdivision of Natrona County, State of Wyoming, acknowledge that they have met this day to consider the proposal of cancelling and removing such restrictions as recorded in Book 44 of Miscellaneous, Page 37, records of Natrona County, Wyoming, under date of May 7, 1964, as pertaining to the following described property, to-wit:

Commencing at the southeast corner of Lot 57, which is the point of beginning; thence N. 80°01' W., 150.09 feet; thence 250.03 feet along the arc of a curve with a radius of 1300.40 feet, and Delta = 11°05'; thence N. 65°09' W., 283.00 feet; thence N. 24°51' E., 125.00 feet; thence N. 65°09' W., 150.00 feet; thence 261.10 feet along the arc of a curve with a radius of 609.80 feet, and Delta = 23°32'; thence N. 0°20' E., 45.54 feet; thence S. 71°17' E., 697.87 feet; thence S. 23°14' E., 67.23 feet; thence S. 0°25' W., 269.75 feet; thence S. 7°07' W. 148.30 feet to the said point of beginning.

The above described parcel of land includes Lot 75 and Tract 9 of said Holliday Hills and Heritage Heights, a subdivision in Natrona County, and contains 7.569 acres, more or less.

Commencing at the southwest corner of Lot 95, which is the point of beginning; thence N. 0°20' E., 515.00 feet; thence S. 89°40' E., 541.21 feet; thence 61.59 feet along the arc of a curve with a radius of 191.29 feet and Delta = 18°35'; thence S. 14°28' W., 99.97 feet; thence 139.00 feet along the arc of a curve with a radius of 572.31 feet, and Delta = 13°48'; thence 281.57 feet along the arc of a curve with a radius of 537.46 feet, and Delta = 30°01'; thence S. 29°20' W., 197.03 feet; thence N. 71°17' W., 697.87 feet to the said point of beginning.

The above described parcel of land includes Lots 77, 78, 79, 80, 81, 94, 95, 96, 97, 98, 99, Bruce Land, portions of Lots 82 and 100 and a portion of Tract 10 of said Holliday Hills and Heritage Heights, a subdivision in Natrona County, and contains 7.424 acres, more or less.

and that it was unanimously voted to remove and cancel such covenants and restrictions as to the lands above described. That notice of such action was to be given to the other property owners pursuant to Paragraph 25 of such covenants and restrictions.

Dated this 18th day of August, 1972.

H. O. English

Herman Werner

Dorothy F. English
California Oil Company
1700 Broadway
Denver, Colorado

Gentlemen:

The Real Property Purchase Option, dated May 7, 1964, from H.O. English and Mercury Industries to you and covering the service station site in Lot 1, Block 3, of our proposed commercial area, provides that any conveyance to you shall be subject to certain restrictive covenants attached thereto as Schedule "A".

In consideration of your exercising the Real Property Purchase Option and constructing a service station on the property, the undersigned, being all of the property owners within the commercial area and having the power to establish, change, alter or amend any and all restrictive covenants now or hereafter burdening any part of said commercial area, do hereby covenant and agree with California Oil Company, its successors and assigns, that the Covenants Governing and Restricting Land Use and Development, dated February 8, 1964, and recorded on May 7, 1964, in Book 44, at Page 37 of the Natrona County records is hereby modified and amended, as follows:

1. California Oil Company shall have the right to construct on the property subject to its Option, a gasoline service station of a design, construction, and appearance similar to other California Oil Company stations currently being constructed in other areas. California Oil Company shall have the right to install a large overhead Chevron sign and to paint and repaint the building and sign in accordance with its then current advertising colors and design. California Oil Company shall have the right to remodel and rearrange any improvements, trade or other fixtures, structures, buildings, and equipment on its site at will. California Oil Company shall not use the property or building for the storage of any substance or material that is highly explosive or dangerous to the public health, such as dynamite, nitroglycerin, or material containing radioactive energy.

2. California Oil Company shall not be obligated to plant or maintain any trees, shrubs, plants or grass on its property.

3. California Oil Company shall have the right to install, maintain and operate outside lighting of a type and illumination and during such periods of time as it determines is suitable for its service station purposes.

4. California Oil Company shall not be required to install a gas or electric incinerator, but may instead utilize a trash enclosure and dispose of its refuse by commercial or other hauling to a dump area. California Oil Company shall maintain such trash enclosure in a proper condition so as not to become unsightly or to cause a fire hazard or nuisance, and if it fails to do so the other property owners in the adjoining commercial area shall have the right to clean and repair the trash enclosure and bill the costs of such to California Oil Company.
5. If California Oil Company deems it necessary, it shall have the right to drill and operate a water well on its property, provided, however, if such water well is located within 20 feet of any property line, the surface equipment of the well will be buried below ground level so that fire trucks may travel over the area.

6. California Oil Company may exercise the rights and privileges described in this letter, at any time and without the necessity of notifying or securing written approval from the 3-member committee established to administer the restrictions imposed for the commercial area.

H. O. English
H. O. English

Dorothy F. English

MERCURY INDUSTRIES, A Wyoming Corp.

By H. O. English
H. O. English, President

TRANSWEST, INC., A Corporation

By H. O. English
H. O. English, President

On this 7th day of May, 1964, before me personally appeared H. O. ENGLISH and DOROTHY F. ENGLISH, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

[Signature]
Notary Public
STATE OF WYOMING  )
COUNTY OF NATRONA  ) SS

On this 7th day of May, 1964, before me appeared H. O. English, to me personally known, who, being by me duly sworn, did say that he is the President of TRANSCORPORATION, and that the seal affixed to the instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

[Stamp]
Expiration Date: 1965

STATE OF WYOMING  )
COUNTY OF NATRONA  ) SS

On this 7th day of May, 1964, before me appeared H. O. English, to me personally known, who, being by me duly sworn, did say that he is the President of TRANSCORPORATION, and that the seal affixed to the instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

[Stamp]