

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 "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 twenty-five (25) feet to the edge of the street right-of-way, or adjoining lot line as per Campbell County Zoning Regulations, Section 19(i)(1). 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 reflected upon the plat of the "Park" filed with the office of the County Clerk, Ex-Officio Registrar of Deeds, Campbell County, Wyoming.

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, 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 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 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

Each lot owner shall be responsible for procuring its individual water wells or water supply systems. A report needs to be submitted to DEQ for approval. The appropriate water well permits shall be obtained from the State Engineer's Office.

10. SEWAGE DISPOSAL

Each lot owner shall be responsible for its own individual sewage disposal system which shall be permitted and operated in accord with all applicable laws and county ordinances and requirements.

1. Unless a separate Underground Injection Control (UIC) permit is obtained from the Wyoming Department of Environmental Quality, only wastewater from toilets, sinks, showers, and food preparation areas can be discharged to the septic tank/leach field. Any work area drains or sumps

shall not be connected to the septic tank/leach field.

2. Signs shall be installed in the buildings that dictate the types of wastes that can be discharged to each respective wastewater system.
3. Any area where toxic or hazardous chemicals, wastes or petroleum products are stored or used on the lot or in the buildings shall have material compatible liquid tight containment to hold the volume of any spill. Should a spill of these wastes, chemicals, or petroleum product occur, they shall not be disposed into the domestic waste system or other waste holding system. They shall be containerized and disposed into an approved disposal site. Spills of oil and/or hazardous substance must be addressed according to Chapter IV, Water Quality Rules and Regulations.

11. ASSESSMENTS

Each Lot owner or buyer under Agreement for Warranty Deed shall be a member of the FIFTY NINE SOUTH INDUSTRIAL PARK 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 the Board of the FIFTY NINE SOUTH 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 FIFTY NINE SOUTH 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 restriction may be amended upon the consent of a majority of the record owners or buyers of lots within the FIFTY NINE SOUTH 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.

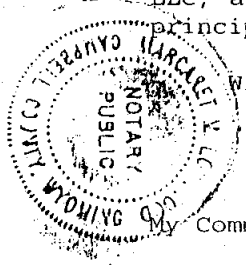
IN WITNESS WHEREOF, this declaration of restrictive covenants is executed this 28th day of April, 2005, at Gillette, Wyoming.

CAMPBELL COUNTY PROPERTIES, LLC

BY: M. Greg Carlson
M. Greg Carlson, its attorney-in-fact

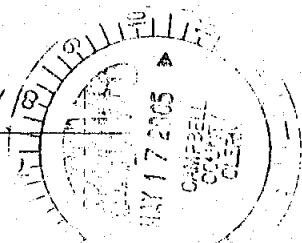
The foregoing COVENANTS AND RESTRICTIONS OF THE FIFTY NINE SOUTH INDUSTRIAL PARK was acknowledged before me this 28th day of April, 2005, by M. Greg Carlson, duly authorized attorney-in-fact for Campbell County Properties, LLC, a Wyoming limited Liability Company, on behalf of said principal.

Witness my hand and official seal.



Margaret M. Lockwood
Notary Public

My Commission Expires: 12/5/05.



STATE OF WYOMING } ss.
Campbell County }
Filed for record this 17th day of May A.D., 2005 at 10:34 o'clock A M. and recorded in Book 2058
of Photos on page 222-226 Fees 20.00
Green Sanders RECORDED
County Clerk and Ex-Officio Register of Deeds INDEXED
By Deputy Shane Pettit 851175 CHECKED

851176

FIFTY NINE SOUTH INDUSTRIAL PARK
LANDOWNERS ASSOCIATION

Campbell County Properties, LLC, a Wyoming limited liability company, hereinafter referred to as "Owners", being the owners of all of the lots in the Fifty Nine South 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 17th day of May, 2005, at Gillette, Wyoming do hereby create the FIFTY NINE SOUTH INDUSTRIAL PARK LANDOWNERS ASSOCIATION, and for itself, its heirs, executors, administrators, successors and assigns of the lots within the Fifty Nine South Industrial Park Subdivision, (herein referred to as "Park"), Campbell County, Wyoming, do hereby covenant and agree as follows:

1. NAME

The name of the association is FIFTY NINE SOUTH INDUSTRIAL PARK LANDOWNERS ASSOCIATION.

