DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
B & L INDUSTRIAL ACRES

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Tom D. Barnard and Violet A. Barnard, husband
and wife, and Walter C. Larson and Charlene J. Larson, husband
and wife, ("Landowners") are the owners of all that certain real
property situate in Natrona County, State of Wyoming, known and
described as B & L Industrial Acres, a subdivision of Natrona
County, Wyoming, as described on Exhibit "A" attached hereto
(hereinafter referred to as the "Subdivision") and as shown on
the plat and dedication thereof duly recorded in the office of
the County Clerk of Natrona County, State of Wyoming, in Book
___ of Maps at __________, and

NOW, THEREFORE, for and in consideration of the premises,
Landowners 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 tracts within the sub-
division, and do hereby specify and declare said restrictions and
limitations shall be and constitute covenants running with all
of the land in the Subdivision and shall be binding upon the
undersigned and all persons claiming under it from and after
the first tract sale, and shall be for the benefit of, as well as
limiting and restricting, all future owners of tracts within the
Subdivision, to-wit:

ARTICLE I
DEFINITIONS

1. Tracts: All of the Subdivision tracts designated on
the recorded plat of the Subdivision.

2. B & L Industrial Acres: The words B & L Industrial
Acres as used in these covenants shall mean all of the lands
included within this Subdivision. Any lands added to B & L
Industrial Acres by Landowners or other adjacent owners in
accordance with this instrument and expressly made subject to
this Declaration by written amendment filed in the office of
the Subdivision for purposes of the application of this Declaration.

3. Association: Shall mean and refer to B & L Industrial Acres, a non-profit Wyoming corporation, its successors and assigns.

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

5. 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.

6. Common Area: All property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first tract and which shall be conveyed by Landowners to the Association prior to sale, by contract or otherwise, of the first tract, is described as follows:

Streets, roads, and thoroughfares as shown on the Subdivision plat for the purpose of maintaining, improving and providing access to the tracts out or in, and ingress and egress to all ditches and easements for maintenance and improvements.

7. B & L Partnership: Declarants, their successors or assigns if such successors or assigns should acquire more than one undeveloped tract from Declarants for the purpose of development.

ARTICLE II

B & L INDUSTRIAL ACRES OWNERS' ASSOCIATION

Membership in B & L Industrial Acres Owners' Association: All persons, corporation, 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, a Wyoming corporation not for profit, in accordance with the Articles of Incorporation of said
Association as presently in effect and filed with the Secretary of State of Wyoming and as the same may be duly amended from time to time.

ARTICLE III

PROPERTY RIGHTS

1. Owners' Easements of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the common area, which shall be appurtenant to and shall pass with the title to every tract, subject to the following provisions:

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

(b) The right of the Association to suspend voting rights of, and the use of any of the common area, by an owner for any period during which any assessment against the owner's tract is due but unpaid. Utilization of the common area and suspension of voting rights may be enforced for a period not to exceed sixty (60) days and for any infraction of the published rules and regulations of the Association.

(c) The right of the Association to dedicate or transfer all or any part of the common area 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.

2. Delegation of Use: Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area to the members of his family, his tenants, invitees, customers, guests or contract purchasers.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

1. Every owner of a tract 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 tract which is subject to assessment.

2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of B & L Partnership and shall be entitled to one vote for each tract
owed. When more than one person holds an interest in any tract, all such persons shall be members; provided, however, there shall exist only one vote for each tract which vote shall be exercised as the owners of the tract determine.

Class B. The Class B members shall be B & L Partnership and it shall be entitled to three (3) votes for each tract owned. The Class B membership shall cease and be converted to Class A membership (i.e. one vote for each tract owned) on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on the _____ day of _________, 19____,
or

(c) in the event that B & L Partnership retains tracts within the Subdivision for development purposes, each such tract, when development is completed, will obtain Class A status under B & L Partnership ownership if such development occurs before _____

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS


Landowners, for each tract owned by them within the properties, hereby covenant and the owner of each tract, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase thereof, whether or not expressed in such deed or contract, is and shall be deemed to covenant and agree to pay 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 constitute a charge on the land and shall be a continuing lien upon the tract (being deemed to be each tract 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 tract at the time the assessment is 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 tract despite a transfer of title.

2. Purpose of Assessment: The assessments levied by the Association shall be used exclusively to maintain, repair, or rebuild roads, drainage ditches and easements for the welfare of owners in the addition and other adjoining property.


(a) From and after ______________, the maximum annual assessment will be __________ per acre per year and may be increased each year not more than __________ % above the maximum assessment for the previous year without a vote of the membership.

