

DISCLOSURE STATEMENT
FOR
561258 THE WINLAND INDUSTRIAL PARK

This disclosure statement has been prepared in an effort to provide general information to the public related to the construction and maintenance of all improvements that are to be completed within this subdivision. This document shall be kept at the County Clerk's office and shall be available upon request to the public.

Detailed technical drawings and specifications for all improvements have been reviewed and approved by all applicable federal, state and local review agencies including the County Planning Commission; the Board of County Commissioners; the County Engineer; the Wyoming Department of Environmental Quality; the Federal Housing Administration; and by local police, fire, school and parks department officials. All detailed technical information is kept on file and may be reviewed by the public at the County Engineer's Office.

Construction, operation and/or maintenance, and financial responsibilities for the following improvements at the Winland Industrial Park are described as follows:

I.
STREETS

All streets within the subdivision will be constructed by the developer and will be either asphaltic concrete or Portland Cement concrete meeting the design requirements for a minimum of a twenty (20) year design life. The width of all streets shall be forty (40) feet minimum from back of curb to back of curb.

Street maintenance and snow removal is the responsibility of Campbell County. Any snow removal or major street maintenance not done by Campbell County shall be the responsibility of the WINLAND INDUSTRIAL PARK LANDOWNERS ASSOCIATION. Maintenance of street right-of-way between the back of curb line and the front property line (a strip of land approximately fifteen (15) feet wide along both sides of all streets) is the responsibility of each property owner or occupant. Snow removal from sidewalks is the responsibility of the property owner or occupant.

Highway 59, which runs northwesterly and southwesterly by the property is a state highway. All maintenance and snow removal is the responsibility of the State of Wyoming.

STATE OF WYOMING }
Campbell County } ss.

Filed for record this 21st day of March A.D. 1985 at 11:36 o'clock A.M. and recorded in Book 801
of Photos on page 138 Fees \$ 16.00

Shirley E. Addison
County Clerk and Ex-Officio Register of Deeds

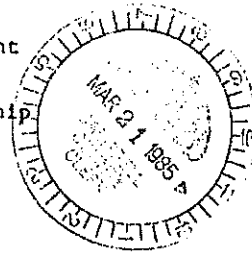
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By Deputy *Shirley E. Addison* 561258

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EXHIBIT "A"

A parcel of land situated in the NE $\frac{1}{4}$, more particularly described as follows: Beginning at the center One Quarter corner of Section 29, being a 1-inch iron pipe, thence North 0 degrees 43 minutes 52 seconds West a distance of 458.70 feet along the North-South mid-section line of said Section to an iron pipe which lies on the South right of way of a 33-foot right of way as conveyed by LeRoy E. Townsend and Rosanna H. Townsend to Glen I. Sandbulte and Jane Sandbulte, thence continuing North 0 degrees 43 minutes 52 seconds West along said midsection line a distance of 33 feet to an iron pipe being the Southwest corner of a tract of land conveyed by LeRoy E. Townsend and Rosanna H. Townsend to Dwight R. Brunsvold and Gayle L. Brunsvold which lies on the North right of way of said 33-foot road, thence continuing North 0 degrees 43 minutes 52 seconds West along the West line of the Dwight R. Brunsvold tract a distance of 220.0 feet to a 1/2-inch iron pipe and the true point of beginning of this description, thence North 89 degrees 18 minutes 59 seconds East along the North line of the Dwight R. Brunsvold tract a distance of 594.6 feet to an iron pipe being a point on the West line of the Glen I. Sandbulte tract, thence North 0 degrees 43 minutes 52 seconds West along the West line of the Glen I. Sandbulte tract a distance of 137.0 feet to an iron pipe, the Northwest corner of the Glen I. Sandbulte tract, thence continuing North 0 degrees 43 minutes 52 seconds West a distance of 83.0 feet to an iron pipe, thence South 89 degrees 18 minutes 59 seconds West along a line parallel to the North property line of the Dwight R. Brunsvold tract a distance of 594.6 feet to an iron pipe which lies on the North-South midsection line of said Section, thence South 0 degrees 43 minutes 52 seconds East along said midsection line a distance of 220.0 feet to an iron pipe and the true point of beginning, said parcel to be known as Parcel "G" of the LeRoy Townsend Boundary Survey-----Section 29, Township 50 North, Range 70 West, 6th P.M.



