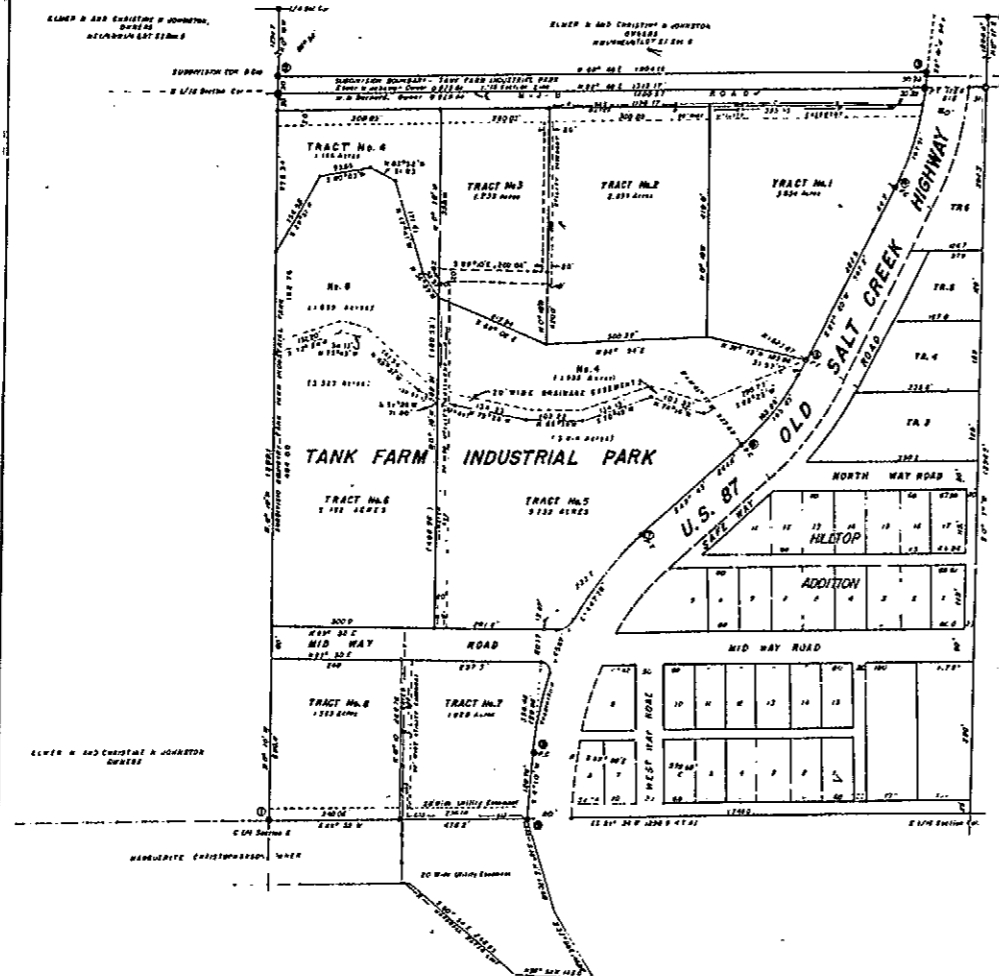


2105



WEST SIDE OF HIGHWAY  
 1. 20° 53'  
 2. 100.00'  
 3. 83° 33' 51"  
 4. 100.00' ± 0.10'  
 5. 118° 35' 00"  
 6. 107.50'

WEST SIDE OF HIGHWAY  
 1. 27° 35'  
 2. 100.00'  
 3. 83° 33' 51"  
 4. 100.00' ± 0.10'  
 5. 118° 35' 00"  
 6. 107.50'

WEST SIDE OF HIGHWAY  
 1. 27° 35'  
 2. 100.00'  
 3. 83° 33' 51"  
 4. 100.00' ± 0.10'  
 5. 118° 35' 00"  
 6. 107.50'

