RECORDED June 22, 1979 AT 3:00 O'CLOCK PM

INSTRUMENT NO. 265762

JOHN J. TOBIN COUNTY CLERK

BOARD OF COUNTY COMMISSIONERS - CENTER WEST SUBDIVISION

RESTRICTIVE COVENANTS

(Attachment to Subdivision Agreement)

TO

All Future Owners of Lots in Center West Industrial Park, Natrona County, Wyoming.

Whereas Center West Industrial Park, a Colorado partnership is the owner and development of certain lands situated in Natrona County, Wyoming and designated as Center West Industrial Park, exclusively for industrial and commercial use, and

Whereas Center West Industrial Park desires to establish and secure the enforcement of uniform restrictive covenants upon the usage and development of lots within the said Center West Industrial Park,

Now, therefore, there are hereby created, declared, and established in Center West Industrial Park, Natrona County, Wyoming, the following restrictive covenants, easements, reservations, and requirements upon the lands within such subdivision, which restrictive covenants, easements, reservations, and requirements shall run with the land and remain in full force and effect in accordance with the terms, conditions and covenants contained herein.

ARTICLE I

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to the restrictive covenants set forth herein is located in Natrona County, Wyoming, and is more particularly described as follows, to wit:

All that portion of the SE1/4 of Section 6 and the NW1/4 of Section 7 all in T. 33 N., R. 79 W. of the 6th P.M., Natrona County, Wyoming, being more particularly described by metes and bounds as follows:

Parcel A

Beginning at the southwest corner of said Section 6; thence N 0°29'10"E, along the east boundary of said Section 6, a distance of 443.55 feet; thence S 88°47'30"W, a distance of 1232.93 feet to a point on the easterly boundary of the presently existing Salt Creek Highway; thence S 8°27'17"E, along said easterly boundary, a distance of 949.86 feet; thence N 81°34'17"E, a distance of 201.13 feet;

Center West Industrial Park
thence N 8°25'32"W, a distance of 264.20 feet;
thence N 41°30'24"E, a distance of 297.25 feet;
thence N 89°19'20"E, a distance of 263.95 feet;
thence S 55°52'22"E, a distance of 568.37 feet, more or less, to a point on the east boundary of said Section 7;
thence N 0°33'08"E, along the east boundary of said Section 7, a distance of 332.51 feet, more or less, to the point of beginning.

Parcel A contains 16.73 acres, more or less.

Parcel B

Beginning at the northwest corner of said S4SE4 Section 6;
thence N 88°54'15"E, along the north boundary of said S4SE4, a distance of 1139.12 feet to a point on the westerly boundary of the presently existing Salt Creek Highway;
thence S 8°38'52"E, along said westerly boundary, a distance of 632.65 feet;
thence S 81°21'09"W, a distance of 10.00 feet;
thence S 8°31'12"E, a distance of 89.21 feet to the point of beginning of a circular curve to the right, the radius of which is 666.20 feet and the total central angle of which is 45°56'37";
thence along said curve, through a central angle of 45°56'37", a distance of 534.21 feet;
thence S 37°26'27"W, a distance of 147.08 feet, more or less, to a point on the south boundary of said Section 6;
thence S 89°17'19"W, along said south boundary, a distance of 965.29 feet to a point on the easterly boundary of the Burlington Northern Railroad operating right-of-way;
thence N 39°59'29"W, along last said boundary, a distance of 76.53 feet to a point on the west boundary of said S4SW4;
thence N 0°09'39"W, along last said boundary, a distance of 1267.00 feet, more or less to the point of beginning.

Parcel B contains 36.17 acres, more or less.

All of which real property is hereinafter referred to collectively as "The Center West Industrial Park" or the "Park".

ARTICLE II

General Purposes of this Declaration

The Center West Industrial Park is subject to the Covenants hereby declared to insure proper use and appropriate development and improvement of the Park and every part thereof; to protect the owners of the property herein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvement; to secure and maintain proper setbacks from streets, and adequate free spaces between structures and in general to provide adequately for high quality improvements in the Park.

Center West Industrial Park

(2)
ARTICLE III

Definition of Terms

"Building site" shall mean any lot or portion thereof, or two or more contiguous lots or portions thereof owned and maintained as a single parcel situated within Center West Industrial Park.

"Building" shall mean any building constructed or to be constructed on any building site and shall include any related outbuildings and other structures of any type or description constructed or to be constructed above ground.

"Building line or lines" shall mean the minimum distance which buildings shall be set back from the property street lines.

"Side boundary line" shall mean the boundary or property line dividing two adjoining building sites.

ARTICLE IV

General Restrictions

1. No building shall at any time be erected on any building site within thirty (30) feet of any street right-of-way adjoining same, within ten (10) feet from all side boundary lines, or within ten (10) feet from the real boundary line of such building site.

2. No loading dock shall be erected on any building site fronting on any street unless the front of such loading platform shall be set back at least fifty (50) feet from the property line abutting the street on which said loading dock fronts.

3. All plans of buildings to be erected on the Park shall be approved prior to construction by an architectural review board of Center West Industrial Park. Front walls facing on streets of such buildings must be finished with face brick, stone, modern metal paneling, glass or their equivalent. Any construction other than the above shall be submitted to and approved by Developer.

4. The area between the building lines and the street property lines shall be used for either open landscaped and grass areas or for service access to the building or to a parking lot. Landscaped areas shall be done attractively with lawns, native grass, trees, shrubs, rock, and similar treatment and shall be properly maintained in a sightly and well kept condition.

5. No building, water tower, water tank, stand pipe, penthouse, elevator or elevator equipment, stairway, ventilating fan or similar equipment required to operate and maintain a building, fire or parapet wall, skylight, tank, cooling or other tower, wireless, radio or television mast, roof, sign, flagpole, chimney, smoke stack, gravity flow storage, and mixing tower or similar structure shall exceed a height of fifty (50) feet from the established building grade without the prior approval of the Developer.

Center West Industrial Park

(3)
6. Developer reserves such right-of-way and easements as may be necessary or convenient for the purpose of erecting, constructing, maintaining and operating utility services over, across, under and through the Park in the designated set back areas between the building lines and the property lines including public service wires and conduits for lighting, power and telephone, gas lines, sanitary sewer, storm sewer and water, and Developer shall have the right to grant right-of-way easements to others to carry out this purpose. Any contract for the laying of such lines, wires, conduits, pipes or sewers shall also provide that the Park shall be restored to the same condition it was in prior to the doing of such work.

7. Storage yards for equipment, raw materials, semi-finished or finished products shall be so shielded by a fence as to effectively screen the view of such storage area from the street. Plans must be submitted and approved by the Developer.

8. No part of the Park shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. No fence, wall, hedge or shrub, plant or tree which obstructs sight lines at an elevation of two feet above any roadway shall be placed or permitted to remain on any corner within the triangular area formed by street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines.

10. No part of the Park shall ever be used for any of the following purposes or uses:

   a. Auto wrecking, salvage yards, used material yards, storage or bailing of waste or scrap paper, rags, scrap metals, bottles or junk;

   b. Bag cleaning;

   c. Boiler and tank works;

   d. Central mixing plant for asphalt, mortar, plaster or concrete;

   e. Any heavy industrial activity.

11. No building site shall have a width of less than fifty (50) feet.

12. All fence designs and intended locations shall be submitted to Developer for approval prior to construction.

13. Developer reserves the right to regulate the use of streets within the Park, including, without limitation, power to prescribe reasonable limitations on length, width and weight of vehicles, volume and direction of traffic and ingress and egress of trucks during rush hour traffic.

Center West Industrial Park
14. Developer may enter upon any building sites that have been abandoned, for the purpose of performing such maintenance as may be necessary to prevent the exterior or any buildings and grounds from deteriorating, becoming unsightly or otherwise detracting from the appearance and general character of the Park. Any expense incurred by Developer hereunder shall be charged against the property abandoned and it shall be the obligation of the owner to pay such expense to the Developer upon written demand for payment.

15. No building or other improvement shall be erected, placed or altered on any building site in the Park until the building or other improvement on the particular building site having been submitted in writing to Developer, and approved in writing by the Developer as to conformity and harmony of external design with existing structures in the Park, and as to the location of the improvements on the building site, giving due regard to the anticipated use thereof as the same may affect adjoining structures, uses and operations, and as to location of the improvements with respect to topography, grade and finished ground elevation. In the event Developer fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with.

16. Owners of building sites shall not permit their employees or tenants to park during business hours on public streets within the Park. It will be the responsibility of such owners, their successors, assigns, or other persons holding under them to provide adequate off-street parking for employees and visitors within their property lines. (All such parking areas shall be covered with a hard, dust-free, paved surface.)

17. Plans and specifications for the construction, installation, or alteration of all outdoor signs shall be first submitted to and have the written approval of Developer.

ARTICLE V

Duration, Amendment and Deviation

1. Each of the Covenants set forth herein shall continue and be binding as herein set forth for a period of thirty-five (35) years from the date hereof; provided, however, that the owners of the fee simple title of 75% of the property subjected to these Covenants, based on the number of square feet owned as compared to the total area affected thereby, may release all or any part of the Park from any one or more of said Covenants; may change or modify any one or more of said Covenants at the end of the 35 year period by an appropriate agreement in writing for such purposes executed and acknowledged by each such agreeing owner, and filed for record in the Office of Clerk and Recorder of Natrona County, Wyoming. Within ten (10) years from the date hereof, these Covenants, or any part thereof, may be changed in whole or in part upon written approval of the owners of the fee simple title of 90% of the property subjected to these Covenants, based

Center West Industrial Park
on the number of square feet owned as compared to the total area, such written approval to be properly recorded in the Office of the County Clerk and Recorder of Natrona County, Wyoming, before the same becomes binding and in force and effect. A recordable certificate by an accredited abstractor or title guaranty company doing business in Natrona County, Wyoming, as to the record ownership of said property and recordable certificate by an accredited Wyoming land surveyor as to area, shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms, and corporations then owning property in Center West Industrial Park and shall run with the land and bind all persons claiming by, through, or under any one or more of them.

2. Developer hereby reserves the right to enter into agreements with the grantee of any building site (without the consent of grantees of other building sites or adjoining or adjacent property) to deviate from any or all of the Covenants herein set forth, provided there are practical difficulties or particular hardships evidenced by the grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not materially interfere with the general purposes of this Declaration, and shall not constitute a waiver of any such Covenant as to the remaining real property in the Park.

ARTICLE VI
Enforcement

1. The Covenants herein set forth shall run with the land and bind Developer, its successors, grantees and assigns, and all parties claiming by, through, or under them. Developer and each owner or owners of any of the above land from time to time shall have the right jointly and separately to sue for and obtain a prohibitive of the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. No Covenants herein set forth shall be personally binding on any corporation, person or persons except in respect to violations made or permitted to exist during its, his, or their seisin of title to such land.

2. If a court or competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

3. All Covenants, liens and other provisions herein set forth shall be subject to and subordinate to all mortgages or deed of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property in Center West Industrial Park, and none of said Covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, Center West Industrial Park
his or its grantees, heirs, personal representatives, successors, or assigns shall hold any and all such property to be purchased or acquired subject to all Covenants, liens and other provisions of this Declaration.

4. Developer reserves the right, at its sole option, at such time as it no longer is the owner of the fee simple title to at least 25% of the property subjected to these Covenants based on the number of square feet owned as compared with the total area affected thereby, to delegate and assign to the then other owners of the building sites all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Developer by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Clerk and Recorder of Natrona County, Wyoming, whereupon (i) such other owners of building sites shall select, in a manner they shall agree upon, a person or entity to perform the duties and functions herein reserved to Developer and (ii) Developer shall be relieved and discharged from every such duty.

In witness whereof, Center West Industrial Park has caused these presents to be signed at Casper, Wyoming, in the County of Natrona and State of Wyoming, this 23rd day of January, 1979.

CENTER WEST INDUSTRIAL PARK

By JEFFERY JONES
General Partner
Restrictive Covenants

To

All Future Owners of Lots in Center West Industrial Park, Natrona County, Wyoming.

Whereas Center West Industrial Park, a Colorado partnership, is the owner and developer of certain lands situated in Natrona County, Wyoming, and designated as Center West Industrial Park, exclusively for industrial and commercial use, and

Whereas Center West Industrial Park desires to establish and secure the enforcement of uniform restrictive covenants upon the usage and development of lots within the said Center West Industrial Park.

Now, therefore, there are hereby created, declared, and established in Center West Industrial Park, Natrona County, Wyoming, the following restrictive covenants, easements, reservations, and requirements upon the lands within such subdivision, which restrictive covenants, easements, reservations, and requirements shall run with the land and remain in full force and effect in accordance with the terms, conditions and covenants contained herein.

Article 1

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to the restrictive covenants set forth herein is located in Natrona County, Wyoming, and is more particularly described as follows, to wit:

All that portion of the 5454 of Section 6 and the 6444 of Section 7 all in T.33 N., R.79 W. of the 6th P.M., Natrona County, Wyoming, Being more particularly described by metes and bounds as follows:

Parcel A

Beginning at the southeast corner of said Section 6:

thence N 09°29'10"E, along the east boundary of said Section 6, a distance of 443.95 feet;
thence S 88°47'30"W, a distance of 1232.93 feet to a point on the easterly boundary of the presently existing Salt Creek Highway;

thence S 90°27'17"E, along said easterly boundary, a distance of 949.96 feet;

thence N 81°03'17"E, a distance of 201.13 feet;

thence N 81°25'32"W, a distance of 264.20 feet;

thence S 61°20'24"E, a distance of 297.25 feet;

thence S 82°19'20"W, a distance of 263.95 feet;

thence S 55°02'22"E, a distance of 568.37 feet, more or less, to a point on the east boundary of said Section 7;

thence N 0°33'08"E, along the east boundary of said Section 7, a distance of 332.51 feet, more or less, to the point of beginning.

Parcel A contains 16.73 acres, more or less.
Parcel B

Beginning at the northwest corner of said SSW 4 of Section 6;
then S 89°54'15"E, along the north boundary of said SSW 4, a distance of
1139.12 feet to a point on the westerly boundary of the presently existing Salt
Creek Highway;
then S 89°38'52"E, along said westerly boundary, a distance of 632.65 feet;
then S 89°21'09"W, a distance of 10.00 feet;
then S 89°31'12"E, a distance of 89.21 feet to the point of beginning of
a circular curve to the right, the radius of which is 566.20 feet and the total
central angle of which is 45°56'37"
then along said curve, through a central angle of 45°56'37", a distance
of 534.21 feet;
then S 87°26'27"W, a distance of 147.08 feet, more or less, to a point
on the south boundary of said Section 6;
then S 85°17'19"W, along said south boundary, a distance of 965.29 feet
to a point on the westerly boundary of the Burlington Northern Railroad
operating
right-of-way;
then N 39°59'29"W, along last said boundary, a distance of 76.53 feet to
a point on the west boundary of said SSW 4;
then N 09°39'59"W, along last said boundary, a distance of 1267.00 feet, more
or less to the point of beginning.
Parcel B contains 36.17 acres, more or less.

All of which real property is hereinafter referred to collectively as "The Center
West Industrial Park" or the "Park".

ARTICLE II

General Purposes of this Declaration

The Center West Industrial Park is subject to the Covenants hereby declared to
insure proper use and appropriate development and improvement of the Park and every
part thereof; to protect the owners of the property herein against such improper use
of surrounding lots as may depreciate the value of their property; to guard against
the erection thereon of buildings built of improper or unsuitable materials; to
insure adequate and reasonable development of said property; to encourage the erection
of attractive improvements thereon, with appropriate locations thereof; to prevent
haphazard in inharmonious improvement; to secure and maintain proper setbacks from
streets, and adequate free spaces between structures; and in general to provide
adequately for high quality improvements in the Park.
ARTICLE III

Definition of Terms

"Building site" shall mean any lot or portion thereof, or two or more contiguous lots or portions thereof owned and maintained as a single parcel situated within Center West Industrial Park.

"Building" shall mean any building constructed or to be constructed on any building site and shall include any related outbuildings and other structures of any type or description constructed or to be constructed above ground.

"Building line or lines" shall mean the minimum distance which buildings shall be set back from the property street lines.

"Side boundary line" shall mean the boundary of property line dividing two adjoining building sites.

ARTICLE IV

General Restrictions

1. No building shall at any time be erected on any building site within thirty (30) feet of any street right-of-way adjoining same, within ten (10) feet from all side boundary lines, or within ten (10) feet from the real boundary line of such building site.