2. PURPOSE

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

(a) To provide for a regular maintenance and repair program for common 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 to the maintenance, repair, reconstruction, clearing (including snow removal), and general upkeep of common public streets and roadways, as well as any and all common utilities, within the "Park".

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 within the "Park". If a lot is owned by more than person or entity, that vote shall be cast as said lot owners shall agree, but shall be limited to one (1) vote 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 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 Meetings - 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 any two members who have the right to vote at least one full share each.

(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 the 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.

(b) Quorum - At any membership meeting, the presence, either in person or by proxy, of members entitled to vote not less than two full membership votes, shall constitute a quorum for the transaction of business. All proxies shall be in writing and filed with the secretary at the commencement of the meeting.

5. BOARD OF DIRECTORS

(a) Number of Directors - The affairs of the Association shall be managed by the board of two (2) Directors, who shall be members.

(b) Election - The members shall elect directors at annual meetings, each for the 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 Association. 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 shall be held when called as the Board shall determine.

(d) Special Meetings - Special meetings of the Board of Directors shall be held when called by any member of the Board.

(e) 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.

6. OFFICERS

(a) Officers - The officers of the Association shall be the President, and 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.

(b) Election - The officers of the Association 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 Association 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, repairs, reconstruction, and snow removal of roads as required. 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 of 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 a 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 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 the occupants in the "Park" by providing for the maintenance, repair,

reconstruction, clearing (including snow removal), and general upkeep of common public streets and roadways, as well as any and all common utilities, within the "Park."

(c) Annual Assessments - Assessments shall be made on a per lot basis. The members only may fix the annual assessment at the regular annual meeting provided for herein, or at a special 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: Any assessment provided for herein, which is not paid when due, shall be delinquent. With respect to each assessment not paid within 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 the Association, plus interest at the rate of eighteen (18%) 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 enforced by the Association causing to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which 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 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 or 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 Fifty (\$50.00) Dollars, to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or attorney's and other 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.

7. 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 meeting is given as provided in paragraph 4c herein and the concurrence therein of the Board of County Commissioners of Campbell County, Wyoming.

8. FAILURE OF ASSOCIATION RESPONSIBILITIES

In the event such Association shall fail to maintain the common facility in a reasonable order and condition in accordance with the original plan submitted with the final subdivision plat, the Campbell County Board of Commissioners shall serve written notice upon such organization or upon the residents of the subdivision involved, setting forth the manner in which the association has failed to maintain the facility in a reasonable condition, and the 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 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 thirty (30) days or an 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 the year, the County, upon its initiative or upon the written request of the association therefore, responsible for the maintenance of the common facility, call a public hearing upon notice to such association and to the residents of the subdivision involved, to be held by the Board, at which hearing such association or the residents of the subdivision 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 determines that such

association is ready and able to maintain the common facility in a reasonable condition, the County shall cease to maintain the 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 that have a right to enjoyment or use of the common facility involved and any unpaid assessments shall become a tax lien upon the properties. The County shall file a notice of such lien in the office of the County Clerk upon the property affected by such lien within the subdivision, 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.

9. DISSOLUTION

This association may not be dissolved without the prior consent of the Board of County Commissioners of Campbell County, Wyoming.

IN WITNESS WHEREOF the undersigned have executed this agreement this 19th day of April, 2005, at Gillette, Wyoming.

CAMPBELL COUNTY PROPERTIES, LLC

By: M. Greg Carlson
M. Greg Carlson, its attorney-in-fact

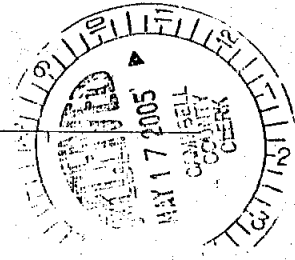
STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 19th day of April, 2005, by M. Greg Carlson, as the duly authorized attorney-in-fact for Campbell County Properties, LLC, a Wyoming Limited Liability Company.

Witness my hand and official seal.

BRENDA L. MURPHY - NOTARY PUBLIC
COUNTY OF CAMPBELL WYOMING
My Commission Expires 4/4/07

Brenda L. Murphy
Notary Public



STATE OF WYOMING) ss.
Campbell County)
Filed for record this 17th day of May, A.D. 2005 at 10:36 o'clock A.M. and recorded in Book 2058
of Photos on page 227-234 Fees \$ 29.00
County Clerk and Ex. Officer Register of Deeds Sharon Henderson
RECORDED ABSTRACTED INDEXED CHECKED By Deputy Liane Nettitt 851176