DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
B & B SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, William E. Burd and Charlicia J. Burd, husband and wife, and Ross A. Burd and Helen N. Burd, husband and wife, are the owners of all that certain real property situate in Natrona County, State of Wyoming, known and described as B & B Subdivision, a metes and bounds description of which is attached hereto as Exhibit "A" and incorporated herein by reference, and as shown on the plat and dedication thereof recorded in the office of the County Clerk of Natrona County, State of Wyoming, in Book 268 of Maps at Page 1, and

WHEREAS, in order to insure the use and development of said property for exclusive industrial purposes only, to prevent the impairment of the attractiveness of said property for such purposes, and to maintain property values therein, the undersigned desires hereby to make and impose upon said real property the restrictions and limitations hereafter set forth.

NOW, THEREFORE, for and in consideration of the premises, William E. Burd and Charlicia J. Burd, husband and wife, and Ross A. Burd and Helen N. Burd, husband and wife ("Burds"), do hereby and by these presents make, publish, declare and impose upon all of the real property situate and included within the Subdivision the following restrictions and limitations governing the use and development of all lots within the Subdivision, and do hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land in the Subdivision, shall be effective upon the sale of the first lot in the Subdivision and shall be binding upon the undersigned and all persons claiming under it from and after the first lot
sale, and shall be for the benefit of, as well as limiting and restricting, all future owners of lots within the Subdivision, to wit:

ARTICLE I

DEFINITIONS

1. **B & B Subdivision**: The words "B & B Subdivision" as used in these covenants shall mean all of the lands included within this Subdivision. Any lands added to B & B Subdivision by Burds in accordance with this instrument and expressly made subject to this Declaration by written amendment filed in the office of the Natrona County Clerk shall thereafter be deemed a part of the Subdivision for purposes of the application of this Declaration.

2. **Association**: Shall mean and refer to B & B Subdivision Owners' Association, its successors and assigns.

3. **Owner**: Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

4. **Properties**: Shall mean and refer to that certain real property in the Subdivision hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

5. **Common Roadways**: Shall mean streets, roads and thoroughfares as shown on the Subdivision plat for the purpose of maintaining, improving and providing access to the lots.

6. **Burds**: Shall include William E. Burd and Charlcia J. Burd, husband and wife, and Ross A. Burd and Helen N. Burd, husband and wife, their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from Declarant for the purpose of development.
ARTICLE II

B & B SUBDIVISION OWNERS ASSOCIATION

1. Membership in B & B Subdivision Owners Association:

All persons, corporations, or associations who own or acquire the title in
fee to any of the land (other than lands dedicated as public roads), by
whatever means acquired, shall automatically become members of the Association.

ARTICLE III

PROPERTY RIGHTS

1. Owners' Easements of Enjoyment: Every Owner shall have a right
and easement of enjoyment in and to the Common Roadways, which shall be
appurtenant to and shall pass with the title to every lot, subject to the following
provisions:

(a) The right of the Association to charge
reasonable fees for the use and maintenance
of the Common Roadways or any part thereof.

(b) The right of the Association to dedicate
or transfer all or any part of the Common
Roadways to any public agency, authority,
or utility for such purposes and upon such
conditions as agreed to by the members of
the Association. Provided, however,
no such dedication or transfer shall be
effective unless a resolution has been
adopted by two-thirds of each class of
members who cast votes in person or in
proxy at a meeting duly called for such
purpose.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

1. Every owner of a lot which is subject to assessment shall be a
member of the Association. Membership shall be appurtenant to and may not be
separated from ownership of any lot which is subject to assessment.
ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments:

Burds, for each lot owned by them within the Properties, hereby covenant, and
the Owner of each lot, his heirs, successors and assigns, by acceptance of
a deed or execution of a contract to purchase therefore, whether or not
expressed in such deed or contract, is and shall be deemed to covenant and
agree to pay to the Association:

(1) annuall 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 constitute a charge on the land and shall be a continuing
lien upon the lot (being deemed to be each lot shown on the original Subdivision
plat) 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 Owner of the lot at the time the assessment was
due. The personal obligation for delinquent assessments shall not pass to his
successors in title unless expressly assumed by them, though the lien shall, in
any event, continue as a charge against the lot despite a transfer of title.

2. Purpose of Assessments: The assessments levied by the Association
shall be used exclusively to promote the health, safety, and welfare of the
residents within the Properties and for the improvement and maintenance of
the Common Roadways.