(b) From and after ______________, the maximum annual assessment may be increased above __________ % by 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 area, 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 membership who cast votes in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Any Action Authorized Under Sections 1, 2, 3, and 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 1, 2, 3, or 4, above, 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 each class 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, except as herein-after provided, for all tracts 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 annual assessments provided for herein shall commence _________. 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 tract 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 of Directors to fix an assessment within the time provided therefor shall not preclude the Board from 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 tract 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 ______ percent per annum. The Association may at
its option bring an action at law against the owner personally
obligated to pay the same, or foreclosure of 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
area or abandonment of his tract.

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 tract
shall not affect the assessment lien. However, the sale or
transfer of any tract 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 shall relieve such tract from liability for any
assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

GENERAL RESTRICTIONS ON ALL TRACTS IN SUBDIVISION

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, Wy-
oming including but not limited to those regulations for 6.9
"A-D" Airport Zoning District.

ARTICLE VII

RESTRICTIONS

1. Maintenance of Land: The following conditions, limit-
tations and restrictions shall govern the maintenance and use
of the land in this Subdivision:

(a) Fence rows shall be kept clean and clear of weeds,
trash and debris and by each owner of each tract.

(b) Noxious weeds shall not be permitted to exist or
flourish unchecked but diligent action toward their
eradication must be taken on discovery of their
presence.

(c) Drainage ditches shall be kept clear, open and in
good condition at all times when use of the said
ditches for any purpose shall be desirable. The
duty of opening and maintaining in proper condition
such ditches shall be the duty of each owner and
for the benefit of his own tract and the tracts of
the other owners served thereby.

(d) Uncontrolled growth of weeds or brush or the
accumulation of trash and debris along the roadway
shall not be permitted; each property owner shall have the duty of controlling that condition with respect to the roadway property.

(e) Garbage or trash from commercial use of the tract shall not be permitted to so accumulate as to become unwholesome or a nuisance, but shall be disposed of or removed from the property with reasonable promptness and in a manner consonant with good sanitation practices.

(f) No conditions which constitute or create a nuisance or an unreasonable annoyance to other property owners in the subdivision shall be created or permitted to exist.

(g) No junk yards or any other uses inconsistent with the Light Industrial Use as defined and set forth in Resolution Number 38-172 of the Board of Commissioners of Natrona County, Wyoming, adopted September 15, 1972 and filed on April 22, 1975 (File No. 169021) in the office of the County Clerk, Natrona County, Wyoming shall be permitted to exist.

(h) No building or structure shall be built or so situated to be within fifty (50) feet of any street or road and shall not be within ten (10) feet from any property line and/or easement.

2. Building and Construction Requirements and Restrictions:

All sewer systems and water systems on the said tracts shall be subject to Natrona County and State of Wyoming rules, regulations and laws. All domestic water shall be the responsibility of each individual owner.

ARTICLE VIII

EASEMENTS

1. Utility Easements: Landowners hereby reserve to themselves, their successors and assigns, perpetual easements within the Subdivision boundary, within all road easements, and any other easements indicated on the plat, 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.

2. Dedicated Roads and Maintenance: B & L Partnership, its 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 IX
ENFORCEMENT

1. Enforcement Actions: The Board of Directors shall 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 & L Industrial Acres 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 Action: 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 equita-
ble relief shall be denied, but action for damages shall still
be available to any party aggrieved. Said thirty (30) day limi-
tation shall not apply to injunctive or equitable relief against
other violations of these covenants.

ARTICLE X
GENERAL PROVISIONS

1. Severability: Should any part or parts of these coven-
ants be declared invalid or unenforceable by any court of compe-
tent jurisdiction, such decision shall not affect the validity
of the remaining covenants.

2. Effect and Duration of Covenants: The conditions, restric-
tions, 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, 1982, 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 D & L Industrial Acres, as the same may then be shown by the plat on file in the office of the Clerk of 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.

5. Annexation:

(a) Additional industrial or commercial lands may be annexed to said Owners' Association, provided said area pays its proportionate share of maintenance costs, and roads are constructed in a similar or agreed manner at no expense to the Association.

(b) Upon a merger or consolidation of the Association with another association as provided in the Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association by the surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the properties together with the Covenants and Restrictions established on any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the properties except as may be herein provided.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seals this 23rd day of February, 1977.

[Signature]

Tom D. Barnard
STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

The foregoing instrument was acknowledged before me by
TOM D. BARNARD and VIOLET A. BARNARD, husband and wife, on this
33rd day of February, 1977.

Witness my hand and official seal.

Reese T. Davies
Notary Public
My Commission Expires: November 20, 1977

STATE OF WYOMING

COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by
WALTER C. LARSON and CHARLENE J. LARSON husband and wife, on
this 33rd day of February, 1977.

Witness my hand and official seal.

My Commission expires: March 17, 1980
Exhibit "A" attached to this instrument as a Blat of B & L Industrial Acres which included pages 360 thru 366