CURVE INTERSECTION SURVEY DETAILS

1511 CURVE DATA OF PUBLICATION

The undersigned H & B Company, a Wyoming partnership, Bill E. McHenry and Susan E. McHenry, husband and wife; Victor L. McHenry and Joan E. McHenry, husband and wife, hereby certify that they are the owners and proprietors of the Subdivision of Tank Farm Industrial Park, Section 6, T. 33 N., R. 79 W., 6th P.M., Natrona County, Wyoming, as set forth by and as appears on this plat and were personally described by them and bounds as follows:

Beginning at the Subdivision Corner No. 1, located at the Center E Corner, Section 6, T. 33 N., R. 79 W., along the west Subdivision Boundary and Course Section Line a distance of 1200.0 feet, more or less, to the 20th Section Corner; thence S. 89° 10' 00" W., a distance of 30.00 feet to Subdivision Corner No. 2; thence S. 89° 10' 00" W., and parallel to 20th Section Line a distance of 1200.0 feet, more or less, to the 18th Section Corner; thence S. 89° 10' 00" W., a distance of 30.00 feet to a point on the 18th Section Line; thence S. 89° 10' 00" W., a distance of 112.5 feet from the 20 1/2 Section Corner, said point as defined on the map as 271, thence along the west highway right-of-way whose central angle is 20° 53' on an 11° 00' degree curve a distance of 107.50 feet, more or less, to the highway PC marker and Subdivision Corner No. 4; thence along said highway right-of-way, S. 27° 35' 00" W., a distance of 307.2 feet, more or less, to 72 marker and Subdivision Corner No. 7; thence along the west highway right-of-way whose central angle is 21° 21' on a 10° 36' curve a distance of 119.43 feet, more or less, to a PC marker and Subdivision Corner No. 8; thence along said highway right-of-way S. 27° 35' 00" W., a distance of 324.8 feet to a 72 marker and Subdivision Corner No. 9; thence along said highway right-of-way S. 27° 35' 00" W., a distance of 320.76 feet, more or less, to a 20 point on the 21st Section Line and Subdivision Corner No. 11; thence S. 89° 10' 00" W., along the Center Section Line a distance of 479.1 feet, more or less, to the Point of Beginning.

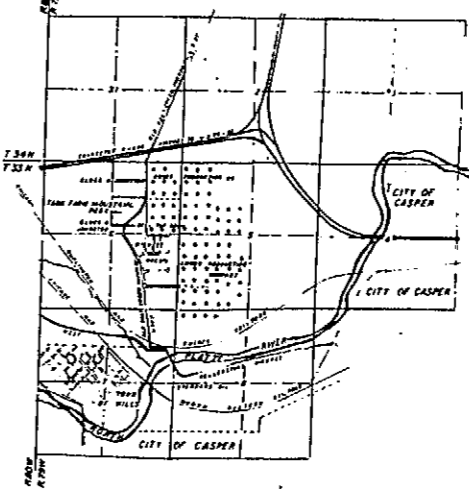
Said Tank Farm Industrial Park contains 24,000 acres, more or less.

to wit: the free personal and in accordance with the desires of the undersigned owners and proprietors. The base of said Subdivision shall be "TANK FARM INDUSTRIAL PARK."

The undersigned owners and proprietors in recording this plat of Tank Farm Industrial Park have designated certain areas as "Common Areas" and "Public Areas" respectively which areas are reserved by the said undersigned owners and proprietors for use and enjoyment by the owners of land in the Subdivision and transfer to Tank Farm Owner's Association, Inc. in accordance with the "Declaration of Covenants, Conditions, and Restrictions" imposed upon said land and recorded in the office of the County Clerk of Natrona County in Book \_\_\_\_\_ of Misc. at page \_\_\_\_\_ and by this reference made a part hereof as if set forth herein at length. The areas so designated are dedicated by the undersigned owners and proprietors for use by the general public but they are dedicated to the common use and enjoyment of the owners of land in Tank Farm Industrial Park and such other persons as provided in the declaration referred to above. "NO PUBLIC UTILITIES OR STREETS OR ROADS."

SEWER SYSTEM: "NO PROPOSED PUBLIC SEWER SYSTEM" is provided. An adequate, complete sewer system shall be approved, as provided for by the Natrona County Health Department.

DOMESTIC WATER SUPPLY: The domestic water supply is from the Natrona Water District and subject to the Natrona Water District regulations.



VICINITY MAP SCALE 1"=2000'

**EXPLANATION**

- 1. ...
- 2. ...
- 3. ...
- 4. ...
- 5. ...
- 6. ...
- 7. ...
- 8. ...
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- 14. ...
- 15. ...
- 16. ...
- 17. ...
- 18. ...
- 19. ...
- 20. ...

APPROVED: [Signature]

BY NATIONAL COUNTY PLANNING COMMISSION [Signature]

APPROVED: [Signature]

BY THE TOWN COUNCIL, TOWN OF HILLS, WYOMING, [Signature]

ATTORNEY: [Signature]

**CERTIFICATE OF SURVEY**

STATE OF WYOMING )

COUNTY OF NATRONA )

I, Elmer J. Johnston, of Casper, Wyoming, a duly Registered Land Surveyor in the State of Wyoming and President of Johnston's, Inc., Engineering Service, do hereby certify that this map was prepared from notes taken during an actual survey made by me and/or other surveyors or direct superintendence, from November, 1974 through April, 1975; that the plat correctly represents the survey of the Tank Farm INDUSTRIAL PARK SUBDIVISION; that all tracts are numbered as shown in the plat; that all dimensions are expressed in feet and decimals thereof and of course in one foot in ten thousandths or better; all being true and correct to the best of my knowledge and belief.

Wyoming Registration No. 144 [Signature]

Submitted to by proponent and sworn to before me this 23rd April, 1975.

My Commission expires August 16, 1977.

The undersigned owners and proprietors of the lands included in this plat hereby waive and relinquish all rights they may have therein by virtue of the Statutory Homestead Laws of the State of Wyoming.

DATED at Casper, Wyoming this 23rd day of April, 1975.

H & B COMPANY, a Wyoming Partnership, by

[Signatures]

STATE OF WYOMING )

COUNTY OF NATRONA )

On this 23rd day of April, 1975, before me personally appeared Robert E. Barrows, William F. Barrows, Victor L. McHenry, and Bill E. McHenry, husband and wife; Victor L. McHenry and Joan E. McHenry, husband and wife; Susan E. McHenry and Susan E. McHenry, husband and wife; Victor L. McHenry and Joan E. McHenry, husband and wife; and Elmer J. Johnston and Christine M. Johnston, husband and wife, to be personally known to me by the names 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.

[Signature]

My Commission expires: August 16, 1977

259/448

PLAT OF  
 TANK FARM INDUSTRIAL PARK  
 A SUBDIVISION OF  
 PARTS OF  
 THE SW 1/4 NE 1/4 & NW 1/4 NE 1/4 (Lot 2)  
 SECTION 6, T. 33 N., R. 79 W., 6th P.M.  
 NATRONA COUNTY, WYOMING.  
 SCALE 1"=100'

EXHIBIT "A"

RECORDED June 6 1975 3:00 P.M.  
IN BOOK 63 OF Misc. PAGE 459  
JAMES J. TOLSON  
COMMITTEE

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
TANK FARM INDUSTRIAL PARK

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, M & B COMPANY, a Wyoming partnership,  
VICTOR L. McMURRY and JEAN M. McMURRY, husband and wife, NEIL A.  
McMURRY and SUSAN K. McMURRY, husband and wife, and ELMER N.  
JOHNSTON and CHRISTINE N. JOHNSTON, husband and wife, (herein-  
after referred to as "Landowners") are the owners of all that  
certain real property situate in Natrona County, State of Wyom-  
ing, known and described as Tank Farm Industrial Park, a sub-  
division of Natrona County, Wyoming, as described on Exhibit  
"A" attached hereto (hereinafter referred to as the "Subdivision")  
and as shown on the plat and dedication thereof duly recorded  
in the office of the County Clerk of Natrona County, State of  
Wyoming, in Book 259 of Maps at 448, and

NOW, THEREFORE, for and in consideration of the premises,  
Landowners do hereby and by these presents make, publish, de-  
clare 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 do 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 bene-  
fit 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

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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 recorded plat of the subdivision.