STATE OF WYOMING

Campbell County } ss
5th

Filed for record this _____ day of December 1984 at 10:52 A.M. and recorded in Book 782 of Photos on page 524 File # 6.00 556622

Lawrence E. Addison
County Clerk and Ex-Officio Register of Deeds

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CHECKED

By *Lawrence E. Addison*
Deputy

II. Book 801 of Photos Page 139
WATER SUPPLY

Potable water, meeting all current federal, state and local safe drinking water standards, is supplied by a well. The well capacity exceeds the minimum quantity of supply requirement, which is twenty-five (25) gallons per minute.

A steel water storage tank with a capacity of 100,000 gallons has been erected near the well in an effort to provide water during peak usage periods as well as during fire fighting operations. All required testing and maintenance of the water storage tank, and the costs thereof, shall be the responsibility of the WINLAND INDUSTRIAL PARK LANDOWNERS ASSOCIATION.

III.
SEWAGE TREATMENT FACILITIES

A prefabricated sewage treatment plant has been installed to serve a total of forty-eight (48) users.

The maximum flow of sewage to the treatment facility shall not exceed 270 gallons per day per lot, or 0.63 pounds of biochemical oxygen demand per lot.

Additional flows or demand may be contracted from unused flows or demand from other lots.

All operation, maintenance and testing costs are the responsibility of the WINLAND INDUSTRIAL PARK LANDOWNERS ASSOCIATION.

IV.
WINLAND INDUSTRIAL PARK LANDOWNERS ASSOCIATION

A. ANNUAL ASSESSMENTS

WINLAND INDUSTRIAL PARK LANDOWNERS ASSOCIATION shall assess annual fees or assessments. Such fees or assessments will be established by the board of directors.

The assessments levied by the WINLAND INDUSTRIAL PARK LANDOWNERS ASSOCIATION, shall be used exclusively to promote the health, safety, and welfare of the owners in the properties and for the improvement and maintenance of the common area including streets, water system and sewage disposal system.

B. SPECIAL ASSESSMENTS

In addition to the annual assessments authorized above, the WINLAND INDUSTRIAL PARK LANDOWNERS 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 shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

V.

GARBAGE DISPOSAL

No open burning of trash or rubbish, nor incineration of garbage will be permitted on any lot.

All rubbish, trash and garbage shall be stored temporarily in sanitary containers and shall be regularly removed from the properties, and shall not be allowed to accumulate thereon. All refuse containers, wood piles, and storage areas shall be obscured from view of adjoining lots and streets by a fence or appropriate screen.

Each property owner or occupant is responsible for removal of all trash, rubbish, and garbage from the subdivision. Garbage must be removed at least once per week.

VI.

TELEPHONE SERVICE

Telephone service will be provided to each lot by the telephone company. Property owners must request hook-up service from the telephone company before service lines will be installed on private lots. All costs are paid by the property owner. Monthly telephone service charges are the sole responsibility of the property owner or occupant.

VII.

STREET AND TRAFFIC CONTROL SIGNS

Street signs and traffic control signs are to be installed in accordance with the detailed construction drawings and specifications by the developer. All maintenance and replacement of signs will be the responsibility of the WINLAND INDUSTRIAL PARK LANDOWNERS ASSOCIATION.

VIII.

DRAINAGE STRUCTURES

Drainage structures including culverts, storm sewer pipe and storm detention dikes and ponding areas are to be installed or constructed in accordance with the detailed construction

drawings and specifications by the developer. All maintenance and replacement costs are the responsibility of the WINLAND INDUSTRIAL PARK LANDOWNERS ASSOCIATION.

IX.
ZONING

There are no zoning nor land use regulations or ordinances in effect for some of the property surrounding the Subdivision. The Subdivision, as of July 13, 1982, has been zoned by the County for I-1, Light Industrial.

The Declaration of Covenants, Conditions and Restrictions define activities and structure requirements that are permitted within the subdivision. Individual property owners are responsible for enforcement of the Protective Covenants. Covenants are not enforced by Campbell County or any other governmental body.

X.
FIRE PROTECTION

Fire protection is provided by the Campbell County Fire Department, which is located in the City of Gillette. The Fire Chief estimates that the response time required to assemble a crew of volunteer fire fighters and county fire trucks at a fire in the subdivision after receiving a call will be approximately three (3) to five (5) minutes.

Fire hydrants have been installed throughout the subdivision, and a 100,000 gallon storage tank provides storage water.

XI.
BUILDING CODES

Plumbing, sewage and electrical permits, along with building permits for commercial, public and industrial buildings over 5,000 square feet are required along with inspections. Residential permits are not required but are encouraged by both the County and developer. Construction will be in accordance with the UPC, NEC and UBC. Permits are available at the County Engineers Office.

XII.
ELECTRICAL SERVICE

Electrical service will be provided to each lot by the developer and the utility company. Land owners must request hook-up service from the power company before service lines will be installed on lots. Monthly electricity service charges are the sole responsibility of the owner or occupant.

APPROVAL BY CAMPBELL COUNTY PLANNING COMMISSION

The foregoing Disclosure Statement has been reviewed by the Campbell County Planning Commission and has been recommended for approval this 19th day of March, 1985.

Milton R. Williams
Chairman, Milton Williams

Pat Allen
Secretary, Pat Allen

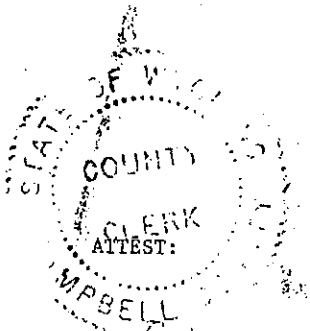
APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS

The foregoing Disclosure Statement is hereby approved for filing by the undersigned Board of County Commissioners in and for the County of Campbell, State of Wyoming, on this 19th day of March, 1985.

Mickey D. Wagensen
Chairman, Mickey Wagensen

Bob Tarver
Member, Bob Tarver

Bill S. Barkley
Member, Bill Barkley



Vivian E. Addison
County Clerk, Vivian Addison

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WINLAND INDUSTRIAL PARK
CAMPBELL COUNTY, WYOMING

STATE OF WYOMING)
)
) ss.
COUNTY OF CAMPBELL)

1. DESCRIPTION OF PROPERTY

WHEREAS, the undersigned being the owners of the certain real property in Campbell County, Wyoming, which has been subdivided and now known as WINLAND INDUSTRIAL PARK SUBDIVISION, (hereinafter referred to as "Park"), more particularly described on the plat thereof which is filed in the office of the County Clerk, Ex-Officio Registrar of Deeds, Campbell County, Wyoming.

2. STATEMENT OF INTENT

WHEREAS, said owners desire to place certain restrictive covenants on said "Park", it is specifically intended that such limitations and restrictions shall constitute COVENANTS RUNNING WITH THE LAND and shall be binding upon all future owners, and/or buyers under an Agreement for Warranty Deed, as well as all assigns and successors in interest for the benefit of and as limitation upon all future owners thereof. These restrictions and limitations are intended for the purpose of keeping and maintaining desirable uses and to promote quality development of the "Park", maintaining orderly development and suitable architectural design and to protect owners from offensive activities of their neighbors.

3. RESTRICTIONS UPON USE

The property included within the "Park" shall be used for commercial and industrial purposes. The buildings constructed or erected thereon shall be of a design and quality of construction as to maintain a good appearance in keeping with the type structures existing in the area and relating generally to the same use. No building of inferior quality and appearance shall be erected, altered, placed or permitted to remain on the "Park" that would be degradable to the existing or proposed use of the "Park".

STATE OF WYOMING)
)
) ss.
Campbell County)
Filed for record this 21st day of March A.D. 1985 at 11:38 o'clock A.M. and recorded in Book 801
of Photos on page 145 Fees \$ 10.00
By Viriam E. Addison 561259
County Clerk and Ex-Officio Registrar of Deeds
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By Deputy

The "Park" is zoned "I-1" Light Industrial and the development of the "Park" as to the type of business to be conducted thereon will be in keeping with the restrictions set forth in the Campbell County, Wyoming, zoning regulations.

4. STRUCTURE, QUALITY, SIZE AND MAINTENANCE

All structures within the "Park" shall be maintained in good condition. No existing structure can be moved in to the "Park" unless a consent of the majority of the landowners within the "Park" is first obtained in writing.

5. BUILDING LINES AND EASEMENTS

No structure of any type shall be located nearer than ten (10) feet to the edge of the street right-of-way, or adjoining lot line. For purposes of this restriction, eaves, steps and loading docks shall not be considered any part of the structure, provided, however, that they shall not be constructed to permit any portion of a structure upon a Lot or Lots to encroach upon another lot.

Perpetual easements for installation and maintenance of utilities are hereby reserved upon each Lot or Lots as follows:

(a) Ten (10) feet wide along adjoining lot line for the purpose of connecting to water, electric and telephone lines.

Within the easement as set forth above, no structures, shrubbery, trees or any other improvement or use of any type shall be placed or permitted to remain within said easements which may damage or interfere with installations of any utility places or which may be placed therein.

No owner, or buyers under an Agreement for Warranty Deed, or any Lot or Lots shall create any additional easements other than those established by that attached plat to property outside the dedicated boundaries of "Park".

6. NOXIOUS OR OFFENSIVE ACTIVITIES

No noxious fumes or severely offensive odors shall be emitted to the air or any offensive or illegal activities shall be carried on upon any Lot or Lots, which may be or does become a nuisance to the general neighborhood.

7. GARBAGE, REFUSE OR CHEMICAL DISPOSAL

No Lot or Lots shall be used or maintained as a dumping ground for rubbish or any type, including any form of chemical or water waste, and no rubbish or garbage shall be permitted to accumulate upon any Lot or Lots. Garbage and waste must be removed weekly. The owner or buyer of each Lot shall maintain a

sanitary container for the disposal of trash or garbage. No trash or garbage or other waste shall be kept on any location other than in an appropriate container for future disposal.

8. VEHICLES AND PARKING

Each Lot owner or buyer shall provide off-the-road parking sufficient to accommodate the parking requirements inherent to the nature of his business and improvements on his Lot.

9. WATER SUPPLY

No individual water wells or water supply systems shall be permitted.

10. SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any Lot.

11. ASSESSMENTS

Each Lot owner or buyer under Agreement for Warranty Deed shall be a member of the WINLAND INDUSTRIAL PARK LANDOWNER ASSOCIATION, and shall be subject to an assessment for the use of the streets and roads in the "Park". Such assessments shall be fixed by the Board of the WINLAND INDUSTRIAL PARK LANDOWNERS ASSOCIATION. All such assessments that are not paid when due shall become a lien of the land and shall remain a lien until fully paid. The WINLAND INDUSTRIAL PARK LANDOWNERS ASSOCIATION shall have the right and power to bring any action necessary to collect such assessments and to enforce said lien.

12. RE-SUBDIVISION

The owner and/or buyer under an Agreement for Warranty Deed is hereby prohibited from selling any portion of a Lot within the "Park" to third parties so as to re-subdivide any Lot. In order to provide for the orderly development of the "Park", the original developer shall have the right to subdivide any Lots so long as all lots have access to a public street, county road, or a street of the "Park", subject to the approval of the Campbell County Board of County Commissioners.

13. AMENDMENTS

These covenants and restrictions may be amended upon the consent of seventy-five percent (75%) of the record owners or buyers of the WINLAND INDUSTRIAL PARK.

14. ENFORCEMENT

Any owner or buyer under an Agreement for Warranty Deed shall have the right to maintain actions against the person or

person violating these covenants or restrictions either in an action in law or in equity. The party violating the covenants shall be responsible for all costs of maintaining such suit, including a reasonable attorney's fee.

15. SEVERABILITY

Invalidation of any one or more of the covenants or conditions hereof by a court judgment or order shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, this declaration of restrictive covenants is executed this 19th day of March, 1985, at Gillette, Wyoming.

WINLAND ENTERPRISES, INC.

By William E. Winland
President

Attest:

Sharon S. Winland
Secretary
WINLAND ENTERPRISES, INC.
GILLETTE, WYOMING

The foregoing instrument was acknowledged before me this 19th day of March, 1985, by William E. Winland, President of Winland Enterprises, Inc., a Wyoming Corporation, on behalf of said corporation.

Witness my hand and official seal.

James P. Schermuier - Notary Public
County of Campbell State of Wyoming
My Commission Expires Mar. 11, 1987

James P. Schermuier
NOTARY PUBLIC

My commission expires:

WINLAND INDUSTRIAL PARK LANDOWNERS ASSOCIATION

WINLAND ENTERPRISES, INC., a Wyoming corporation, hereinafter referred to as "Owners", being the owners of all of the lots in the Winland Park, a subdivision located in Campbell County, Wyoming, the plat of which is filed in the office of the County Clerk, Ex-Officio Registrar of Deeds, Campbell County, Wyoming, the 21st day of March, 1985, at Gillette, Wyoming, do hereby create the WINLAND PARK LANDOWNERS ASSOCIATION, and for itself, its heirs, executors, administrators, successors and assigns of the lots within the Winland Industrial Park Subdivision (herein referred to as "Park"), Campbell County, Wyoming, do hereby covenant and agree as follows:

1. NAME

The name of the association is WINLAND INDUSTRIAL PARK LANDOWNERS ASSOCIATION.

