

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)
Campbell County) ss.
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
RECORDED
ABSTRACTED
INDEXED
CHECKED
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: