

DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS

OF

INTERSTATE INDUSTRIAL PARK

CAMPBELL COUNTY, WYOMING

STATE OF WYOMING §  
  §  
COUNTY OF CAMPBELL §

1. DESCRIPTION OF PROPERTY

WHEREAS, the undersigned being developer of certain real property in Campbell County, Wyoming which has been subdivided and now known as the INTERSTATE INDUSTRIAL PARK (hereinafter sometimes 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 description attached hereto and made a part hereof.

2. STATEMENT OF INTENT

WHEREAS, said developer desires 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 INTERSTATE INDUSTRIAL 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".

The "Park" will be 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 restrictions set forth in Campbell County, Wyoming, Zoning Regulations.

4. STRUCTURE, QUALITY, SIZE AND MAINTENANCE

All structures within the INTERSTATE INDUSTRIAL PARK shall be of a design common to that of light industry use and all structures shall be maintained in good condition.

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.

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. Five (5) 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 INTERSTATE INDUSTRIAL PARK.

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 buyer 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 INTERSTATE INDUSTRIAL 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. SIGNS

Each owner or buyer under an Agreement for Warranty Deed of any Lot or Lots may erect one large sign not to exceed 6 feet by 10 feet and shall be not more than 20 feet in height, such sign should be of such appearance as to blend in with existing structures.

8. LIVESTOCK

No animals of any kind shall be raised or bred for commercial purposes upon any Lot or Lots, and same shall not be used for the pasture or feeding of any animal or poultry for resale, whether such resale shall take place on the premises or at another location.

9. GARBAGE AND REFUSE DISPOSAL

No Lot or Lots shall be used or maintained as a dumping ground for rubbish of any type and no rubbish or garbage should be permitted to accumulate upon any Lot or Lots. The owners or buyers of each Lot shall maintain a sanitary container for the disposal of trash and garbage. No trash or garbage or other waste shall be kept on any location other than in appropriate containers for future disposal. There shall be no open burning of garbage or

rubbish at any time on any Lot or Lots except with permission first obtained by said Lot owner or buyer from an official of the Wyoming Environmental Quality Act.

10. VEHICLES, PARKING AND ROADS

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

Each owner or buyer of a Lot or Lots 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.

11. 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. Approval of such systems shall be obtained from said authority by the owner or buyer and from Interstate Industrial Park Property Owners Association, Inc. prior to installation.

12. SEWERAGE DISPOSAL

No individual sewerage 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. Approval of such system shall be obtained by the owner or buyer from Interstate Industrial Park Property Owners Association, Inc. and from said authority prior to installation.

Lots containing less than 2-1/2 acres shall treat sewerage water or waste water of any description in a closed septic system. There shall be no percolation of sewage, sewage water, or waste water nor shall the same be permitted to flow over or through any Lot or Lots at any time regardless of ownership.

Lots containing 2-1/2 acres or more 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.

13. NOISE ABATEMENT

No Lot or Lots, owner or buyer under an Agreement for Warranty Deed, shall cause or permit any person, machine or device to emit loud noise that unreasonably offends the peace and quiet or other owners or occupants of any other Lot.

14. ASSESSMENTS

Each Lot or Lots owner and/or buyer under an Agreement for Warranty Deed shall become a member of the Interstate Industrial Park Property Owners Association, Inc. and shall be subject to the Articles of Incorporation and By-Laws of said Association and shall be subject to a monthly assessment for use of the water system and the streets and roads in Interstate Industrial Park. Such monthly assessment shall be fixed in accordance with the By-Laws of 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. Interstate Industrial Park Property Owners Association, Inc., its successors and assigns, shall have the right and power to bring any action necessary to collect such assessments and to enforce said lien.

15. RE-SUBDIVISION

The owner and/or buyer under an Agreement for Warranty Deed is hereby prohibited from selling a portion of a Lot or Lots to third parties so as to re-subdivide any Lot or Lots. 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.

16. AMENDMENTS

No amendment to these covenants and restrictions herein set forth shall be made without unanimous consent of all record owners or buyers and the developer until seventy-five percent (75%) of the INTERSTATE INDUSTRIAL PARK has been sold; then these covenants and restrictions may be amended upon consent of seventy-five percent (75%) of the INTERSTATE INDUSTRIAL PARK record owners/or buyers and with the approval of the Campbell County Planning Commission and the Campbell County Board of County Commissioners.

17. ENFORCEMENT

Enforcement of the covenants and restrictions herein shall be by any person maintaining an action in law or in equity against any person, corporation or other entity violating or attempting to violate any of the covenants herein and may be maintained by the developer or by any other owner and/or buyer under an Agreement for Warranty Deed of any Lot or Lots, or by the Interstate Industrial Park Property Owners Association, Inc.

18. 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 on this 11<sup>th</sup> day of MARCH, 1977, at HOUSTON, TEXAS.

WYOMING }  
ell County } ss.  
record this 20th day of April  
7 at 9:00 o'clock A M. and re-  
Book 374 of Photos R. I. O. P.  
228 Fees of 15.00 ASSIGNED ✓  
William E. Addwood INDEXED ✓  
Notary Public and Ex-Officio Register of Deeds  
Harris County  
H I R S & C

WESTERN INTERSTATE COMPANY  
DEVELOPER OF  
INTERSTATE INDUSTRIAL PARK

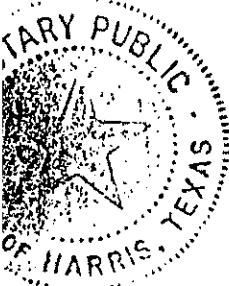
[Signature]  
President

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. D. ROGERS, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said WESTERN INTERSTATE COMPANY, a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11<sup>th</sup> day of MARCH, A. D. 1977.



Martha Ann MacIsen  
Notary Public in and for  
Harris County, Texas

4-3-3-1  
BY-LAWS  
OF  
INTERSTATE INDUSTRIAL PARK  
PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The name of this corporation is INTERSTATE INDUSTRIAL PARK PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at the address

Gillette, Wyoming, but meetings of members and directors may be held at such place within the State of Wyoming, County of Campbell, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

Section 1: "Association" shall mean and refer to INTERSTATE INDUSTRIAL PARK PROPERTY OWNERS ASSOCIATION, INC., a non-profit Wyoming corporation, its successors and assigns.

Section 2: "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, recorded or to be recorded in the office of the County Clerk of Campbell County as the same may be amended from time to time, and subject to the INTERSTATE INDUSTRIAL PARK PROPERTY OWNERS ASSOCIATION, INC. and such additions thereto as may hereafter be brought within the jurisdiction of the "Association".

Section 3: "Common Area" shall mean all real property owned by the "Association" for the common use and enjoyment of the Owners.

Section 4: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the "Properties" with the exception of the "Common Area".

Section 5: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any "Lot" which is a part of the "Properties" including contract sellers and contract buyers under an Agreement for Warranty Deed, but excluding those having such interest merely as security for the performance of any obligation.

Section 6: "Declarant" shall mean and refer to INTERSTATE INDUSTRIAL PARK PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped "Lot" from the Declarant for the purpose of development.

Section 7: "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the "Properties" recorded in the Office of the County Clerk of Campbell County, Wyoming.

Section 8: "Member" shall mean and refer to those persons entitled to membership as provided in the "Declaration".

ARTICLE III  
MEETING OF MEMBERS

Section 1: Annual Meetings: The first annual meeting of the members shall be held within one year from the date of incorporation of the "Association", and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock P.M.

Section 2: Special Meetings: Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one fourth ( $\frac{1}{4}$ ) of all of the votes of the Class A membership.

Section 3: Notice of Meetings: Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the "Association", or as supplied by such member to the "Association" for the purpose of notice. Such notice shall specify the place, day and hour of the meeting,

Section 4: Quorum: The presence at the meeting of members entitled to cast and/or of proxies entitled to cast, one-tenth ( $\frac{1}{10}$ ) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the "Declaration", or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5: Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance of the "Lot" by the members.

ARTICLE IV  
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1: Number: The affairs of this "Association" shall be managed by a Board of Three (3) directors who need not be members of the "Association".

Section 2: Term of Office: The term of office of the Directors will be one (1) year provided, however, that at such time as the board of Directors may be increased to five (5) or more members by appropriate revision of these By-Laws, the "Association" may also provide that the

term of office thereafter will be for a period of three (3) years with the terms of individual Directors appropriately scheduled so that a proportionate number of positions shall be subject to re-election at each annual meeting.

Section 3: Removal: Any director may be removed by the Board, with or without cause, by a majority vote of the members of the "Association". In the event of death, resignation or removal of a director, his successor shall be elected by the remaining members of the Board and the newly elected director shall serve for the unexpired term of his predecessor.

Section 4: Compensation: No director shall receive compensation, directly or indirectly, for any service he may render on behalf of the "Association". However, any director may be reimbursed for actual expenses incurred in the performance of his duties.

Section 5: Action Taken Without a Meeting: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V ELECTION OF DIRECTORS

Section 1: The Board of Directors shall be elected by non-cumulative voting by the members and according to the laws of Wyoming.

#### ARTICLE VI MEETINGS OF DIRECTORS

Section 1: Regular Meetings: Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2: Special Meetings: Special meetings of the Board of Directors shall be held when called by the President of the "Association", or by any two directors, after not less than three (3) days' notice to each director.

Section 3: Quorum: A majority of the number of directors shall constitute a quorum for the purpose of transacting business. Every act done or decision made by a majority of the directors present at a duly held meeting at which a quorum is present, shall be regarded as the act of the Board.

#### ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1: Powers: The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the maintenance, preservation, operation and use of:

- (1) Pressurized water system, including well, or wells and pump, or pumps;
- (2) Streets within the "Properties";
- (3) "Common Area", if any, and facilities thereon if any;

(b) Adopt and publish guidelines for imposing monthly assessments and special assessments;

(c) Suspend the voting rights and use rights of a member during any period in which such member is in default in the payment of any assessment levied by the "Association". Such rights may also be suspended, after notice and hearing for a period not to exceed 60 days, for violations of published rules and regulations;

(d) Exercise, for the "Association", all powers, duties, and authority vested in or delegated to this "Association" and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the "Declaration";

(e) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(f) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties. The terms of any management agreement or other such contract, shall be as is in the best interest of the "Association", and shall be subject in all respects to the Articles of Incorporation, these By-Laws and the "Declaration"; and,

(g) Subject the "properties" to a monthly assessment or charge; which charge may be adjusted or reduced from time to time by the Board of Directors, as the needs of the property and its operation may require in the judgment of the Board.

Section 2: Duties: It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting, or at any special meeting when such statement is requested in writing by one-fourth ( $\frac{1}{4}$ ) of the Class A members (as defined in the Articles of Incorporation) who are entitled to vote;

(b) Supervise all officers, agents and employees of this "Association", and to see that their duties are properly performed;

(c) As provided in the "Declaration", to:

- (1) Fix the amount of the monthly assessment against each "Lot" at least seven (7) days in advance of each monthly assessment period;

- (2) Send written notice of each monthly assessment to every "Owner" subject thereto, at least seven (7) days in advance of each monthly assessment period; and
- (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date, or to bring any actions at law against the "Owner" personally obligated to pay the same;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any interested person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the "Association";

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the pressurized water system, including all wells and pumps, to be maintained, preserved and operated for the use and benefit of "Owners";

(h) Cause the streets to be maintained for the use and benefit of "Owners";

(i) Cause the "Common Area", and facilities, if any there shall be, to be maintained for the use and benefit of "Owners".

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Selection 1: Enumeration of Offices: The officers of this "Association" shall be a president and vice-president, who shall at all times be members of the Board of Directors, and a secretary/treasurer, and such other officers as the Board may from time to time by resolution create.

Selection 2: Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Selection 3: Term: The officers of the "Association" shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4: Special Appointment: The Board may elect such other officers as the affairs of the "Association" may require each of whom shall hold office for such period, have such authority, and perform such duties for such period, have such authority, and perform such duties as the Board may, from time to time, prescribe.

Section 5: Resignation and Removal: Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6: Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7: Multiple Offices: The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8: Duties: The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds and other written instruments;

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board;

Secretary/Treasurer

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; shall keep the corporate seal of the "Association" and affix it on all papers requiring such seal; shall serve notice of meetings of the Board and of the members; shall keep appropriate current records showing the members of the "Association", together with their addresses; and shall perform such other duties as required by the Board;

The treasurer shall receive and deposit in appropriate bank accounts, all moneys of the "Association" and shall disburse such funds

as directed by resolution of the Board of Directors; shall sign all checks and promissory notes drawn or issued by the "Association"; shall be responsible for procuring an annual audit of the "Association" books, to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### ARTICLE IX COMMITTEES

The "Association" may appoint a Management Committee, as provided in the "Declaration". In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

#### ARTICLE X BOOKS AND RECORDS

The books, records and papers of the "Association" shall at all times, during reasonable business hours, be subject to inspection by any member. The "Declaration", the Articles of Incorporation and the By-Laws of the "Association" shall be available for inspection by any member at the principal office of the "Association", where copies may be purchased at a reasonable cost.

#### ARTICLE XI ASSESSMENTS

As more fully provided in the "Declaration", each member is obligated to pay to the "Association", monthly or more frequent assessments, as necessary for operating reasons, and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within (30) days after the due date, the assessment shall bear interest from the date of delinquency, at the rate of ten percent (10%) per annum, and the "Association" may bring an action at law against the "Owner" personally obligated to pay the same, or may foreclose the lien against the property. Interest, costs, and reasonable attorney's fees, if any, incurred for such action shall be added to the amount of the assessment. No "Owner" may waive, or otherwise escape liability for the assessments provided for herein, by nonuse or abandonment of his "Lot" or by any other means. Until changed by the Board of Directors, the monthly assessment shall be \$24.00 a month.

#### ARTICLE XII CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1: Contracts: The board of directors may authorize any officer, officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.



Section 2: Loans: No loans shall be contracted on behalf of the corporation, and no evidence of indebtedness shall be issued in its name, unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3: Checks, Drafts, etc.: All checks, drafts or other orders for the payment of money, or notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4: Deposits: All funds of the corporation not otherwise employed, shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE XIII  
CORPORATE SEAL

The "Association" shall have a seal in circular form, and having within its circumference the words: INTERSTATE INDUSTRIAL PARK PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE XIV  
AMENDMENTS

Section 1: These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2: In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the "Declaration" and these By-Laws, the "Declaration" shall control.

ARTICLE XV

Whenever any notice is required to be given to any member or director, a WAIVER thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE XVI

Any action which may be taken at a meeting of the members or directors may be taken WITHOUT A MEETING, if a consent in writing, setting forth the action to be taken, shall be signed by all the members or directors entitled to vote with respect to the subject matter thereof.

## ARTICLE XVII

Each of the members, directors and officers who render services to or for the "Association", shall be, and are, hereby, indemnified and held harmless by the "Association" from and against any and all liabilities, claims, losses, demands and expenses whatsoever, arising out of or by reason of any negligence or wrongful acts or misconduct committed by him while rendering such services; provided, however, that the "Association" shall not be so liable with respect to any matter with regard to which, such person has been guilty of fraud or material misrepresentation to the "Association", its Board of Directors, members, or any other person.

ARTICLE XVIII  
CAMPBELL COUNTY COMMISSIONERS

Pursuant to the Subdivision Regulations of Campbell County, in the event the "Association" shall fail to maintain the common facility in a reasonable order and condition and in accordance with the original plan submitted with the final subdivision plat, the Board of County Commissioners shall serve written notice upon the "Association" or upon the residents involved, setting forth the manner in which the "Association" has failed to maintain the facility in a reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof, and shall state the date and place of a hearing thereon, which hearing shall be held within fourteen (14) days of the notice. At such hearing, the County may modify the terms of its original notice as to the deficiencies, and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof are not corrected within said thirty (30) days or extension thereof, the County, in order to preserve the taxable values of the property contained within the subdivision, and to prevent the common facilities from becoming a public nuisance and public liability, may undertake to maintain the same for a period of one (1) year. Before the expiration of said year, the County, upon its initiative or upon the written request of the "Association" responsible for the maintenance of the common facility, may call a public hearing upon notice to such "Association" and to the residents involved, to be held by the Board of County Commissioners. At such hearing, the "Association" and/or the residents involved shall show cause why such maintenance by the County shall not, at the election of the County, continue for a succeeding year. If the Board of County Commissioners shall determine that such "Association" is ready and able to maintain said common facility in a reasonable condition, the County shall cease to maintain said common facility at the end of the year.

The cost of such maintenance by the County shall be paid by the owners of the properties within the subdivision having a right to the enjoyment or use of the common facility involved, and any unpaid assessments shall become a tax lien upon said properties. The County shall file a notice of such lien upon the affected property in the office of the County Clerk and shall certify such unpaid assessments to the County Treasurer for collection, enforcement and remittance of general property taxes in the manner provided by law.

The "Association" may not be dissolved without the prior permission of the board of County Commissioners.

ARTICLE XIX  
MISCELLANEOUS

The fiscal year of the "Association" shall begin on the first day of January and end on the 31st day of December of each calendar year, except that the first fiscal year shall begin on the date of incorporation and end on the 31st day of December of the same calendar year.

IN WITNESS WHEREOF, we, being all of the Directors of the INTERSTATE INDUSTRIAL PARK PROPERTY OWNERS ASSOCIATION, INC., have hereunto set our hands this 12 day of MARCH, 1977.

Jack D. Rogers  
Jack D. Rogers

R.R. Armand  
R.R. Armand

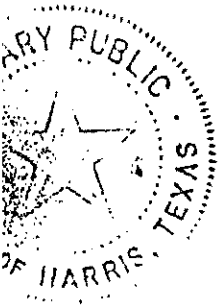
James T. Pinto  
James T. Pinto

STATE OF <sup>TEXAS</sup> WYOMING    |  
COUNTY OF <sup>HARRIS</sup> CAMPBELL    |

The foregoing instrument was acknowledged before me by Jack D. Rogers, R.R. Armand and J.T. Pinto, this the 12 day of April, 1977.

Witness my hand and official seal

Martha Ann Jackson  
NOTARY PUBLIC  
My Commission Expires: 6-1-77



CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of INTERSTATE INDUSTRIAL PARK PROPERTY OWNERS ASSOCIATION, INC., a Wyoming Corporation, and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors, held on the 12 day of MARCH, 1977.

James T. Smith  
SECRETARY

OF WYOMING }  
Campbell County } ss.  
Recorded this 20th day of April  
77 at 9:02 o'clock A M. and re-  
in Book 374 of Photos RECORDED  
237 Fee \$ 18.00 ABSTRACTED  
Clifton E. O'Connell INDEXED  
Clerk and Ex-Officio Register of Deeds  
418581