2. PURPOSE

The purpose for which the association is created is as follows:

- a) To provide for a regular maintenance program for roads within the subdivision. Such maintenance to include, but not limited to, road maintenance and snow removal as necessary.
b) To provide for the maintenance and operation of the sewerage system.
c) To provide for the maintenance and operation of the water system.
d) To fix, levy, collect and enforce payment by lawful means all charges or assessments incurred by the association in fulfillment of its purposes.
e) To do all things necessary or desirable incident to the maintenance and construction of streets, providing for sewer service and water service.

STATE OF WYOMING }
Campbell County } ss.

Filed for record this 21st day of March, A.D. 1985 at 11:40 o'clock AM. and recorded in Book 801 of Photos on page 149 Fees \$ 16.00 561260

By: Vivian E. Addison
County Clerk and Ex-Officio Registrar of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy: Geneva K. Nelson

3. MEMBERSHIP AND VOTING RIGHTS

a) Members defined - Every person or entity who is a record owner of a fee or undivided fee interest in any lot within the "Park", including contract purchasers shall be a member of the association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. The membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the association.

b) Voting rights - Each member of the association shall be entitled to one (1) vote for each lot owned with the "Park". If a lot is owned by more than one person or entity, that vote shall be cast as said lot owners shall agree, but shall be limited to one (1) vote total for each lot owned.

4. MEMBERSHIP MEETINGS

a) Annual meeting - The association shall hold an annual meeting of the membership the first Tuesday of December of each year, or at such time or place as shall be determined by the board of directors of the association. At the annual meeting the membership shall elect officers, approve a budget and schedule regular maintenance for the succeeding year, set the assessments for the succeeding year, and conduct such other business as may properly come before the association.

b) Special meeting - Special meetings of the members for any purpose may be called at any time by the president of the association. The secretary shall call a special meeting upon the written request of the members who have the right to vote one-fourth ($\frac{1}{4}$) of all the votes of the entire membership.

c) Notice - Notice of regular and special meetings shall be given to the members by the secretary. The notice may be given to a member either personally or by mailing a copy of the notice, postage prepaid, to his address. Notice of a regular and special meetings shall be given not less than seven (7) days, nor more than twenty-one (21) days in advance of a meeting, and shall set forth the purpose of the meeting.

d) Quorum - At any membership meeting, the presence, either in person or by proxy, of members entitled to vote not less than thirty percent (30%) of the total membership votes, shall constitute a quorum for the transaction of business. All proxies shall be in writing and be filed with the secretary at the commencement of the meeting.

5. BOARD OF DIRECTORS

a) Number of Directors - The affairs of the Company shall be managed by a board of three (3) Directors, who need not be members.

b) Election - The members shall elect directors at annual meetings, each for a term of one (1) year.

c) Removal-Vacancy - Any director may be removed from the board with or without cause, by a majority vote of the members of the Company. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the remainder of the unexpired term.

d) Organizational Meeting - An organizational meeting of the Board of Directors shall be held each year immediately following the annual meeting of the members and at the same place as the annual membership meeting.

e) Regular Meetings - Regular meetings of the Board of Directors will be held as the Board shall determine.

f) Special Meetings - Special meetings of the Board of Directors shall be held when called by any member of the Board.

g) Quorum - A majority of the Directors shall constitute a quorum for the transaction of business. A majority of the quorum shall decide any questions which may come before the meeting.

