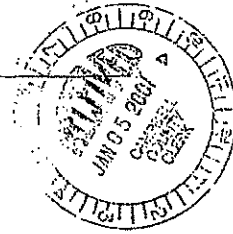


DECLARATION OF COVENANTS AND RESTRICTIONS
 OF
 772481 SOUTHERN DRIVE INDUSTRIAL PARK
 CAMPBELL COUNTY, WYOMING



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 Southern Drive Industrial Park, 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 building constructed or erected thereon shall be of a design and quality of 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" is zoned 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 into the "Park" unless 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.

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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 utilities 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 business and improvements on his Lot.

9. WATER SUPPLY

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

10. ASSESSMENTS

Each Lot owner or buyer under Agreement for Warranty Deed shall be a member of the Southern Drive Industrial Park Landowner, 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 Southern Drive 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 Southern Drive Industrial Park Landowner Association shall have the right and power to bring any action necessary to collect such assessments and to enforce said lien.

11. RE-SUBDIVISION

The owner and or buyer under an Agreement for Warranty Deed is hereby prohibited from selling any portion of a lot within "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

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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.

12. AMENDMENTS

These covenants and restrictions may be amended upon the consent of seventy-five percent (75%) of the record owners or buyers of the Southern Drive Industrial Park.

13. ENFORCEMENT

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

14. 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, the undersigned have executed this agreement this

26 day of December, 2000, at Gillette, Wyoming.

Arlyn Magnuson

By [Signature] Owner

STATE OF WYOMING)
COUNTY OF CAMPBELL) SS

The foregoing instrument was acknowledged before me this 26 day of December of 2000, by Arlyn Magnuson, Owner.

Witness my hand and official seal.



[Signature] NOTARY PUBLIC

My Commission expires 9/22/01

STATE OF WYOMING } ss.
Campbell County
Filed for record this 5th day of January A.D., 2001 at 9:52 o'clock A.M. and recorded in Book 1639 of Photos on page 413-415 Fees \$10.00
[Signature] County Clerk and Ex-Officio Register of Deeds
RECORDED ABSTRACTED INDEXED CHECKED
By Deputy [Signature]

772482

SOUTHERN DRIVE INDUSTRIAL PARK LANDOWNERS ASSOCIATION

Arlyn Magnuson, herein-after referred to as "Owner", being the owner of all of the lots in the Southern Drive Industrial 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 5th day of January, 2000, at Gillette, Wyoming do hereby create the SOUTHERN DRIVE INDUSTRIAL PARK LANDOWNERS ASSOCIATION, and for itself, its heirs, executors, administrators, successors and assigns of the lots within the Southern Drive Industrial Park Subdivision except for Lot 1 Block 4 (herein referred to as "Park"), Campbell County, Wyoming, do hereby covenant and agree as follows:

1. NAME

The name of the association is SOUTHERN DRIVE INDUSTRIAL PARK LANDOWNERS ASSOCIATION.

2. PURPOSE

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

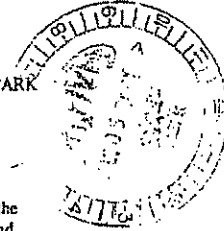
- a) To provide for a regular maintenance program for roads within the subdivision. Such maintenance to include, but not limited to, road maintenance and snow removal as necessary.
b) To fix, levy, collect and enforce payment by lawful means all charges or assessments incurred by the association in fulfillment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

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



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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 (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 Park 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 Park. 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.

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6. OFFICERS

- a) Offices – The officers of the Park 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 of the Park.
- b) Election – The officers of the Park 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 Park 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 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

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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, 2001, said assessment shall not exceed One hundred (\$100.00) dollars per month per lot.
- 2) From and after January 1, 2001, 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 4d herein and a notice stating the purpose of the meeting is given as provided in paragraph 4c 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: In 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 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 enforce by the Association causing to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, 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

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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 of 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 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 4d herein and a notice stating the purpose of the meetings is given as provided in paragraph 4c herein and the concurrence therein of the Board of County Commissioners of Campbell County 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.

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IN WITNESS WHEREOF, the undersigned have executed this agreement this

26 day of December, 2000, at Gillette, Wyoming.

By *Arlyn Magnuson*
Owner

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 26 day
December of 2000, by Arlyn Magnuson, owner.

Witness my hand and official seal.



Stephanie Pedersen
NOTARY PUBLIC

My Commission expires 9/23/01

STATE OF WYOMING }
Campbell County } ss.
Filed for record this 5th day of January A.D. 2001 at 9:54 o'clock AM and recorded in Book 1639
of Photos on page 416-421 Fees \$ 16.00
Stephanie Pedersen RECORDED By *Sharon Skelton*
County Clerk and Ex-Officio Register of Deeds ABSTRACTED
INDEXED
CHECKED