3. Maximum Annual Assessment. Until January 1 of the year
immediately following the date of the conveyance of the first lot to an Owner,
the maximum annual assessment shall be $____________ per lot.
(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 6% above the maximum assessment for the previous year without a vote of membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 6% by a vote of two-thirds (2/3) of each class of members who cast votes in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. 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 upon the Common Roadways, including fixtures and personal property related thereto, provided that any such assessment for capital improvements shall have the assent of two-thirds (2/3) of the votes of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Any Action: Written notice of any meeting called for the purpose of taking any action shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the meeting originally called for such purpose.
6. **Uniform Rate of Assessment:** Both annual and special assessments must be fixed at a uniform rate, based upon the square footage of each lot as said figure relates to all other Lots in the Subdivision, for all lots and may be collected on a monthly basis or such other basis as agreed upon by the Board of Directors.

7. **Date of Commencement of Annual Assessments:**

**Due Dates:** The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period (which unless changed by the Board of Directors shall be the calendar year); provided, however, failure of the Board to fix an assessment within the time provided therefor shall not preclude the Board thereafter fixing an assessment for the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the due date. The due dates shall be established by the Board of Directors. The Association shall, upon demand of the Owner or a person authorized by the Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

8. **Effect of Nonpayment of Assessments: Remedies of the Association:**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may at its option bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Roadways or abandonment of his lot.

9. **Subordination of the Lien to Mortgages:** The lien of the assessments provided for herein shall be subordinate to the lien of any first
mortgage. Sale or transfer of any lot shall not affect the assessment lien.
However, the sale or transfer of any lot pursuant to mortgage foreclosure or
any proceeding in lieu thereof shall extinguish the lien of such assessments
as to payments which become due prior to such sale or transfer. No such sale
or transfer shall relieve such lot from liability for any assessments
thereafter becoming due or from the lien thereof.

ARTICLE VI

GENERAL RESTRICTIONS ON ALL LOTS AND TRACTS

1. Zoning Regulations: No land within the Subdivision shall be
occupied, used by, or for, any structure or purpose which is contrary to the
zoning regulations of Natrona County, Wyoming.

2. Uses: Each lot within the Subdivision shall be utilized
for industrial site only.

3. Signs: One "For Rent" or "For Sale" sign, which shall be no
larger than six (6) square feet, shall be permitted. One entrance gate
sign identifying the owner or occupant of the property not exceeding six (6)
feet by six (6) feet and of a style and design compatible with the
area, shall be permitted. Any electrical sign or a display larger
than six (6) feet by six (6) feet shall be erected and maintained
only with the approval of the Committee. No unsightly objects, or
nuisances shall be erected, altered, or permitted on any tract or lot.

4. No Resubdivisions: No lot reflected on the recorded plat shall
be resubdivided into smaller tracts or lots unless the entire area is so conveyed,
whether in one (1) or more tracts or lots is less than .97 acres; however,
conveyances or dedications of easements for utilities or private lanes or roads
may be made.

5. Combining Tracts: If two or more contiguous industrial tracts
are owned by the same owner or owners, they may be combined into one or more
larger industrial tract by means of a written executed, acknowledged and
approved by the Owner and recorded in the real property records of Natrona
County, Wyoming. Thereafter, the new and larger lot or tracts shall each
be considered as one lot for the purpose of these covenants.

6. Underground Utility Lines: All water, gas and telephone
lines within the limits of the Subdivision shall be underground except such
necessary above ground facilities as may be incident thereto. It shall be
permissible for electric utilities and cable television services to be installed
above ground. Utilities shall, where possible, be installed within road
right-of-way or easements as indicated.

7. Fences: All fences shall be maintained in a sightly condition
by the owners thereof.

ARTICLE VIII

EASEMENTS

1. Utility Easements: Burds hereby reserve to themselves, their
successors, and assigns, perpetual easements within the Subdivision boundary,
on and along ten (10) feet on either side of all property lines, and on and along
all roadways, for the purpose of constructing, maintaining, operating, replacing,
enlarging, and repairing power, telephone, water, irrigation, storm drainage,
sewer, gas, and similar lines, pipes, wires, ditches and conduits for the
benefit of the Subdivision and for the extension of such facilities into and
development of, lands adjacent to the Subdivision owned by Burds.

2. Easements for Private Roads or Lanes: Burds hereby reserve to
themselves, their successors and assigns, perpetual easements across all roads
and roadways in the Subdivision for ingress and egress to adjacent lands.

3. Dedicated Roads and Maintenance: Burds, their successors and
assigns, shall construct all roads, drives and lanes to be transferred to the
Association as shown on the Subdivision plat. The Association shall, after such transfer, assume all responsibilities and obligations of maintenance and improvement of roads, drives and lanes until such time as the same may be transferred to and accepted by Natrona County, Wyoming or such other duly constituted governmental agency as may take over such roads for public purposes.

