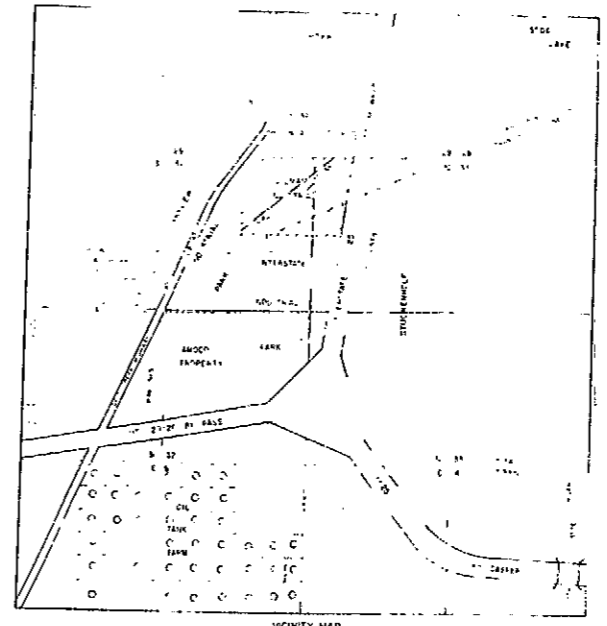
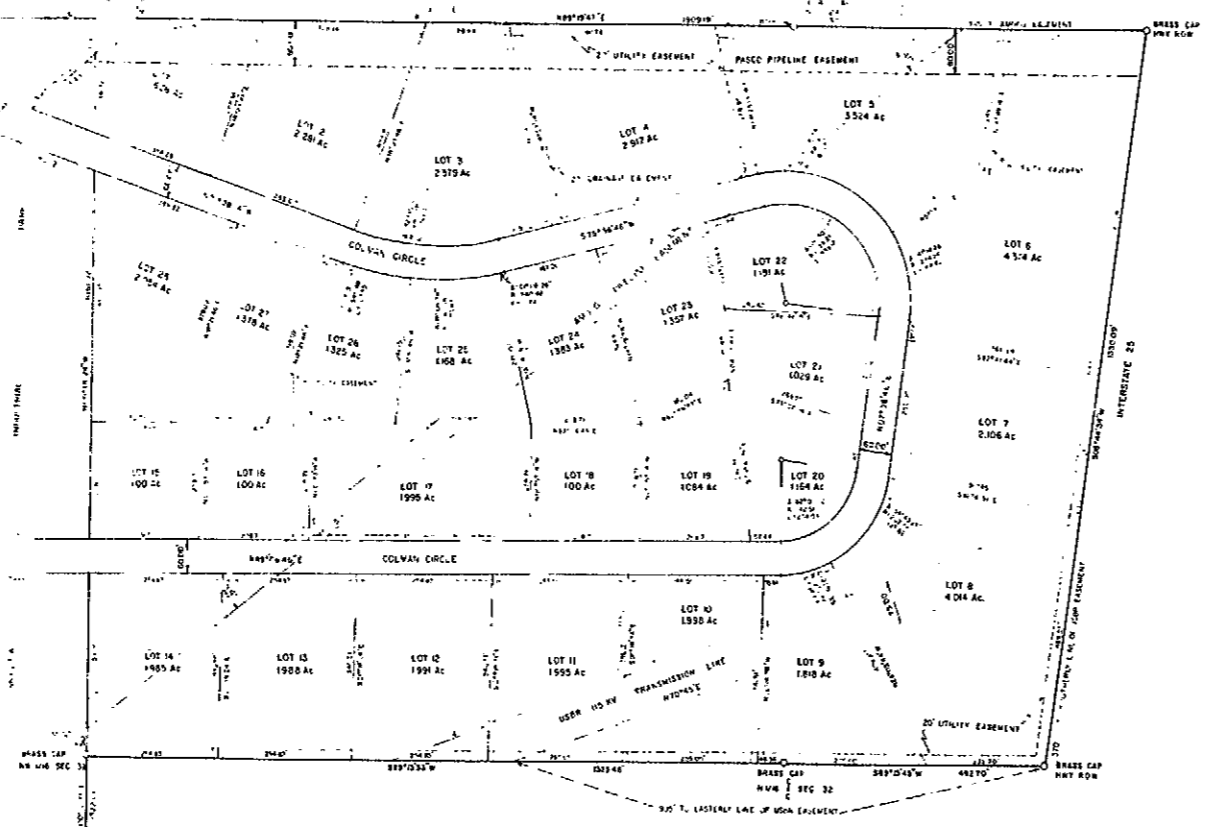


