HOLIDAY HILLS

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

Commencing at the NNW corner of Section 4, T. 33N., R. 79W., of Natrona County, Wyoming, thence on a bearing S 24°00' E, a distance of 2245.54' 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 Ranchi Overpass Road. Thence N 65°09' W, a distance of 519.4' to a point; thence N 57°04' W, a distance of 347.6' to a point; thence N 44°23' W, a distance of 1280.2' to a point; thence westerly along an arc of curve = 53°10' D = 7015'; R = 4583.7'; a distance of 624.8' to a point; thence N 46°26' W, a distance of 730.0' to a point; thence N 61°30' W, a distance of 179.0' to a point; thence S 28°21' E, a distance of 337.0' to a point; thence S 55°09' W, a distance of 732.0' to a point; thence S 33°09' E, a distance of 393.0' to a point; thence S 89°41' E, a distance of 422.0' to a point; thence N 89°04' E, a distance of 1171.4' to a point which is on the Center Line of North Platte River; thence S 9°20' W, a distance of 498.0' to a point; thence S 2°00' E, a distance of 255.0' to a point; thence S 17°15' E, a distance of 270.0' to a point; thence S 13°30' E, a distance of 135.0' to a point; thence S 7°00' E, a distance of 170.0' to a point; thence S 8°39' W, a distance of 440.5' to a point; thence S 48°48' W, a distance of 124.5' to a point which is on the north ROW boundary of U.S. Interstate 25; thence N 89°57' W, a distance of 240.7' to a point; thence N 9°03' E, a distance of 130.0' to a point; thence N 84°08' W, a distance of 217.1' to a point; thence westerly along the arc of a curve = 24°48'; D = 7000'; R = 1260.4' = a distance of 553.9' to a point; thence N 65°09' 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/2 S/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 85°03' 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' W, a distance of 341.2' to a point; thence S 9°20' E, a distance of 312.0' to a point; thence S 89°04' W, a distance of 1171.4' to a point; thence N 89°41' W, a distance of 422.0' to a point; thence N 53°09' W, a distance of 423.0' to a point; thence N 36°51' E, a distance of 551.0' to a point; thence S 53°09' E, a distance of 105.0' to a point which is on the north line of Section 4, T. 33N., R. 79W., thence N 85°03' E, a distance of 1541.0' to the Point of Beginning.
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, raise 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 thereon, 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 remodeling, 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, of sufficient size to permit parking thereon of all automobile equipment owned and operated by the occupants of said property and/or his customers, employees and/or visitors. The areas 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: 1/4", 1/8", 1/4- and 3/16" stone, 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 latest 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 composite 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
so long as the waste oil so collected shall not be deposited in any
sewage lines.

16. All building owners must install either inside or outside
the building, a manufactured, super gas-burning or electric incinerator
that is equal or comparable to a Martin or Caloric. Each incinerator
must be large enough to handle the daily refuse from the business
conducted in or about said building, including tree branches, leaves, papers,
grass cuttings, magazines, or any other type of trash or waste from said
business or lot. The refuse that is not capable of being burned in the
incinerator, and the ashes from the incinerator must be contained and
dispersed at time to time and at the expense of each building owner so
as not to create an unsightly condition at any time.

17. All restaurants, cafes, sandwich shops, hotels, bars or
similar places that dispense food to the public for profit or non-profit
must install a grinding garbage disposal so that all garbage will be ground
before it is deposited into the sewage line or system.

18. All buildings will be constructed in accordance with the
National Electrical and Plumbing Codes.

19. Only signs of the kind and character described below will
be allowed in the area:

One (1) real estate sign on each lot no larger than 12 by 24
feet, for the purpose of advertising the sale thereof.

One or more signs for the purpose of advertising the conduct
of a business shall be permitted by the Committee, provided
that the Committee has first approved the location of the
sign or signs.

The purpose of this restriction is to enable the Committee to avoid obstruc-
ting the view of any sign(s) of others.

20. No private water wells shall be drilled within the area unless
the required water shall be unavailable from commercial sources or unless
the consent of the Committee has been first obtained.

21. Each property owner shall keep and maintain his or its premises
in a good and sightly condition at all times, and if said premises become
unsightly, and if upon thirty (30) days notice said owner does not correct
such unsightly and objectionable condition, then in that event the Committee
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
lien 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's liens.

22. The within restrictions shall be and constitute covenants run-
ning 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,
and which time these restrictions shall automatically be extended for succes-
sive 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 F. English or their nominee, as long as
either of them or their nominee owns 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, 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 hereunder, however, the Committee may charge reasonable fees in connection with approving 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]

[Signature]
STATE OF WYOMING  
COUNTY OF LUCERNA

On this 13th day of February, 1964, before me personally appeared H. O. English and Dorothy P. 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.

[Signature]

My commission expires:

STATE OF WYOMING  
COUNTY OF LUCERNA

On this 13th day of February, 1964, before me personally appeared H. C. English, to me personally known, who, being by me 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.

[Signature]

My commission expires:
Casper, Wyoming
May 7, 1964

Re: Restrictive Covenants in
Connection with Real Property
Purchase Option, dated


May 7, 1964

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 sub-
ject to certain restrictive covenants attached thereto as Schedule "A".

In consideration of your exercising the Real Property Purchase Option and construct-
ing 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 fin 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 re-
arrange 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, nitro-
glycerin, 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 Califor-
nia 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.

[Signatures]

On this 7th day of May, 1964, before me personally appeared
H. O. ENGLISH and DOROTHY E. 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 Signature]
STATE OF WYOMING  
)  
COUNTY OF NATRONA  
) SS  

On this 7 day of March, 1964, before me appeared E. O. English, to me personally known, who, being by me 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.

Louis Carr  
Notary Public

STATE OF WYOMING  
)  
COUNTY OF NATRONA  
) SS  

On this 7 day of March, 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 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.

Louis Carr  
Notary Public
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

NORTH PLATTE INDUSTRIAL PARK

THIS DECLARATION made this 24th day of March, 1980, by the CITY OF CASPER, WYOMING, A Municipal Corporation, referred to as "Owner" and "City".

WITNESSETH:

WHEREAS, City is the owner of the following-described real property hereinafter referred to as the "Property" in the City of Casper, State of Wyoming:

LOTS 1-25, inclusive, North Platte Industrial Park, an Addition to the City of Casper, Wyoming, as shown on the Plat thereof, recorded in the office of the County Clerk of Natrona County, Wyoming, by Instrument number 279307, recorded December 11, 1979,

and desires to establish an area for the uses herein set forth, properly landscaped with compatible, architecturally designed buildings for the protection of the "Property" and adjacent areas; and

WHEREAS, City is the owner of lands adjacent to the Property, including the North Platte Recreational Complex, described on Exhibit "A" attached hereto.

ARTICLE I

GENERAL PROVISIONS

1.1 Establishment of Restrictions and Covenants:

CITY, as owner of the Property, hereby declares Property is now held and shall be transferred, sold, leased, conveyed, mortgaged and occupied subject to the restrictions and covenants herein set forth, which shall apply to, and bind, the heirs, assigns
2.1 Each and every parcel of the Property is restricted to the following permitted uses:

(a) new automobile sales;
(b) banking facilities;
(c) greenhouses;
(d) helistops;
(e) hotels, motels;
(f) offices, general;
(g) Professional offices, including medical laboratories, clinics, health spas, financial centers, real estate brokers, insurance agents and public health facilities;
(h) parks, playgrounds, historical sites, golf courses and other similar recreational facilities;
(i) personal service shops, department stores;
(j) printing and newspaper houses;
(k) public utility and public service installations and facilities, including repair and storage facilities;
(l) radio and television stations, including transmitting and receiving towers;
(m) full service restaurants;
(n) veterinary clinics;
(o) such other uses as City may permit.

2.2 All uses above are subject to the development standards listed in ARTICLE III of this Declaration.

ARTICLE III
DEVELOPMENT STANDARDS

3.1 Setbacks: No building shall be located nearer to the front lot line or nearer to the side lot line than the minimum setback set forth below:

(a) front yard setback: thirty (30) feet, except that unsupported roofs or sun screens may project four (4) feet into the setback area;
3.4 Signs: No sign shall be erected or maintained on the Property except in conformity with the following:

(a) signs visible from the exterior of any building may be lighted, but no signs or any other contrivance shall be devised or constructed as to rotate, gyrate, blink or move in any animated fashion;

(b) signs shall be restricted to advertising only the person, firm, company or corporation operating the use conducted on the site, or the products produced or sold thereon;

(c) all signs attached to the building shall be flush-mounted;

(d) all signs not attached to the building shall be parallel to the roadway, unless otherwise approved in writing by the Board of Adjustment of City.

