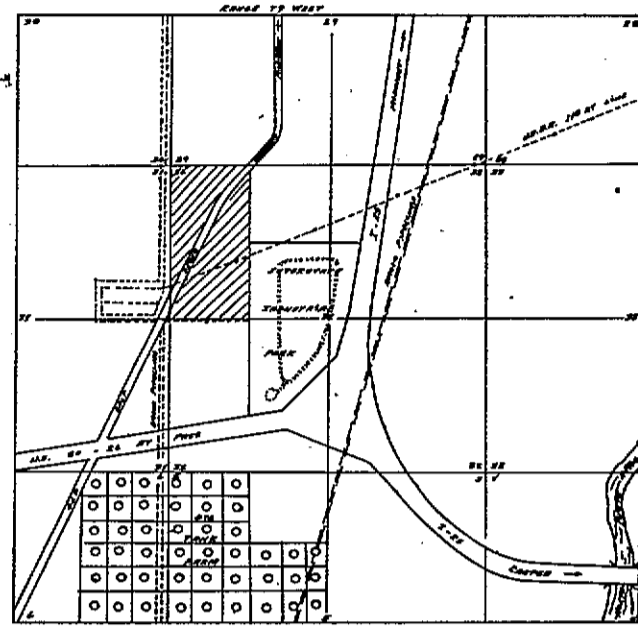
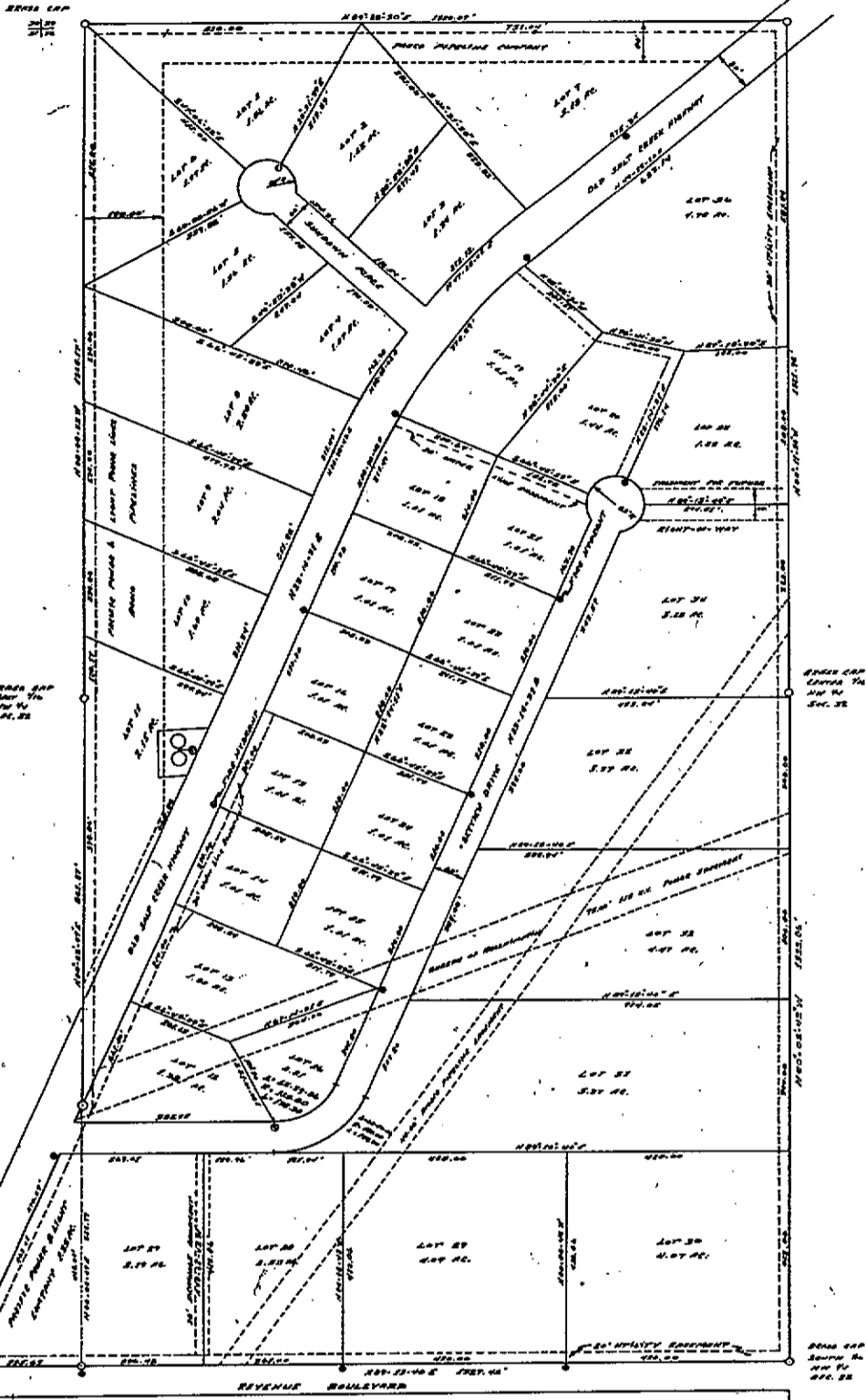


283/13



CERTIFICATE OF PLATTING

SKYVIEW INDUSTRIAL PARK, a Wyoming Partnership and Pacific Power & Light Company, a public corporation, hereby certifies that the plat and description of the subdivision...

State of Wyoming, County of Natrona, 28th day of October, 1977. Signed by James C. Galt, President of Skyview Industrial Park.

STATE OF WYOMING ) COUNTY OF NATRONA ) 28th day of October, 1977. Approved by the Natrona County Planning Commission.

PLANNING COMMISSION APPROVAL. Approved by the Natrona County Planning Commission this 28th day of October, 1977.

COUNTY COMMISSIONERS APPROVAL. Approved by the Natrona County Commissioners this 28th day of October, 1977.

HEALTH OFFICER APPROVAL. Approved by the Natrona County Health Officer this 30th day of November, 1977.

GENERAL REMARKS: 1. ROAD MAINTENANCE: Roads will be maintained by the Owners Association... 2. EASEL: Easement from the Salt Creek Highway...

CERTIFICATE OF SURVEYOR

BEFORE ME, the undersigned authority, on this 28th day of October, 1977, James C. Galt, President of Skyview Industrial Park, presented to me...

COUNTY SURVEYOR APPROVAL

Approved by the Natrona County Surveyor this 28th day of October, 1977.

STATE OF WYOMING ) COUNTY OF NATRONA ) 28th day of October, 1977. Approved by the Natrona County Surveyor.

SKYVIEW INDUSTRIAL PARK SUBDIVISION. NATRONA COUNTY WYOMING. SKYVIEW INDUSTRIAL PARK PARTNERS. SCALE 1"=100'. ROSENDAHL ENGINEERING & SURVEYING. STORY, WYOMING.

MICROFILM

RECORDED Dec 9 1977 AT 2:37 O'CLOCK PM  
IN BOOK 69 OF MISC. PAGE 154  
NO. 224940 JOHN J. POWERS COUNTY CLERK

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
SKYVIEW INDUSTRIAL PARK

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, SKYVIEW INDUSTRIAL PARK, a partnership composed of Ray Atkins, Clark Schilling and Harvey Richardson, (hereinafter referred to as "Landowner") are the owners of all that certain real property situate in Natrona County, State of Wyoming, known and described as Skyview Industrial Park, a subdivision of Natrona County, Wyoming, as 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 283 of Maps at 13, and

NOW, THEREFORE, for and in consideration of the premises, Landowner does hereby and by these presents make, publish, declare and impose upon all of the real property situate and included within the Subdivision the following restrictions and limitations governing the use and development of all tracts within the Subdivision, and does hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land in the Subdivision and shall be binding upon the undersigned and all persons claiming under it from and after the first tract sale, and shall be for the benefit of, as well as limiting and restricting, all future owners of tracts within the Subdivision, to-wit:

ARTICLE I

DEFINITIONS

1. Tracts: All of the subdivision tracts designated on the recorded plat of the subdivision or portions thereof individually owned.
2. Skyview Industrial Park: The words Skyview Industrial Park as used in these covenants shall mean all of the lands included within this Subdivision. Any lands added to Skyview Industrial Park by other adjacent owners in accordance with this instrument and expressly made subject to this Declaration by written amendment filed

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(G).

in the office of the Natrona County Clerk shall thereafter be deemed a part of the Subdivision for purposes of the application of this Declaration.

