

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR THE
RESUBDIVISION OF LOTS 3, 4, 5

534924

OF THE
COLLINS HEIGHTS INDUSTRIAL PARK
CAMPBELL COUNTY, WYOMING

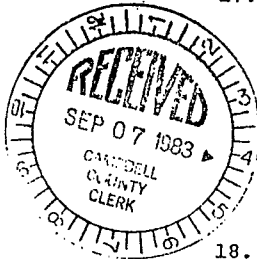
STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

WHEREAS, the undersigned being the owners of certain real property in Campbell County, Wyoming, which has been subdivided and known as Collins Heights Industrial Park, hereinafter "Park", more particularly set forth on a plat attached hereto and marked as Exhibit "A", and more particularly described in the metes and bounds on Exhibit "A", and as owners desire to place certain restrictive covenants on the Park for the purpose of developing and maintaining desirable uses within the subdivision the following 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 or any other agreement for purchase, as well as all assigns and successors in interest of property within the Park.

1. PARK USE:

No structure or land shall be used and no structure altered, enlarged or erected, which is arranged, intended or designed for other than one of the uses listed below.

1. Animal hospitals or clinics
2. Auto body repairs
3. Bottling works
4. Billboards
5. Building material sales (except for ready mix concrete and similar uses which emit dust, odor or smoke.
6. Carpenter, cabinet, plumbing or sheet metal shops
7. Contractors office and equipment storage yard
8. Dog kennels
9. Dry cleaning and/or laundry plants
10. Frozen food lockers
11. Greenhouses and nurseries, retail and wholesale
12. Light manufacturing operations—providing that such use is not noxious or offensive by reason of vibration or noise beyond the confines of the building or emission of dust, fumes, gas, odor or smoke
13. Machinery sales, service repairs, painting and storage
14. Monument sales and manufacture
15. Motor vehicle sales, services, repairs and painting
16. Oil field supply facilities
17. Public utility and public services uses as follows:
 - a. Substations
 - b. Railroads
 - c. Telephone exchange, micro-wave towers, radio towers, television towers, telephone transmission buildings, electric power plants
 - d. Public utility storage yards when the entire storage area is enclosed by at least a six (6) foot wall or fence.
18. Sign printing and manufacturing
19. Truck and rail terminals
20. Upholstery shops
21. Veterinarian hospital and facilities
22. Warehouses
23. Welding shops
24. Wholesale merchandise sales and storage.
25. Mobile homes may be used when in conjunction with an industry and located on the same tract with the industry.



2. RESTRICTED USES:

1. No salvage yards
2. No business selling any form of alcoholic beverage shall be conducted on any lot with in the park.

3. INTENSITY OF USE COVENANTS:

1. Building structure or use, allowed in the Park may occupy all that portion of the lot except for that area required for off-street parking and off-street loading and unloading and their access roads except as provided in section 4 below.

4. YARD REGULATIONS:

Lots 1, 6, 7 and 13 shall be landscaped on street front-ages except for areas used for parking and access. Extent of landscaping shall not be less than 1,000 square feet. Landscaping may consist of sod, shrubbery, trees, decorative rock, woodchips or combinations of the above.

5. TRAFFIC REGULATION:

1. Maximum speed limit shall be 25 mph & enforced by Campbell County Sheriff's Department.
2. All loading and unloading operations shall be so located to avoid undue interference with public use of street.

6. FENCING:

1. Fencing may be constructed on property lines with out setback. Note however, that easements for utility lines exist on all property lines. The use of which may cause the disruption of fence lines from time to time.

7. LANDOWNERS ASSOCIATION:

Each lot owner or buyer under an agreement for deed or other purchase agreement shall be a part of The Market Street Association a non-profit corporation, and shall be subject to an assessment for the use of street, roads and water system within the subdivision. Such assessment shall be fixed by the association and the association shall be governed by the by-laws of the corporation. All assessments not paid when due shall become a lien on the property and shall remain a lien until fully paid.

8. TERM OF COVENANTS:

The term of these restrictive covenants shall be for a period of twenty (20) years, and thereafter said restrictive covenants shall be renewed for an additional term of twenty (20) years. On or before the twentieth year anniversary date of these covenants or any twentieth anniversary thereafter, those persons owning two-thirds (2/3) of the land within the sub-division, may amend or terminate these covenants.

9. AMENDMENT

These restrictions and covenants may be amended or altered at any time upon the written approval of the owner or owners, of seventy-five (75%) of the lots within the Park.

10. INVALIDATION OF COVENANTS

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

11. EXPANSION OF PARK

At developers option these covenants may be assigned to cover additional adjoining land owned by developer. The above mentioned Market Street Association may also have like increased jurisdiction.

12. ELECTRICAL LINES

All electrical power lines shall be run underground from property line.