6. OFFICERS

a) Offices - The officers of the Company shall be the President, Vice-President, Secretary-Treasurer, and such other officers as the Board of Directors, by resolution, create. The officers may be members of the Board of Directors, but need not be members.

b) Election - The officers of the Company shall be elected by the Board of Directors annually at the Board's organizational meeting and shall hold office for a term of one (1) year, unless he shall sooner resign, be removed, or otherwise be disqualified to serve.

c) Removal - Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Company would be served thereby.

d) Vacancy - A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

e) Powers and Duties - The president shall preside at the meetings, receive and process complaints, represent the association as necessary before the County Commissioners or any other body, and be responsible for obtaining the maintenance and snow removal required. The vice-president shall act in the absence of the president. The secretary-treasurer shall keep all records of the association, and shall be responsible to collect assessments of members, and make necessary disbursements of the association's funds. The officers of the association may be paid such salary or fees as the members of the association shall determine in its annual meeting.

7. ASSESSMENTS

a) Creation of the Lien and Personal Obligation of Assessments - The Owner for each Lot within the Park hereby covenants, and each subsequent owner of any Lot by acceptance of a conveyance therefore, whether or not it shall be so expressed in such conveyance, is deemed to covenant and agree to pay to 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 be a charge on the land and shall be a continuing lien upon the property 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 person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

b) Purpose of Assessments - The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

c) Basis and Maximum of Annual Assessments - Assessments shall be made on a per lot basis.

1) Until January 1, 1986, said assessment shall not exceed One hundred (\$100.00) dollars per month per lot.

2) From and after January 1, 1986, the maximum assessment may increase twenty (20%) percent per year.

3) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4) The members may fix the annual assessment at an amount in excess of the maximum and may change the basis of the assessment by the assent of a majority of the members present at a meeting called for this purpose, provided a quorum is present as defined in paragraph 4 d herein and a notice stating the purpose of the meeting is given as provided in paragraph 4 c herein..

d) 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.

e) Effect of Nonpayment of Assessment - Remedies of the Association

1) Delinquency: Any assessment provided for herein, which is not paid when due, shall be delinquent. With respect to each assessment not paid with thirty (30) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$10.00 per each delinquent assessment, plus interest at the rate of six (6%) percent per annum on such assessment.

2) Enforcement of Lien: The lien upon the Lots for assessments created herein, including reasonable attorney's fees, may be enforced by the Association causing to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which shall state:

I. The amount of the delinquent assessment and such related charges as are authorized herein.

II. The name of the Owner of record or reputed Owner of the Lot;

III. A description of the Lot against which the lien has been assessed;

IV. Any other matters required by law.

The Notice shall be signed by two officers of the Association. The Notice of Assessment Lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the Lot after the recordation of the Notice of Assessment Lien plus accruing costs of the enforcement

of the lien or other satisfaction thereof. No proceeding or action shall be instituted to foreclose the lien until notice of intention to proceed to foreclose the lien has been delivered by the Association to the Owner of the Lot affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the Owner or the Association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage and convey such Lot upon its purchase. Upon payment of the full amount secured by an assessment lien, including all authorized charges in accordance with the foregoing, or upon any other satisfaction duly made in connection therewith, the Association shall cause to be recorded a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien.

3) Curing of Default: Upon the timely curing of any default for which a Notice of Assessment Lien was filed by the Association the officers of the Association shall record an appropriate release of such lien, upon payment of the defaulting Owner, of a fee to be determined by the Association not in excess of Fifteen (\$15.00) Dollars, to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

4) Cumulative Remedies: The assessment lien and the rights to judicial foreclosure thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

8. AMENDMENTS

Amendments to this agreement may be made upon the assent of a majority of the members present at a meeting called for that purpose provided a quorum is present as defined in paragraph 4 d herein and a notice stating the purpose of the meetings is given as provided in paragraph 4 c herein and the concurrence therein of the Board of County Commissioners of Campbell County, Wyoming.

9. DISSOLUTION

This association may not be dissolved without the prior consent of the Board of County Commissioners of Campbell County, Wyoming.

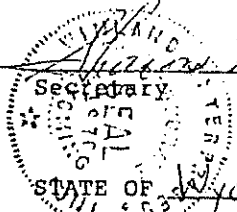
IN WITNESS WHEREOF the undersigned have executed this agreement this 19 day of March, 1985, at Gillette, Wyoming.

WINLAND ENTERPRISES, INC.

By William E. Winland
President

Attest:

William E. Winland
Secretary



STATE OF Wyoming)
County of Campbell) : SS.

The foregoing instrument was acknowledged before me this 19th day of March of 1985, by William E. Winland, the President of WINLAND ENTERPRISES, INC., a Wyoming corporation.

Witness my hand and official seal.

James P. Schmetzler
NOTARY PUBLIC

My Commission expires:

