

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

INDUSTRIAL PARK EAST

CAMPBELL COUNTY, WYOMING

STATE OF WYOMING)
COUNTY OF CAMPBELL) ss.

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 Industrial Park East, (hereinafter referred to as "Park"), more particularly set forth on the plat hereto attached and hereto marked as Exhibit "A", and more particularly described in metes and bounds on Exhibit "A" attached hereto and made a part hereof.

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 Industrial Park East 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".

The "Park" may be zoned "I-2" Heavy 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, with the exception of the east line of Lot 9. For purpose 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.
- B. Ten (10) feet wide bordering property not included in Industrial Park East.
- C. Twenty (20) feet wide on the west line of Lot 8.
- D. No easement on the east line of Lot 9.

Within the easements 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, of any Lot or Lots shall create any additional easements other than those established

by the attached plat to property outside the dedicated boundaries of Industrial Park East.

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 of 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 every two (2) weeks. 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, PARKING AND ROADS

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.

Each owner of a lot shall maintain in good condition all roads dedicated by the official plat of said subdivision as a public road that are immediately adjacent to the Lot owners' property or pass through the property regardless of destination or purpose.

9. WATER SUPPLY

No individual water wells or water supply system shall be permitted on any Lot or Lots unless such system is designed, located and constructed in accordance with the standards, requirements, and provisions of the Wyoming Department of Environmental Quality, and in accordance with the laws of the State of Wyoming and Campbell County. Approval of such systems shall be obtained from said authorities by the owner or buyer prior to installation.

10. SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any Lot or Lots unless such system is designed, located and constructed in accordance with

the requirements, standards, recommendations and provisions of the Wyoming Department of Environmental Quality and in accordance with the laws of the State of Wyoming and Campbell County. Approval of such system shall be obtained by the owner or buyer from the Industrial Park East Landowners Association and from said authorities prior to installation.

Lots may dispose of sewage and waste water by a septic system composed of a septic tank and drain field designed and constructed in accordance with the above mentioned authorities.

11. ASSESSMENTS

Each Lot owner or buyer under an Agreement for Warranty Deed shall become a member of the Industrial Park East Landowners 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 said Association. All such assessments that are not paid when due shall become a lien on the land and shall remain a lien until fully paid. Industrial Park East Landowners Association, its successors and assigns, 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 Industrial Park East, subject to the approval of the Campbell County Board of County Commissioners.

14. ENFORCEMENT

Any owner or buyer under an Agreement for Warranty Deed or the Industrial Park East Landowners Owners Association shall have the right to maintain action against the person or persons 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 21st day of July, 1981, at Gillette, Wyoming.

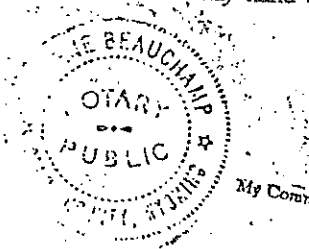
Merle E. Wellen
Merle E. Wellen

Marlys J. Wellen
Marlys J. Wellen

STATE OF WYOMING)
COUNTY OF CAMPBELL) ss.

The foregoing instrument was acknowledged before me this 21st day of July, 1981, by Merle E. Wellen and Marlys J. Wellen.

Witness my hand and official seal.



Salene Beauchamp
Notary Public

STATE OF WYOMING)
Campbell County) ss.

Filed for record this 11th day of Dec. A. D. 19 81 at 11:48 o'clock A M. and recorded in Book 586 of Photos on page 569 Fees \$ 12.00

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

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Aratty Ochs
Deputy

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