257942

COLMAN INDUSTRIAL CENTER
of
NATRONA COUNTY WYOMING
by
EARL R. COLMAN & CATHERINE L. COLMAN
SCALE 1" = 100'



CERTIFICATE OF PLATTING

EARL ROBERT COLMAN and CATHERINE L. COLMAN, husband and wife, hereby certify that they are the owners and proprietors of the foregoing plat...
STATE OF WYOMING 1975
COUNTY OF NATRONA

Earl R. Colman
Catherine L. Colman

PLANNING COMMISSION APPROVAL

Approved by the Natrona County Planning Commission on the 12th day of October, 1975
ATTEST
[Signature]

COUNTY COMMISSIONERS APPROVAL

Approved by the Natrona County Board of County Commissioners on the 12th day of October, 1975
ATTEST
[Signature]

COUNTY SURVEYOR'S APPROVAL

Approved by the Natrona County Surveyor on the 12th day of October, 1975
ATTEST
[Signature]

HEALTH OFFICER'S APPROVAL

Approved by the Natrona County Health Officer on the 12th day of October, 1975
ATTEST
[Signature]

GENERAL REMARKS

1. WATER SUPPLY: Supply will be provided by Natrona Water and Sewer System.
2. WASTE DISPOSAL: Sewage treatment will be by private septic system.
3. UTILITIES: All utilities to be provided by Natrona County.
4. EASEMENTS: All easements shown on this plan are for utility, pipeline, and other purposes as shown on the plat.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING 1975
COUNTY OF NATRONA
I, [Signature], County Surveyor, do hereby certify that the foregoing plat is a true and correct copy of the original plat on file in my office.

CERTIFICATE OF RECORDER

STATE OF WYOMING 1975
COUNTY OF NATRONA
I, [Signature], County Recorder, do hereby certify that the foregoing plat has been recorded in my office.

RECORDED Mar 9 1979 AT 10:48 O'CLOCK AM

INSTRUMENT NO. 257963

JOHN J. TOBIN COUNTY CLERK

BOARD OF COUNTY COMMISSIONERS - COLMAN INDUSTRIAL CENTER

EXHIBIT "B"
(Attachement of Subdivision
Agreement)

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
COLMAN INDUSTRIAL CENTER

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, EARL R. COLMAN and CATHERINE L. COLMAN, (hereinafter referred to as "landowners") are the owners of all that certain real property situate in Natrona County, State of Wyoming, known and described as Colman Industrial Center, a subdivision of Natrona County, Wyoming, as described on Exhibit "A" attached 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 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 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 or portions thereof individually owned.
2. Colman Industrial Center: The words Colman Industrial Center as used in these covenants shall mean all of the lands included within this Subdivision. Any lands added to Colman Industrial Center by Earl R. Colman and Catherine L. Colman 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 Natrona County Clerk shall thereafter be deemed a part of the Subdivision for purposes of the application of this Declaration.

Compliments of:
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120 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

3. Association: Shall mean and refer to Colman Industrial Center Owners Association, Inc., 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. Colman Industrial Center: Landowners, their successors, or assigns if such successors or assigns should acquire more than one undeveloped tract from Declarant for the purpose of development.

ARTICLE II

COLMAN INDUSTRIAL CENTER OWNERS ASSOCIATION, INC.

Membership in Colman Industrial Center: 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, 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 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 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 Earl R. Colman and Catherine L. Colman and shall be entitled to one vote for each tract owned. 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 determined.