(e) only one (1) single-faced or double-faced sign shall be permitted per frontage. No sign or combination of signs shall exceed one (1) square foot in area for each six hundred (600) square feet of total site area. However, no sign shall exceed two hundred (200) square feet in area per face.

An additional twenty (20) square feet shall be allowed for each additional business conducted on the site;

(f) a sign advertising the sale, lease or hire shall be permitted in addition to the other signs listed in this section. Said sign shall not exceed a maximum area of thirty-two (32) square feet, and shall be immediately removed upon completion of the transaction;

(g) no ground signs shall exceed four (4) feet above grade in vertical height. Also, ground signs in excess of one hundred (100) square feet in area (single-face) shall not be erected in the first twenty (20) feet, as measured from the property line of any street side setback area. However, the above standards shall not apply to the community directional sign, special purpose sign, construction sign, or future tenant identification sign;
trees, ground cover and shrubbery. Rock or stone may be used, not to exceed ten percent (10%) of the total landscaped area. All unpaved areas not used for parking shall be landscaped in a similar manner. The entire area between the curb and the front building line shall be landscaped, except for access driveways and walks in said area;

(b) side and rear yard setback areas, not used for parking shall be landscaped using ground cover and/or shrub, rock or stone and tree materials;

(c) undeveloped areas proposed for future expansion shall be maintained in a weed-free condition and shall be landscaped to the satisfaction of the City;

(d) areas used for parking shall be landscaped or fenced in such a manner as to interrupt or screen said areas from view from access streets, freeways and adjacent properties. Plant materials used for this purpose shall consist of lineal or grouped masses of shrubs and/or trees. Barring will be permitted if properly landscaped;

(e) retaining walls will be permitted. However, design and construction plans must be approved in writing by the City. In addition, the design and construction plans for said retaining wall must be approved by a registered professional civil engineer.

3.7 Loading Areas: No loading shall be allowed which is visible from adjacent streets. On Wilkins Circle, street side loading shall be allowed, provided the loading dock is set back a minimum of seventy (70) feet from the street right-of-way line. Said loading area must be screened from view from adjacent streets.

3.8 Outdoor Storage Areas: No outdoor storage will be permitted.

3.9 Refuse Collection Areas: All outdoor refuse collection areas shall be visually screened from access streets, freeways, where possible, and adjacent property by a complete
ARTICLE V
MAINTENANCE

5.1 Each lot owner shall, at all times, keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition, free from weeds, trash, rubbish, junk and unused materials, and shall comply with all laws, ordinances and regulations pertaining to health and safety.

5.2 During construction, it shall be the responsibility of each lot owner to insure that construction sites are kept free from unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner.

ARTICLE VI
ADDITIONAL RESTRICTIONS

6.1 Each and every building site shall consist of at least one (1) whole and entire lot. No owner shall reduce the size of any lot by sale, lease, replat, or other disposition, or further subdivide any lot without first having received the express written permission from City to do so, and thereafter any reduction in lot size shall be only by properly recorded replat of such resubdivision of such lot or lots.

ARTICLE VII
ENFORCEMENT

7.1 Abatement and Suit: Violation or breach of any restrictions and covenant herein contained shall give to City the right to enter upon the property to which said violation or breach exists and to summarily abate and remove, at the expense of the owner or lessee thereof, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and City or any owner may prosecute a proceeding at law or in equity against the person or persons who have
the whole of said property or any portion thereof, with the
written consent of the owners of sixty-five percent (65%) of
the Property, based upon the number of square feet owned, as
compared to the total number of square feet of property pro-
vided, however, that so long as City owns at least twenty per-
cent (20%) of the Property specified herein and on Exhibit "A"
attached hereto, no such termination, extension, modification
or amendment shall be effective until a proper instrument in
writing has been executed and acknowledged and recorded in the
office of the County Clerk, Natrona County, Wyoming.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Effect of Invalidity: If any provision of
this Declaration is held to be invalid by any Court, the invalid-
ity of such provision shall not affect the validity of the re-
maining provisions hereof.