2. Tank Farm Industrial Park: The words Tank Farm Industrial Park as used in these covenants shall mean all of the lands included within this Subdivision. Any lands added to Tank Farm Industrial Park by M & B Company or other adjacent owners in accordance with this instrument and expressly made subject to this Declaration by written amendment filed 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 Tank Farm Industrial Park Association, Inc., a non-profit, Wyoming corporation, its successors and assigns.

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 Landowners 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.

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7. Tank Farm 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

TANK FARM INDUSTRIAL PARK OWNERS' ASSOCIATION

Membership in Tank Farm 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, a Wyoming corporation not for profit, in accordance with the Articles of Incorporation of said Association as presently in effect and filed with the Secretary of State of Wyoming and as the same may be duly amended from time to time.

## 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

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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:

Class A. Class A members shall be all owners with the exception of M & B Company 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 M & B Company and M & B Company 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, 1980, or
- (c) in the event that M & B Company retains tracts within the subdivision for development purposes, each such tract, when development is completed, will

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obtain Class A status under M & B  
Company ownership if such development  
occurs before 1980.

ARTICLE V

COVENANT FOR MAINTNANCE 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 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 was 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 for the welfare of owners in the addition and other adjoining property.

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3. Maximum Annual Assessment: Until January 1, 1976,

M & B Company shall bear all costs of road maintenance.

(a) From and after January 1, 1976, 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 of the membership.

(b) From and after January 1, 1976, 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, including fixtures and personal property related thereto, 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 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 quor-

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un. 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 herein-after 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 M & B Company 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, 1980.

7. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence January 1, 1976. 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 set 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 a certificate signed by an officer of the Association

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Setting forth whether the assessments on a specified tract have been paid.

8. Effect of Nonpayment 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 8 percent 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:

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- (a) Fence rows shall be kept clear 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.
- (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 other 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 other uses inconsistent with the Light 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.

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.

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

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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: M & B Company 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 Tank Farm Industrial Park. Elmer N. Johnston and Christine N. Johnston, husband and wife, and their immediate family shall have the right to use such roads or roadways in the Tank Farm Industrial Park for ingress and egress to their adjacent land, described in Exhibit "B" attached hereto, without charge to the Johnstons.

At such time as any tract of the Johnston land is developed, sold or leased by the said Elmer N. Johnston and Christine N. Johnston, then each such buyer or lessee shall be required to pay his or its proportionate share of the maintenance of Mid Way Road and the north access road. The amount of each share shall be computed and based upon the area purchased or leased from the said Elmer N. Johnston and Christine N. Johnston and the lands of M & B Company as the acreage of the buyer or lessee bears to the whole of all lands being serviced by said roads owned by M & B Company and its assigns, and those portions of the acreage sold or leased by Elmer N. Johnston and Christine N.

Johnston. The assessment provided for herein shall be assessed and collected as provided for by Article V, Sections 7, 8 and 9.

By the execution of this document, Elmer N. Johnston and Christine N. Johnston agree that all of the lands owned by them, as described herein, shall be and hereby is burdened by a covenant to make the payments described herein, and shall be

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a covenant running with the land so that their heirs, assigns, grantees and lessees shall be bound by such assessments as described herein, and the terms provided for the collection thereof, and Elmer N. Johnston and Christine N. Johnston agree to insert in each conveyance or lease a reference to the terms of this agreement, and make such sale or lease subject thereto.

3. Dedicated Roads and Maintenance: M & P Company, 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.

#### ARTICLE IX

##### ENFORCEMENT

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 Tank Farm 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, then 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

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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 Tank Farm 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

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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.

- (5) 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.

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



IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 29th day of May, 1975.

M & B COMPANY, a Wyoming partnership, by

Robert N. Barnard  
Robert N. Barnard, partner

Victor L. McMurry  
Victor L. McMurry, partner

William N. Barnard  
William N. Barnard, partner

Neil A. McMurry  
Neil A. McMurry, partner

Neil A. McMurry  
Neil A. McMurry, Individually

Susan R. McMurry  
Susan R. McMurry

Victor L. McMurry  
Victor L. McMurry, Individually

Jean M. McMurry  
Jean M. McMurry

Elmer N. Johnston  
Elmer N. Johnston

Christine N. Johnston  
Christine N. Johnston

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