Class B. The Class B members shall be Earl R. Colman and Catherine L. Colman and the same 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 1st day of January 1983, or

- (c) in the event that Earl R. Colman and Catherine L. Colman retaining tracts within the subdivision for development purposes, each such tract, when development is completed, will obtain Class A status for Earl R. Colman and Catherine L. Colman ownership if such development occurs before 1983.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

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

Landowners, for each tract owned by it within the properties, hereby covenants, 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 covenants 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 assessments, 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; all of which are for the welfare of owners in the Subdivision and any other property brought into the Subdivision in the future.

3. Maximum Annual Assessment: Until such time as Seventy-five Percent (75%) of the tracts of said property are sold by Earl R. Colman and Catherine L. Colman, they shall bear all costs of road maintenance.

- (a) From and after such time, the maximum annual assessment will be \$60.00 per acre per year and may be increased each year not more than 6% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after such time, 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.





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, 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 Authroized Under Section 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 purposes.

6. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate, except as hereinafter provided, for all tracts and may be collected on a monthly basis or such other basis as agreed upon by the Board of Directors. It is further provided that the assessment for all tracts owned by Earl R. Colman and Catherine L. Colman upon which no improvements have been constructed shall be fixed at no more than one-third (1/3) of the assessment rate for other tracts until January 1, 1983.

7. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence January 1, 1976. 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 therefore 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 tract have been paid.

8. Effect of Non-Payment 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 of 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 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, Wyoming.

ARTICLE VII

RESTRICTIONS

1. Maintenance of Land: The following conditions, limitations 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 by each owner of each tract.
- (b) Noxious weeds shall not be permitted to exist or flourish unchecked and 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 household or commercial use of the tract shall not be permitted to so accumulate as to become unsightly 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 uses inconsistent with the General 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) Tracts 6, 7, and 8, inclusive, are adjacent to Interstate Highway 25 and each Owner of such lots shall, at his own expense, construct a woven wire fence along the boundary of each such lot facing said highway. Said fence shall be six (6) feet in height and the posts shall be set in concrete. Those portions of lots facing said highway shall be maintained in a clean and orderly manner and the Owners shall not allow trash or debris to build up along the required fences.
- (i) Owner shall, at his own expense, install at least one 7,000 lumen night light on each tract.
- (j) Owner shall, at his own expense, install a culvert with a minimum size of 18 inches in diameter in each entrance to his property.

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.

3. Water: Earl R. Colman and Catherine L. Colman have entered into an agreement with the Wardwell Water and Sewer District (District) wherein the District has agreed to furnish water to the Subdivision upon certain conditions. One of these conditions is that a tap fee in the amount of One Thousand Five Hundred Dollars (\$1,500.00) must be paid by individual lot Owners to the District for each tap.

Earl R. Colman and Catherine L. Colman will pay all costs of bringing the water and lines to the Subdivision. Each Owner shall be responsible for taps and tap fees for each tract as well as any charges for use of water and such use shall not exceed 30,000 gallons per month per tap during peak use periods for commercial usage. Pursuant to said agreement, any water in excess of 30,000 gallons per month per tap shall be purchased by Owner at a rate of One Thousand Five Hundred Dollars (\$1,500.00) for each additional 30,000 gallons per month or any portion thereof.

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. Easements for Private Roads or Lanes: Earl R. Colman and Catherine L. Colman hereby reserves to themselves their successors and assigns, a perpetual right to use all roads and roadways in the Subdivision for ingress and egress to any land adjacent to Colman Industrial Center.

3. Dedicated Roads and Maintenance: Earl R. Colman and Catherine L. Colman, 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 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, 1998, 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 Colman Industrial Center, 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 on record in the office of the County Clerk, Natrona County, Wyoming.



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Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

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 of 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 Owner's 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 Declarant herein, has hereunto set its hand and seal this 18th day of October, 1978.

EARL R. COLMAN AND CATHERINE L. COLMAN, husband and wife

EARL R. COLMAN
Earl R. Colman

CATHERINE L. COLMAN
Catherine L. Colman

STATE OF WYOMING)
) ss. *
COUNTY OF NATRONA)

On this 18th day of October, 1978, before me Earl R. Colman and Catherine L. Colman personally appeared to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their respective free act and deed.

Witness my hand and seal the day and year first above written.

(NOTARIAL SEAL)

CATHERINE BARRETT
Notary Public

My Commission Expires:

Oct. 2, 1981

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