9.2 Addition of Territory: City may, at any time
during the pendency of these restrictions, add all or any portion
of the land described in Exhibit "A", which is attached hereto
and by this reference, made a part hereof, to the Property which
is covered by this Declaration, and upon the recording of a notice
of such addition, the covenants contained in this Declaration shall
apply to the added land in the same manner as if it were originally
covered by this Declaration.

9.3 City Action: Any action required or permitted
by City shall be by majority vote of the elected members of the
City Council of City.

IN WITNESS WHEREOF, the undersigned has executed this
Declaration on the date first hereinabove written.

ATTEST:

City Clerk
Calvin L. Chadsey

Declarant

Arthur C. Volk
Mayor
ADDENDUM TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

NORTH PLATTE INDUSTRIAL PARK

WHEREAS, the City of Casper is the owner of more
than sixty-five percent (65%) of the "Property" as defined
in the Declaration of Covenants, Conditions and Restrictions,
North Platte Industrial Park, recorded March 26, 1980, by
Instrument No. 286988, and the City desires to modify Section
3.4 of said Declaration of Covenants, Conditions and Restric-
tions, as provided by paragraph 8.2 of said Declaration of
Covenants, Conditions and Restrictions; and

WHEREAS, the City of Casper desires to make such
change in order to maintain a thoughtfully-designed and visual-
ly beautiful recreational area and industrial park; and

WHEREAS, attached hereto, and by this reference made
a part hereof as Exhibit "A", are the Graphic Standards approved
by the Casper City Council; and

WHEREAS, the City Council by Resolution No. 80-162,
passed, approved and adopted on October 21, 1980, authorized that
Section 3.4 of the Declaration of Covenants, Conditions and Re-
strictions, North Platte Industrial Park, be amended.

NOW, THEREFORE, Section 3.4 of that certain document
entitled "Declaration of Covenants, Conditions and Restrictions,
North Platte Industrial Park", dated March 24, 1980, and recorded
March 26, 1980, by Instrument No. 286988 in the office of the
Natrona County Clerk is hereby amended to read as follows:

3.4 Signs: No sign shall be erected or maintained
on the Property except in conformity with Council-approved Graphics
Standards and the following provisions:

(a) signs visible from the exterior of any building
may be lighted, but no signs or any other contrivance shall be
devised or constructed as to rotate, gyrate, blink or move in any
animated fashion;
Overhead Traffic Control System
In Township 20 North, Range 75 West of the 6th P.M., Albany County, Wyoming:

Section 5: All
Section 7: All
Section 9: All
Section 17: All
Section 18: All
Section 19: North and East of right of way of the Union Pacific Railroad Company
Section 21: All
Section 29: North and East of right of way of the Union Pacific Railroad Company

In Township 21 North, Range 75 West of the 6th P.M., Albany County, Wyoming:

Section 19: All
Section 20: All
Section 21: South and West of the old right of way of the Union Pacific Railroad Company
Section 27: North of the Union Pacific Railroad Company's old right of way
Section 29: All
Section 31: All
Section 32: All
Section 33: West of the old right of way of the Union Pacific Railroad Company

In Township 20 North, Range 76 West of the 6th P.M., Albany County, Wyoming:

Section 1: All
Section 3: All
Section 5: All
Section 7: That portion of Section 7 lying South and West of the Union Pacific Railroad Company's right of way, excepting and excluding that certain tract of land described by metes and bounds as follows, to wit:
Beginning at a point on the South right of way line of Union Pacific Railroad Company, said point being 702 feet North 1200 feet N. 81°01' W. from the Section corner common to Section 7 and 8, thence N. 81°01' W. along said South right of way line 515 feet; thence S. 59°30' W. 475.2 feet; thence South 51°1 feet; thence North 75°20' W. 950 feet, thence North 458 feet to the place of beginning. ALSO All that part of the N\ of Section 7 bounded and described as follows: Beginning at the northeast corner of said Section 7, thence South along the East line of said Section 7 a distance of 1738.58 feet to a point in the northerly right of way of the Union Pacific Railroad Company; thence Westerly along said right of way line which is a straight line parallel with and 100 feet distant northerly measured at right angles and/or radially, from the center line of the northerly or west bound main track of said Railroad Company as constructed and operated prior to 1968, a distance of 2218.3 feet, more or less, to a corner in said northerly right of way line; thence Northerly along said northerly right of way line which is a straight line drawn radially to the center line of a northerly main track a distance of 275 feet to a corner; thence Northwesterly along said Northerly right of way line which is concentric with and 375 feet distant northerly and northeasterly, measure radially, from said center line of northerly or westbound main track as constructed and operated prior to 1968 to a point in the north line of said Section 7; thence East along said north line of said Section 7 a distance of 3390 feet, more or less, to the point of beginning.

Section 9: All that portion lying South and West of the Union Pacific Railroad Company's right of way

(continued on next sheet)
CONSENT TO AMENDMENT OF COVENANTS
FOR THE NORTH PLATTE INDUSTRIAL PARK

WHEREAS Motel 6 Limited Partnership is the owner of property within the North Platte Industrial Park; and

WHEREAS said property owner desires to modify, as set forth below, Section 3.4 of the Declarations, Covenants, Conditions and Restrictions of the North Platte Industrial Park, hereinafter "Declarations", recorded March 26, 1980 by Instrument No. 286988, and amended by Addendum to Declaration of North Platte Industrial Park, recorded March 24, 1981 by Instrument No. 308835; and

WHEREAS Section 8.2 of said Declarations requires written consent of the owners of sixty-five percent (65%) of the Property within said Park, based upon the number of square feet owned as compared to the total number of square feet of property;

NOW, THEREFORE, the undersigned property owners of North Platte Industrial Park consent to the Amendment of Section 3.4 of the Declarations as follows:

3.4 Signs: No sign shall be erected or maintained on the Property except in conformity with Council-approved Graphics Standards and the following provisions:

(a) signs visible from the exterior of any building may be lighted, but no signs or other contrivance shall be devised or constructed as to rotate, gyrate, blink or move in any animated fashion;

(b) signs shall be restricted to advertising only the person, firm, company or corporation operating the use conducted on the site, or the products produced or sold thereon;

(c) the use of signs mounted directly to the building for primary building identification shall be forbidden. If information or directional type signage is required to be used by the owner or lessee of the building, it shall be flush-mounted;

(d) primary industrial park identity signage may be perpendicular to the roadway. On-site informational and/or directional signage shall be placed so as to best inform or direct visitors to the property. These signs must be approved by the city council.

(e) only one (1) single-faced, and only one (1) double-faced primary industrial park identity sign shall be permitted per primary building. No sign or
combination of signs shall exceed one (1) square foot in area for each two hundred (200) square feet of total site area; however, no sign shall exceed two hundred (200) square feet in area. An additional twenty (20) square feet shall be allowed for each additional business conducted on the site. The signs shall conform to the specifications set forth in "Graphics Standards/North Platte River Park and Industrial Park" as approved by the Casper City Council;

(f) a sign advertising the sale, lease or hire shall be permitted in addition to the other signs listed in this section. Said sign shall not exceed a maximum area of twenty-five (25) square feet, and shall be immediately removed upon completion of the transaction;

(g) no primary industrial park signage shall exceed sixty-five (65) feet in height;

(h) signs painted directly on the surface of the wall shall not be permitted;

(i) one (1) construction sign denoting the architects, engineers, contractors and other related subjects, shall be permitted upon the commencement of construction. Said sign shall not exceed twenty-five (25) square feet and shall be removed upon occupancy;

(j) a future tenant identification sign listing the name of future tenants, responsible agent or realtor, and identification of the North Platte River Industrial Park shall be permitted. Said sign shall not exceed twenty-five (25) square feet;

(k) special purpose signs, used to give directions to traffic or pedestrians, or to give instructions as to special conditions, and community directional and/or identification signs used to give directions to and identify areas within the North Platte River Industrial Park shall be in conformity with these Covenants, Council-approved Graphics Standards and the Manual of Uniform Traffic Control Devices for Streets and Highways, and the City Traffic Control Devices for Streets and Highways, and the City Zoning Ordinances.

DATED this 17th day of November, 1990.

UNION OIL COMPANY OF CALIFORNIA

By: J. Robertson
Attorney-in-Fact
STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

Sworn to and subscribed before me this 12th day of November, 1990.

