DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BATES SUBDIVISION

THIS DECLARATION, made on the day hereinafter set forth by BATES ENTERPRISES a Wyoming Partnership, hereinafter referred to as "declarant," the owner or beneficial owner of all of the lots of Bates Subdivision, in accordance with the plat filed for record in Natrona County, Wyoming, and which shall hereinafter be referred to as the "properties."

NOW, THEREFORE, declarant hereby declares that all of the properties described in Article I, Section 5, shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, and easements which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having, or hereafter acquiring, any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Bates Subdivision Property Owners Association, its successors and assigns.

Section 2. "Declarant" shall mean and refer to Bates Enterprises, a Wyoming partnership its successors and assigns.

Section 3. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of Bates Subdivision.

Section 4. "Owner" shall mean and refer to the record owner other than the declarant, whether one or more persons or entities, of a fee simple title to any lot.

Section 5. "Properties" shall mean and refer to that certain real property known as the Bates Subdivision in accordance with the Plat filed for record on September 29, 1995 in Natrona County, Wyoming, as Instrument Number 567920.

Section 6. "Bates Subdivision" shall mean and refer to the subdivision or development known as "Bates Subdivision", as more particularly described in Exhibit "B", attached hereto.
Section 7. "Bates Subdivision covenants" shall mean and refer to this instrument which is entitled "Declaration of Covenants, Conditions and Restrictions Bates Subdivision".

ARTICLE II

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. CREATION OF ASSOCIATION. Declarant hereby forms a non-profit association know as "Bates Subdivision Property Owners Association".

Section 2. ASSOCIATION MEMBERSHIP. Every owner and the declarant shall be members of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 3. VOTING RIGHTS. Following the creation of the Association, the Association shall have one class of voting membership:

Members shall include all owners, including future owners of lots and each owner shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant to pay the Association:

Special assessments for road maintenance, such assessments to be established and collected as hereinafter provided.

The 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 at ten (10) percent per annum, 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.
Section 2. PURPOSE OF ASSESSMENTS. The special assessments levied by the Association shall be used exclusively to repair and maintain Arabian Avenue and Welch Avenue, but only as the roads abut the Bates Subdivision.

Section 3. SPECIAL ASSESSMENTS FOR MAINTENANCE OF ARABIAN AVENUE AND WELCH AVENUE. The Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part the cost of any maintenance of Arabian Avenue and Welch Avenue, as such roadways abut the Bates Subdivision, provided that any such assessment shall have the assent of one-half (1/2) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 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 the votes of 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 preceding meeting.

Section 5. UNIFORM RATE OF ASSESSMENT. Special assessments must be fixed at a uniform rate for all lots.

Section 6. 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 ten percent (10%) per annum. The Association may 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 abandonment of his lot.

Section 7. 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.
ARTICLE IV

LAND USE AND RESTRICTIVE COVENANTS

Section 1. INDUSTRIAL/COMMERCIAL AREA USES:

RESTRICTIONS.

A. Each lot shall be used exclusively for
industrial/commercial purposes.

B. Each lot and any and all improvements from
time to time located thereon, shall be maintained by
the owner thereof in good condition and repair, and at
such owner's sole cost and expense.

C. No noxious or offensive activity shall be
carried on upon any lot, nor shall anything be done or
placed thereon which may be or become a nuisance, or
cause unreasonable embarrassment, disturbance or
annoyance to other owners in the enjoyment of their
lots.

D. No hazardous or inflammmable materials or
explosives shall be kept on the premises except if
strictly in accordance with applicable state laws.

E. Lot owner or occupant shall not allow
discharge into the floor sump, septic tank, drainfield
or on or into the ground any hazardous materials,
solvents, organic chemicals, oils, hydraulic fluids,
detergents, anti-freezes, corrosion and scale
inhibitors or any miscellaneous industrial chemicals.
All such materials are prohibited from discharge by
Wyoming Department of Environmental Quality - Water
Quality Division, under Wyoming Statutes 35-11-101
through 35-11-1207 and DEQ rules and regulations. All
pollutants shall be collected and disposed of in strict
compliance with all applicable County, State and
Federal hazardous materials regulations. Floor sumps
and holding tanks shall be pumped dry, and all solid
materials removed therefrom, when they become filled or
overflowing. Said pumping shall be in accordance with
city and County rules and regulations.

F. No underground storage tanks for storage of
gasoline or diesel fuel shall be installed on any lot,
unless such installation is in compliance with all
applicable Federal, State, county and City laws and
regulations.
G. In the event that a structure is destroyed, wholly or partially by fire or any other casualty, said structure shall be properly rebuilt or repaired to conform to the surrounding structures or all the remaining structure, including the foundations and all debris shall be removed from the lot.

H. All garbage and trash shall be placed and kept in covered containers provided by the owners, the disposal of same shall be the responsibility of said owners.

ARTICLE V

GENERAL PROVISIONS

Section 1. NOTICES; DOCUMENTS; DELIVERY. Any notice or other document permitted or required by the Bates Subdivision covenants to be delivered may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the owner, declarant, Association at P.O. Box 2378, Mills, WY 82644; provided however, that any such address may be changed from time to time by any owner, or by declarant by notice in writing, delivered to the Association, or by the Association, by notice in writing, delivered to all owners.

ARTICLE VI

ENFORCEMENT, DURATION AND AMENDMENT

Section 1. ENFORCEMENT. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. DURATION OF RESTRICTIONS. All of the covenants, conditions and restrictions set forth in these covenants shall continue and remain in full force and effect at all times against said property and the owners thereof, subject to the right of amendment or modification provided for in this Article, for a term of twenty (20) years, after which time they shall be automatically extended for successive periods of twenty (20) years.
Section 3. AMENDMENT. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners, which instrument must be recorded in the Office of the County Clerk of Natrona County, Wyoming. The declarant shall have the right, during such time as it owns not less than thirty-five percent (35%) of the lots in number, to change or modify these covenants, and all lots within Bates Subdivision shall be subject to such changes. Such amendments shall be duly executed by the declarant and placed of record in the Office of the County Clerk of Natrona County, Wyoming.

Section 4. VIOLATION CONSTITUTES NUISANCE. If any owner shall violate any restriction, condition or covenant set forth herein, and if such violation is declared by the Association to be, or shall otherwise constitute, a nuisance, the declarant, or its successors in interest, and/or any lot owner, shall have the right to take such action as may be necessary to abate the same. Such remedies shall be deemed cumulative not exclusive.

Section 5. CONSTRUCTION AND VALIDITY OF RESTRICTIONS. All of said covenants, conditions, and restrictions contained in this declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or reservation, or any part thereof, shall be thereby affected or impaired. The declarant, grantor and grantee, their heirs, successors and assigns shall be bound by each Article, Section, subsection, paragraph, sentence, clause and phrase of this instrument that has not been declared invalid or inoperative, or that has, for any reason, become unenforceable.

DATED this 27 day of October, 1995

Bates Enterprises, a Wyoming Partnership.

By: William B. Bates, General Partner

By: Dorothy L. Bates, General Partner
STATE OF WYOMING  
County of Natrona  

The foregoing instrument was acknowledged before me by

WILLIAM B. BURR AND DOROTHY L. BURR  

27th day of October 1995  

WITNESS my hand and official seal.  

NOTARY PUBLIC  

My commission expires:

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