3. Association: Shall mean and refer to Skyview Industrial Park Association.

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

5. Properties: Shall mean and refer to that certain real property in the Subdivision hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

6. Common Area: All property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first tract and which shall be conveyed by Landowner to the Association prior to sale, by contract or otherwise, of the first tract, is described as follows:

Streets, roads, and thoroughfares as shown on the Subdivision plat for the purpose of maintaining, improving and providing access to the tracts out or in, and ingress and egress to all ditches and easements for maintenance and improvements.

7. Skyview Industrial Park: Landowners, their successors, or assigns if such successors or assigns should acquire more than one undeveloped tract from Declarant for the purpose of development.

ARTICLE II

SKYVIEW INDUSTRIAL PARK OWNERS' ASSOCIATION

Membership in Skyview Industrial Park: All persons, corporations, or associations who own or acquire the title in fee to any of the land (other than lands dedicated as public roads), by whatever means acquired, shall automatically become members of the Association.

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).

## ARTICLE III

PROPERTY RIGHTS

1. Owners' Easements of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the common area, which shall be appurtenant to and shall pass with the title to every tract, subject to the following provisions:

- (a) The right of the Association to charge reasonable fees for the use and maintenance of the common area or any part thereof.
- (b) The right of the Association to suspend voting rights of, and the use of any of the common area, by an owner for any period during which any assessment against the owner's tract is due but unpaid. Utilization of the common area and suspension of voting rights may be enforced for a period not to exceed sixty (60) days and for any infraction of the published rules and regulations of the Association.
- (c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and upon such conditions as agreed to by the members of the Association. Provided, however, no such dedication or transfer shall be effective unless a resolution has been adopted by two-thirds of each class of members who cast votes in person or in proxy at a meeting duly called for such purpose.

2. Delegation of Use: Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area to the members of his family, his tenants, invitees, customers, guests or contract purchasers.

## ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

1. Every owner of a tract which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any tract which is subject to assessment.

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

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).

Class A. Class A members shall be all owners with the exception of Skyview Industrial Park and shall be entitled to one vote for each tract owned. When more than one person holds an interest in any tract, all such persons shall be members; provided, however, there shall exist only one vote for each tract which vote shall be exercised as the owners of the tract determine.

Class B. The Class B members shall be Skyview Industrial Park and Skyview Industrial Park shall be entitled to three (3) votes for each tract owned. The Class B membership shall cease and be converted to Class A membership (i.e. one vote for each tract owned) on the happening of either of the following events, whichever occurs earlier:

- (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, 1981, or
- (c) in the event that Skyview Industrial Park retains tracts within the subdivision for development purposes, each such tract, when development is completed, will obtain Class A status under Skyview Industrial Park ownership if such development occurs before 1981.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

##### 1. Creation of the Lien and Personal Obligation of

##### Assessments.

Landowners, for each tract owned by it within the properties, hereby covenants, and the owner of each tract, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase thereof, whether or not expressed in such deed or contract, is and shall be 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. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall constitute a charge on the land and shall be a continuing lien upon the tract (being deemed to be each tract shown on the original Subdivision plat) against

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).

which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the owner of the tract at the time the assessment is due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, though the lien shall, in any event, continue as a charge against the tract despite a transfer of title.

2. Purpose of Assessment: The assessments levied by the Association shall be used exclusively to maintain, repair, or rebuild roads, drainage ditches and easements.

3. Maximum Annual Assessment: Until such time as Seventy-five Percent (75%) of the tracts of said property are sold by Skyview Industrial Park, it shall bear all costs of road maintenance.

(a) From and after such time, the maximum annual assessment will be \$60.00 per acre per year and may be increased each year not more than 6% above the maximum assessment for the previous year without a vote for the membership.