Notary Public

Commission Expires: 6/9/93
CONSENT TO AMENDMENT OF COVENANTS FOR THE NORTH PLATTE INDUSTRIAL PARK

WHEREAS Motel 6 Limited Partnership is the owner of property within the North Platte Industrial Park; and

WHEREAS said property owner desires to modify, as set forth below, Section 3.4 of the Declarations, Covenants, Conditions and Restrictions of the North Platte Industrial Park, hereinafter "Declarations", recorded March 26, 1980 by Instrument No. 286988, and amended by Addendum to Declaration of North Platte Industrial Park, recorded March 24, 1981 by Instrument No. 308835; and

WHEREAS Section 8.2 of said Declarations requires written consent of the owners of sixty-five percent (65%) of the Property within said Park, based upon the number of square feet owned as compared to the total number of square feet of property;

NOW, THEREFORE, the undersigned property owners of North Platte Industrial Park consent to the Amendment of Section 3.4 of the Declarations as follows:

3.4 Signs: No sign shall be erected or maintained on the Property except in conformity with Council-approved Graphics Standards and the following provisions:

(a) signs visible from the exterior of any building may be lighted, but no signs or other contrivance shall be devised or constructed as to rotate, gyrate, blink or move in any animated fashion;

(b) signs shall be restricted to advertising only the person, firm, company or corporation operating the use conducted on the site, or the products produced or sold thereon;
(c) the use of signs mounted directly to the building for primary building identification shall be forbidden. If information or directional type signage is required to be used by the owner or lessee of the building, it shall be flush-mounted;

(d) primary industrial park identity signage may be perpendicular to the roadway. On-site informational and/or directional signage shall be placed so as to best inform or direct visitors to the property. These signs must be approved by the city council;

(e) only one (1) single-faced, and only one (1) double-faced primary industrial park identity sign shall be permitted per primary building. No sign or combination of signs shall exceed one (1) square foot in area for each two hundred (200) square feet of total site area; however, no sign shall exceed two hundred (200) square feet in area. An additional twenty (20) square feet shall be allowed for each additional business conducted on the site. The signs shall conform to the specifications set forth in "Graphics Standards/North Platte River Park and Industrial Park" as approved by the Casper City Council;

(f) a sign advertising the sale, lease or hire shall be permitted in addition to the other signs listed in this section. Said sign shall not exceed a maximum area of twenty-five (25) square feet, and shall be immediately removed upon completion of the transaction;

(g) no primary industrial park signage shall exceed sixty-five (65) feet in height;

(h) signs painted directly on the surface of the wall shall not be permitted;

(i) one (1) construction sign denoting the architects, engineers, contractors and other related subjects, shall be permitted upon the commencement of construction. Said sign shall not exceed twenty-five (25) square feet and shall be removed upon occupancy;
(j) a future tenant identification sign listing
the name of future tenants, responsible agent
or realtor, and identification of the North
Platte River Industrial Park shall be
permitted. Said sign shall not exceed
twenty-five (25) square feet;

(k) special purpose signs, used to give directions
to traffic or pedestrians, or to give
instructions as to special conditions, and
community directional and/or identification
signs used to give directions to and identify
areas within the North Platte River Industrial
Park shall be in conformity with these
Covenants, Council-approved Graphics
Standards and the Manual of Uniform
Traffic Control Devices for Streets and
Highways, and the City Traffic Control
Devices for Streets and Highways, and the
City Zoning Ordinances.

DATED this 27th day of __________, 1990.

PARADISE LAND COMPANY

By:

STATE OF WYOMING

) ss.

COUNTY OF NATRONA

Sworn to and subscribed before me this 27th day of __________, 1990.