2. No loading dock shall be erected on any building site fronting on any street unless the front of such loading platform shall be set back at least fifty (50) feet from the property line abutting the street on which said loading dock fronts.

3. All plans of buildings to be erected on the Park shall be approved prior to construction by an architectural review board of Center West Industrial Park. Front walls facing on streets of such buildings must be finished with face brick, stone, modern metal paneling, glass on their equivalent. Any construction other than the above shall be submitted to and approved by Developer.

4. The area between the building lines and the street property lines shall be used for either open landscaped and grass areas or for service access to the building or to a parking lot. Landscaped areas shall be done attractively with lawns, native grass, trees, shrubs, rock, and similar treatment and shall be properly maintained in a sightly and well kept condition.
5. No building, water tower, water tank, stand pipe, penthouse, elevator or elevator equipment, stairway, ventilating fan or similar equipment required to operate and maintain a building, fire or parapet wall, skylight, tank, cooling or other tower, wireless, radio or television mast, roof sign, flagpole, chimney, smoke stack, gravity flow storage, and mixing tower or similar structure shall exceed a height of fifty (50) feet from the established building grade without the prior approval of the Developer.

6. Developer reserves such right-of-way and easements as may be necessary or convenient for the purpose of erecting, constructing, maintaining and operation utility services over, across, under and through the Park in the designated setback areas between the building lines and the property lines including public service wires and conduits for lighting, power and telephone. Gas lines, sanitary sewer, storm sewer and water, and Developer shall have the right to grant right-of-way easements to others to carry out this purpose. Any contract for the laying of such lines, wires, conduits, pipes or sewers shall also provide that the Park shall be restored to the same condition it was in prior to the doing of such work.

7. Storage yards for equipment, raw materials, semi-finished or finished products shall be so shielded by a fence as to effectively screen the view of such storage area from the street. Plans must be submitted and approved by the Developer.

8. No part of the Park shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. No fence, wall, hedge or shrub, plant or tree which obstructs sight lines at an elevation of two feet above any roadway shall be placed or permitted to remain on any corner within the triangular area formed by street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines.

10. No part of the Park shall ever be used for any of the following purposes or uses:
   a. Auto wrecking, salvage yards, used material yards, storage or bailing of waste of scrap paper, rags. scrap metals bottles or junk
   b. Bag cleaning;
   c. Boiler and tank works;
   d. Central mixing plant for asphalt, mortar, plaster, or concrete;
   e. Any heavy industrial activity.

11. No building site shall have a width of less than fifty (50) feet.
12. All fence designs and intended locations shall be submitted to Developer for approval prior to construction.

13. Developer reserves the right to regulate the use of streets within the Park, including, without limitation, power to prescribe reasonable limitations on length, width and weight of vehicles, volume and direction of traffic and ingress and egress of trucks during rush hour traffic.

14. Developer may enter upon any building sites that have been abandoned, for the purpose of performing such maintenance as may be necessary to prevent the exterior or any buildings and grounds from deteriorating, becoming unsightly or otherwise detracting from the appearance and general character of the Park. Any expense incurred by Developer hereunder shall be charged against the property abandoned and it shall be the obligation of the owner to pay such expense to the Developer upon written demand for payment.

15. No building or other improvement shall be erected, placed or altered on any building site in the Park until the building or other improvements on the particular building site having been submitted in writing to Developer, and approved in writing by the Developer as to conformity and harmony of external design with existing structures in the Park, and as to the location of the improvements on the building site, giving due regard to the anticipated use thereof as the same may affect adjoining structures, uses and operations, and as to location of the improvements with respect to topography, grade and finished ground elevation. In the event Developer fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with.

16. Owners of building sites shall not permit their employees or tenants to park during business hours on public streets within the Park. It will be the responsibility of such owners, their successors, assigns, or other persons holding under them to provide adequate off-street parking for employees and visitors within their property lines. (All such parking areas shall be covered with a hard dust-free, paved surface.)

17. Plans and specifications for the construction, installation, or alteration of all outdoor signs shall be first submitted to and have the written approval of Developer.