ARTICLE VIII

ENFORCEMENT

1. Enforcement Actions: The Property Owners Association have the right to prosecute any action enforcing the provisions of all covenants by injunctive relief, on behalf of itself and all or part of the B & B Subdivision owners. In addition, each owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation.

2. Limitations on Actions: In the event any construction, alteration or site landscape work is commenced upon any portion of the Subdivision in violation of these covenants and no action is commenced to restrain such violation within thirty (30) days after the violation is recognizable, then injunctive or equitable relief shall be denied, but action for damages shall still be available to any party aggrieved. Said thirty (30) day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

ARTICLE IX

GENERAL PROVISIONS

1. Severability: Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.
2. **Effect and Duration of Covenants:** The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the Subdivision, and each owner of property therein, his successors, representatives and assigns and shall continue in force and effect until January 1, 1986, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each.

3. **Amendment:** The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended except by written consent of the owners of eighty percent (80%) of the privately owned land included within the boundaries of B & B Subdivision, as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Natrona County, Wyoming. Any such amendment shall be ineffective until it shall have been placed of record in the office of the County Clerk, Natrona County, Wyoming.

4. **Enforcement:** If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for the Association or any person or persons owning real property in the Subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages actual and punitive for such violations.
IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set its hand and seal this 1st day of June, 1976.

B & B SUBDIVISION

By William E. Burd
William E. Burd

Charlcia J. Burd
Charlcia J. Burd

Ross A. Burd
Ross A. Burd

Helen N. Burd
Helen N. Burd

STATE OF WYOMING )
COUNTY OF NATRONA ) SS.

The foregoing instrument was subscribed, sworn to and acknowledged before me by William E. Burd and Charlcia J. Burd, husband and wife, and Ross A. Burd and Helen N. Burd, husband and wife, this 1st day of June, 1976.

Witness my hand and official seal.

Donald E. Chapin
Notary Public

My commission expires: 5-28-78
A Parcel located in and being portions of the NE\(^4\)SW\(^4\) and NW\(^4\)SE\(^4\) Section 6, Township 33 North, Range 79 West, Sixth Principal Meridian, Natrona County, Wyoming, being more particularly described by metes and bounds as follows:

Beginning at the W 1/16 corner, Section 6, Township 33 North, Range 79 West, Sixth Principal Meridian, Natrona County, Wyoming, this being the true point of Beginning.

Thence from the Point of Beginning, N.88°35'25"E., 202.90 feet along the east-west centerline of Section 6, being the northerly line of said Parcel; thence continuing along the northerly line of said Parcel, S.0°00'19"W., 115.62 feet; thence N.88°37'43"E., 294.20 feet; thence S.1°42'44"E., 155.67 feet; thence N.88°37'11"E., 1123.20 feet; thence N.9°11'W., 157.82 feet; thence S.50°34' E., 248.95 feet; thence S.86°58'E., 145.00 feet to a point of intersection with the westerly right-of-way line of Old Highway U. S. 87, being the easterly line of said Parcel; thence along the easterly line of said Parcel and westerly line of said right-of-way, S.32°04'38"E., 363.95 feet to a point in said right-of-way, being the intersection with the southerly line of said Parcel; thence along the southerly line of said Parcel, S.88°34'W., 447.39 feet; thence S.1°26'E., 257.43 feet; thence S.88°34'W., 1687.27 feet to a point of intersection with the westerly line of said Parcel and West 1/16 line of said Section 6; thence along the westerly line of said Parcel and West 1/16 line of said Section 6, N.0°08'W., 871.27 feet to the Point of Beginning.

The foregoing described Parcel contains 27,947 acres (1,217,502.00 square feet), more or less.
The United States of America,

To all to whom these presents shall come, Greeting:

Whereas, a survey of the lands of the Public Domain, in Wyoming, has been made, pursuant to the Act of Congress of the 13th day of March, 1887, entitled, "An Act to Secure Homesteads to Actual Settlers on the Public Domain,"

Catharine Dunn

Now Know Ye, that I, Halley E. H. T., have surveyed and described certain land in the State of Wyoming, in the Parish of Carbon, more particularlyly in Section 28, Township 6 North, Range 4 West, in Wyoming, containing one hundred sixty acres

In Testimony Whereof,

Warren G. Harding
President of the United States

Done under my hand in the name of the President of the United States, at the City of Washington, on the 13th day of June, 1928.

By the Secretary

Catherine Dunn
County Clerk

[Deed Record -- Homestead Patent]