Notary Public
CONSENT TO AMENDMENT OF COVENANTS
FOR THE NORTH PLATTE INDUSTRIAL PARK

WHEREAS Motel 6 Limited Partnership is the owner of property within the North Platte Industrial Park; and

WHEREAS said property owner desires to modify, as set forth below, Section 3.4 of the Declarations, Covenants, Conditions and Restrictions of the North Platte Industrial Park, hereinafter "Declarations", recorded March 26, 1980 by Instrument No. 286988, and amended by Addendum to Declaration of North Platte Industrial Park, recorded March 24, 1981 by Instrument No. 308835; and

WHEREAS Section 8.2 of said Declarations requires written consent of the owners of sixty-five percent (65%) of the Property within said Park, based upon the number of square feet owned as compared to the total number of square feet of property;

NOW, THEREFORE, the undersigned property owners of North Platte Industrial Park consent to the Amendment of Section 3.4 of the Declarations as follows:

3.4 Signs: No sign shall be erected or maintained on the Property except in conformity with Council-approved Graphics Standards and the following provisions:

(a) signs visible from the exterior of any building may be lighted, but no signs or other contrivance shall be devised or constructed as to rotate, gyrate, blink or move in any animated fashion;

(b) signs shall be restricted to advertising only the person, firm, company or corporation operating the use conducted on the site, or the products produced or sold thereon;

(c) the use of signs mounted directly to the building for primary building identification shall be forbidden. If information or directional type signage is required to be used by the owner or lessee of the building, it shall be flush-mounted;

(d) primary industrial park identity signage may be perpendicular to the roadway. On-site informational and/or directional signage shall be placed so as to best inform or direct visitors to the property. These signs must be approved by the city council;

(e) only one (1) single-faced, and only one (1) double-faced primary industrial park identity sign shall be permitted per primary building. No sign or

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combination of signs shall exceed one (1) square foot in area for each two hundred (200) square feet of total site area; however, no sign shall exceed two hundred (200) square feet in area. An additional twenty (20) square feet shall be allowed for each additional business conducted on the site. The signs shall conform to the specifications set forth in “Graphics Standards/North Platte River Park and Industrial Park” as approved by the Casper City Council:

(f) a sign advertising the sale, lease or hire shall be permitted in addition to the other signs listed in this section. Said sign shall not exceed a maximum area of twenty-five (25) square feet, and shall be immediately removed upon completion of the transaction:

(g) no primary industrial park signage shall exceed sixty-five (65) feet in height;

(h) signs painted directly on the surface of the wall shall not be permitted:

(i) one (1) construction sign denoting the architects, engineers, contractors and other related subjects, shall be permitted upon the commencement of construction. Said sign shall not exceed twenty-five (25) square feet and shall be removed upon occupancy;

(j) a future tenant identification sign listing the name of future tenants, responsible agent or realtor, and identification of the North Platte River Industrial Park shall be permitted. Said sign shall not exceed twenty-five (25) square feet;

(k) special purpose signs, used to give directions to traffic or pedestrians, or to give instructions as to special conditions, and community directional and/or identification signs used to give directions to and identify areas within the North Platte River Industrial Park shall be in conformity with these Covenants, Council-approved Graphics Standards and the Manual of Uniform Traffic Control Devices for Streets and Highways, and the City Traffic Control Devices for Streets and Highways, and the City Zoning Ordinances.

DATED this 21st day of December, 1990.

CITY OF CASPER

By: [Signature]

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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).
RESOLUTION NO. 90-183

A RESOLUTION AMENDING SECTION 3.4(D) OF THE COVENANTS OF THE NORTH PLATTE INDUSTRIAL PARK, AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE, AND THE CITY CLERK TO ATTEST THERETO.

WHEREAS, the City of Casper has acquired the North Platte Industrial Park for recreational enjoyment of all the people of Casper; and,

WHEREAS, the City Council of the City of Casper desires to maintain a thoughtfully designed and visibly beautiful recreation and industrial park.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, that the covenants of the North Platte Industrial Park, as recorded, are hereby amended to read as follows:

Section 3.4.

D. Primary industrial park identity signage may be perpendicular to the roadway. On-site informational and/or directional signage shall be placed so as to best inform or direct visitors to the property. These signs must be approved by the City Council.

E. Only one single face and one double face primary industrial park identity sign shall be permitted per primary building. No sign or combination of signs shall exceed one (1) square foot inch area for each two hundred (200) square feet of total sign area: however, no sign shall exceed two hundred (200) square feet in area. An additional twenty (20) square feet shall be allowed for each additional business conducted upon the site. The signs shall conform to the specifications set forth in the Graphic Standards/North Platte River Park and Industrial Park, as approved by the City Council.

G. No primary industrial park signage shall exceed sixty-five feet (65') in height.

PASSED, APPROVED, AND ADOPTED this 15th day of December, 1990.