13. SECURITY LIGHTING

All major buildings shall have security lights on all sides.

14. ROAD IMPROVEMENTS

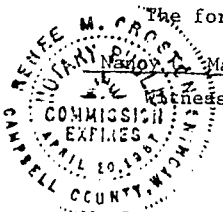
All owners shall sign an Agreement on road improvements at time of closing. This Agreement shall bind owner to participate in the cost of any paving on Collins Drive from Garner Lake to Badger Drive.

Any individual, partnership or corporation that is an owner or buyer of a lot within the subdivision under an agreement for warranty deed or any other purchase agreement, or their assigns, agents or lessees, violates or breaches any of the covenants or restrictions contained herein, shall be assessed a penalty of \$25.00 per day for each day of a continuing violation. The period of a violation shall be deemed to begin on the written notice of the violator and shall continue until termination of the violation or breach. All penalties assessed under these provisions shall be the property of and paid to the Forbes Park Association, a non-profit corporation, any landowner of property adjacent to the subdivision, or their heirs, executors or assigns, shall have the right individually and jointly to proceed at law or in equity to compel the compliance with the terms hereof, or to prevent the violation or breach of any of these covenants and restrictions shall not bar the enforcement at any time. Should it become necessary for any of the above listed parties to take legal action for the enforcement of these covenants and restrictions shall not bar the enforcement at any time. Should it become necessary for any of the above listed parties to take legal action for the enforcement of these covenants and restrictions the party so violating the covenants or restrictions, shall be liable for all attorney's fees and costs.

DATED this 1 day of September, 1983.

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

Kelly F. Mader
Nancy J. Mader



The foregoing instrument was acknowledged before me by Kelly F. Mader,
Nancy J. Mader this 1 day of September 1983.

Witness my hand and official seal.

Barbara M. Carleton
Notary Public

My Commission Expires: 4-20-87

STATE OF WYOMING }
 Campbell County } ss.
 Filed for record this 13th day of June A.D., 19 84 at 9:06 o'clock A.M. and recorded in Book 753
 of Photos on page 700 Fees \$ 4.00
Sivian E. Addison RECORDED
 County Clerk and Ex-Officio Register of Deeds ABSTRACTED ✓
 INDEXED ✓
 CHECKED ✓ By Deputy Jackson M. Nelson **548277**

AMENDMENT TO RESTRICTIVE COVENANTS

FOR THE Book 753 of Photos, page 700

RESUBDIVISION OF LOTS 3, 4, 5

548277

COLLINS HEIGHTS INDUSTRIAL PARK

CAMPBELL COUNTY, WYOMING

STATE OF WYOMING)
) ss.
 COUNTY OF CAMPBELL)

COMES NOW THE Owners of the Resubdivision of Lots 3, 4, 5 of Collins Heights Industrial Park and hereby states and says as follows:

WHEREAS, an instrument entitled "Declaration of Covenants and Restrictions for the Resubdivision of Lots 3, 4, 5 of the Collins Heights Industrial Park" was duly recorded in the Office of the County Clerk, Campbell County, Wyoming, in Book 702 of Photos, Page 234 thereof, which said instrument covered Lots 3, 4, 5 of the Collins Heights Industrial Park; and

WHEREAS, the owners of the Resubdivision of Lots 3, 4, 5 of Collins Heights Industrial Park wishes to add three (3) additional covenants thereon as hereafter shown; and

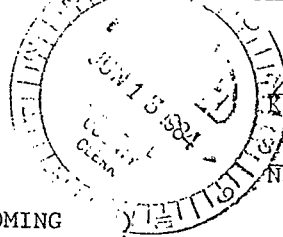
WHEREAS, the owners of the Resubdivision of Lots 3, 4, 5 of Collins Heights Industrial Park, being Kelly F. Mader and Nancy G. Mader remain the owners of seventy five percent (75%) or more of all lots above described.

THEREFORE, the said owners of the Resubdivision of Lots 3, 4, 5 of Collins Heights Industrial Park does hereby amend the Declaration of Covenants and Restrictions as above described by adding thereto paragraph numbers 26, 27 and 28 to Section #1 Park Use, as follows:

- 26. Educational facilities
- 27. Church and institutional facilities
- 28. Mobile homes for residency purposes

SAID Declaration of Covenants and Restrictions are in all other respects hereby ratified, approved, and confirmed.

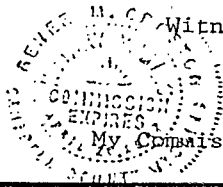
DATED this 12 day of June 1984.



Kelly F. Mader
 Kelly F. Mader
Nancy G. Mader
 Nancy G. Mader

STATE OF WYOMING)
) ss.
 COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 12 day of June 1984 by Kelly F. Mader and Nancy G. Mader.



Witness my hand and official seal.

Susan M. Carston
 Notary Public