(b) From and after such time, the maximum annual assessment may be increased above 6% by a vote of two-thirds (2/3) of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors 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 in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, provided that any such assessment for capital improvements shall have the assent of two-thirds (2/3) of the votes of each class of membership who cast votes in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Any Action Authorized Under Sections 1, 2, 3, and 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 1, 2, 3, or

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).

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 of 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 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: Both annual and special assessments must be fixed at a uniform rate, except as hereinafter provided, for all tracts and may be collected on a monthly basis or such other basis as agreed upon by the Board of Directors. It is further provided that the assessment for all tracts owned by Skyview Industrial Park upon which no improvements have been constructed shall be fixed at no more than one-third (1/3) of the assessment rate for other tracts until January 1, 1981.

7. Date of Commencement of Annual Assessments: Due Dates:  
 The annual assessments provided for herein shall commence \_\_\_\_\_  
 \_\_\_\_\_. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each tract at least thirty (30) days in advance of each annual assessment period (which unless changed by the Board of Directors shall be the calendar year); provided, however, failure of the Board of Directors to fix an assessment within the time provided therefor shall not preclude the Board thereafter fixing an assessment for the annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto at least thirty (30) days prior to the due date. The due dates shall be established by the Board of Directors. The Association shall, upon demand of the owner or a person authorized by the owner, and for a reasonable charge, furnish

Compilments 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).

a certificate signed by an officer of the Association setting forth whether the assessments on a specified tract have been paid.

8. Effect of Non-payment of Assessments: Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may at its option bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his tract.

9. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any tract shall not affect the assessment lien. However, the sale or transfer of any tract pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE VI

##### GENERAL RESTRICTIONS ON ALL TRACTS IN SUBDIVISION

Zoning Regulations: No land within the Subdivision shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Natrona County, Wyoming.

#### ARTICLE VII

##### RESTRICTIONS

1. Maintenance of Land: The following conditions, limitations and restrictions shall govern the maintenance and use of the land in this subdivision:

- (a) Fence rows shall be kept clean and clear of weeds, trash and debris and by each owner of each tract.
- (b) Noxious weeds shall not be permitted to exist or flourish unchecked but diligent action toward their eradication must be taken on discovery of their presence.

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).



- (c) Drainage ditches shall be kept clear, open and in good condition at all times when use of the said ditches for any purpose shall be desirable. The duty of opening and maintaining in proper condition such ditches shall be the duty of each owner and for the benefit of his own tract and the tracts of the owners served thereby.
- (d) Uncontrolled growth of weeds or brush or the accumulation of trash and debris along the roadway shall not be permitted; each property owner shall have the duty of controlling that condition with respect to the roadway property.
- (e) Garbage or trash from household or commercial use of the tract shall not be permitted to so accumulate as to become unsightly or a nuisance, but shall be disposed of or removed from the property with reasonable promptness and in a manner consonant with good sanitation practices.
- (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 General Industrial Use as defined and set forth in Resolution Number 38-172 of the Board of Commissioners of Natrona County, Wyoming, adopted September 15, 1972, and filed on April 22, 1975 (File No. 169021) in the office of the County Clerk, Natrona County, Wyoming, shall be permitted to exist.
- (h) Owner shall, at his own expense, install at least one 7,000 lumen night light on each tract.
- (i) Owner shall, at his own expense, install a culvert with a minimum size of 18 inches in diameter in each entrance to his property.

## 2. Building and Construction Requirements and Restrictions:

All sewer systems and water systems on the said tracts shall be subject to Natrona County and State of Wyoming rules, regulations and laws.

3. Water: Skyview Industrial Park has entered into an agreement with the Wardwell Water and Sewer District (District) wherein District has agreed to furnish water to the Subdivision upon certain conditions. One of these conditions is that a tap fee in the amount of One Thousand Five Hundred Dollars (\$1,500.00) must be paid by owner or developer to the District for each tap.

Skyview Industrial Park will pay all costs for bringing the water and lines to the Subdivision. Each owner shall be

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 9604(c).

responsible for the initial \$1,500.00 tap fee to Wardwell Water and Sewer District and any additional taps and tap fees for each such tract as well as any charges for use of water and such use shall not exceed 30,000 gallons per month per tap during peak use periods for commercial usage. Pursuant to said agreement, any water in excess of 30,000 gallons per month per tap shall be purchased by owner at a rate of One Thousand Five Hundred Dollars (\$1,500.00) for each additional 30,000 gallons per month or any portion thereof.

### ARTICLE VIII

#### EASEMENTS

1. Utility Easements: Landowners hereby reserve to themselves, their successors, and assigns, perpetual easements within the Subdivision boundary, within all road easements, and any other easements indicated on the plat, for the purpose of constructing, maintaining, operating, replacing, enlarging and repairing power, telephone, water, irrigation, storm drainage, sewer, gas, and similar lines, pipes, wires, ditches and conduits for the benefit of the Subdivision and for the extension of such facilities into and development of lands adjacent to the Subdivision.

2. Easements for Private Roads or Lanes: Skyview Industrial Park hereby reserves to itself, its successors and assigns, a perpetual right to use all roads and roadways in the Subdivision for ingress and egress to any land adjacent to Skyview Industrial Park.

3. Dedicated Roads and Maintenance: Skyview Industrial Park, its successors and assigns, shall construct all roads, drives and lanes to be transferred to the association as shown on the subdivision plat. The Association shall, after such transfer, assume all responsibilities and obligations of maintenance and improvement of roads, drives and lanes until such time as the same may be transferred to and accepted by Natrona County, Wyoming, or such other duly constituted governmental agency as may take over such roads for public purposes.

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).

ARTICLE IX  
ENFORCEMENT

163

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).

1. Enforcement Actions: The Board of Directors shall have the right to prosecute any action enforcing the provisions of all covenants by injunctive relief, on behalf of itself and all or part of the Skyview Industrial Park owners. In addition, each owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation.

2. Limitations on Action: In the event any construction, alteration or site landscape work is commenced upon any portion of the Subdivision in violation of these covenants and no action is commenced to restrain such violation within thirty (30) days after the violation is recognizable, the injunctive or equitable relief shall be denied, but action for damages shall still be available to any party aggrieved. Said thirty (30) day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

ARTICLE X  
GENERAL PROVISIONS

1. Severability: Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

2. Effect and Duration of Covenants: The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the Subdivision, and each owner of property therein, his successors, representatives and assigns and shall continue in force and effect until January 1, 1995, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each.

3. Amendment: The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended except by written consent of the owners of eighty percent (80%) of the privately owned land included

within the boundaries of Skyview Industrial Park, as the same may then be shown by the plat on file in the office of the Clerk of and Recorder of Natrona County, Wyoming. Any such amendment shall be ineffective until it shall have been placed of record in the office of the County Clerk, Natrona County, Wyoming.

4. Enforcement: If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for the Association or any person or persons owning real property in the Subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages actual and punitive for such violations.

5. Annexation:

- (a) Additional industrial or commercial lands may be annexed to said Owners' Association, provided said area pays its proportionate share of maintenance costs and roads are constructed in a similar or agreed manner at no expense to the Association.
- (b) Upon a merger or consolidation of the Association with another association as provided in the Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association by the surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the covenants and restrictions established by this Declaration within the properties together with the Covenants and Restrictions established on any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the properties except as may be herein provided.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 29 day of Nov., 1977.

SKYVIEW INDUSTRIAL PARK,  
a partnership, by

Ray Atkins  
Ray Atkins

Clark Schilling  
Clark Schilling

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).

*Harvey Richardson*  
Harvey Richardson

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

STATE OF WYOMING }  
COUNTY OF NATRONA } SS.

On this the 29 day of Nov, 1977,  
before me personally appeared Ray Atkins, Clark Schilling, and  
Harvey Richardson, partners of Skyview Industrial Park, to me  
personally known to be the persons described in and who executed  
the foregoing instrument and acknowledged that they executed the  
same as their respective free act and deed.

Witness my hand and seal the day and year first above  
written.

*Walter E. Strickland*  
Notary Public

My Commission Expires: Sept 30, 1978



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).