ARTICLE V

Duration, Amendment and Deviation

1. Each of the Covenants set forth herein shall continue and be binding as herein set forth for a period of thirty-five (35) years from the date hereof; provided, however, that the owners of the fee simple title of 75% of the property subjected to these Covenants, based on the number of square feet owned as compared to the total area affected thereby, may release all or any part of the Park from
any one or more of said Covenants may change or modify any one or more of said Covenants at the end of the 35 year period by an appropriate agreement in writing for such purposes executed and acknowledged by each such agreeing owner, and filed for record in the Office of Clerk and Recorder of Natrona County, Wyoming. Within ten (10) years from the date hereof, these Covenants, or any part thereof, may be changed in whole or in part upon written approval of the owners of the fee simple title of 90% of the property subjected to these Covenants, based on the number of square feet owned as compared to the total area, such written approval to be properly recorded in the Office of the County Clerk and Recorder of Natrona County, Wyoming, before the same becomes binding and in force and effect. A recordable certificate by an accredited abstractor or title guaranty company doing business in Natrona County, Wyoming, as to the record ownership of said property and recordable certificate by an accredited Wyoming land surveyor as to area, shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of such changes or changes, it or they shall be binding upon all persons, firms, and corporations then owning property in Center West Industrial Park and shall run with the land and bind all persons claiming by, through or under any one or more of them.

2. Developer hereby reserves the right to enter into agreements with the grantee of any building site (without the consent of grantees of other building sites of adjoining or adjacent property) to deviate from any or all of the Covenants herein set forth, provided there are practical difficulties or particular hardships evidenced by the grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not materially interfere with the general purposes of this Declaration, and shall not constitute a waiver of any such Covenant as to the remaining real property in the Park.

ARTICLE VI

Enforcement

1. The Covenants herein set forth shall run with the land and bind Developer, its successors, grantees and assigns, and all parties claiming by, through, or under them. Developer and each owner or owners of any of the above land from time to time shall have the right jointly and separately to sue for and obtain a prohibitive of the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. No Covenants herein set forth shall be personally binding on any corporation, person or persons except in respect to violations made or permitted to exist during its, his, or their seizin of title to such land.

2. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.
3. All Covenants, liens and other provisions herein set forth shall be subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property in Center West Industrial Park, and none of said Covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage or under the provisions of any deed of trust in the nature of mortage, or under any judicial sale, any purchaser at such sale, his or its grantees, heirs, personal representatives, successors, or assigns shall hold any and all such property to be purchased or acquired subject to all Covenants, liens and other provisions of this Declaration.

4. Developer reserves the right, at its sole option, at such time as it no longer is the owner of the fee simple title to at least 25% of the property subject of these Covenants based on the number of square feet owned as compared with the total area affected thereby, to delegate and assign to the then other owners of the building sites all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Developer by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Clerk and Recorder of Natrona County, Wyoming, whereupon (1) such other owners of building sites shall select, in a manner they shall agree upon, a person or entity to perform the duties and functions herein reserved to Developer and (2) Developer shall be relieved and discharged from every such duty.

In witness whereof, Center West Industrial Park has caused these presents to be signed at Casper, Wyoming, in the County of Natrona and State of Wyoming, this 19th day of October, 1979.

CENTER WEST INDUSTRIAL PARK,
A Colorado Partnership

by

Manager

State of Wyoming
County of Natrona

The foregoing instrument was acknowledged before me by Jeffrey G. Jones, Managing Partner, Center West Industrial Park, on behalf of said partnership. On this 19th day of October, 1979.

[Signature]

Notary Public

276396
Deed Record—Homestead Patent.

The United States of America,

To all to whom these presents shall come, Greeting:

Whereas, pursuant to the laws of the Land Office of the United States, it has been duly entered in the U.S. Surveys for "To Secure Homesteads to Actual Settlers on the Public Domain."

Now Know Ye, That on the day of June, in the year of our Lord one thousand eight hundred and seventy-two, in the presence and sight of the said Land Office, and in the presence of [Names of witnesses]

In Testimony Whereof, we have hereunto set our hands and seals.

[Seals and signatures of witnesses and officials]

[Seal of the Land Office]

[Seal of the County]

[Seal of the State]

[Seal of the Federal Government]

[Seal of the President]

[Seal of the Secretary]

County Clerk

Deputy.