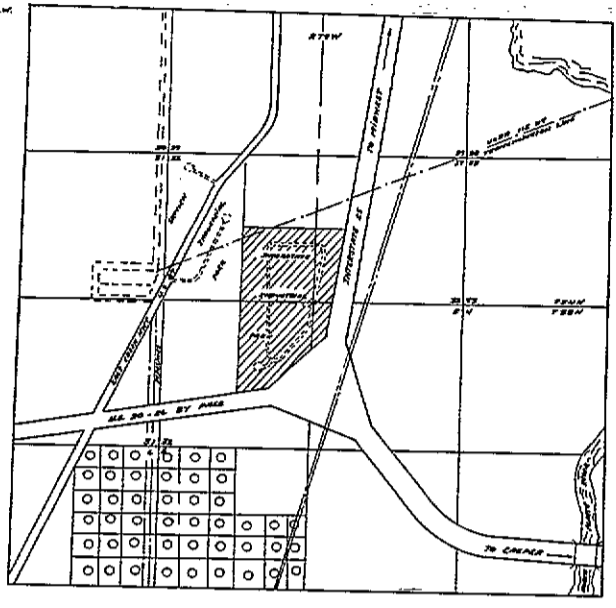
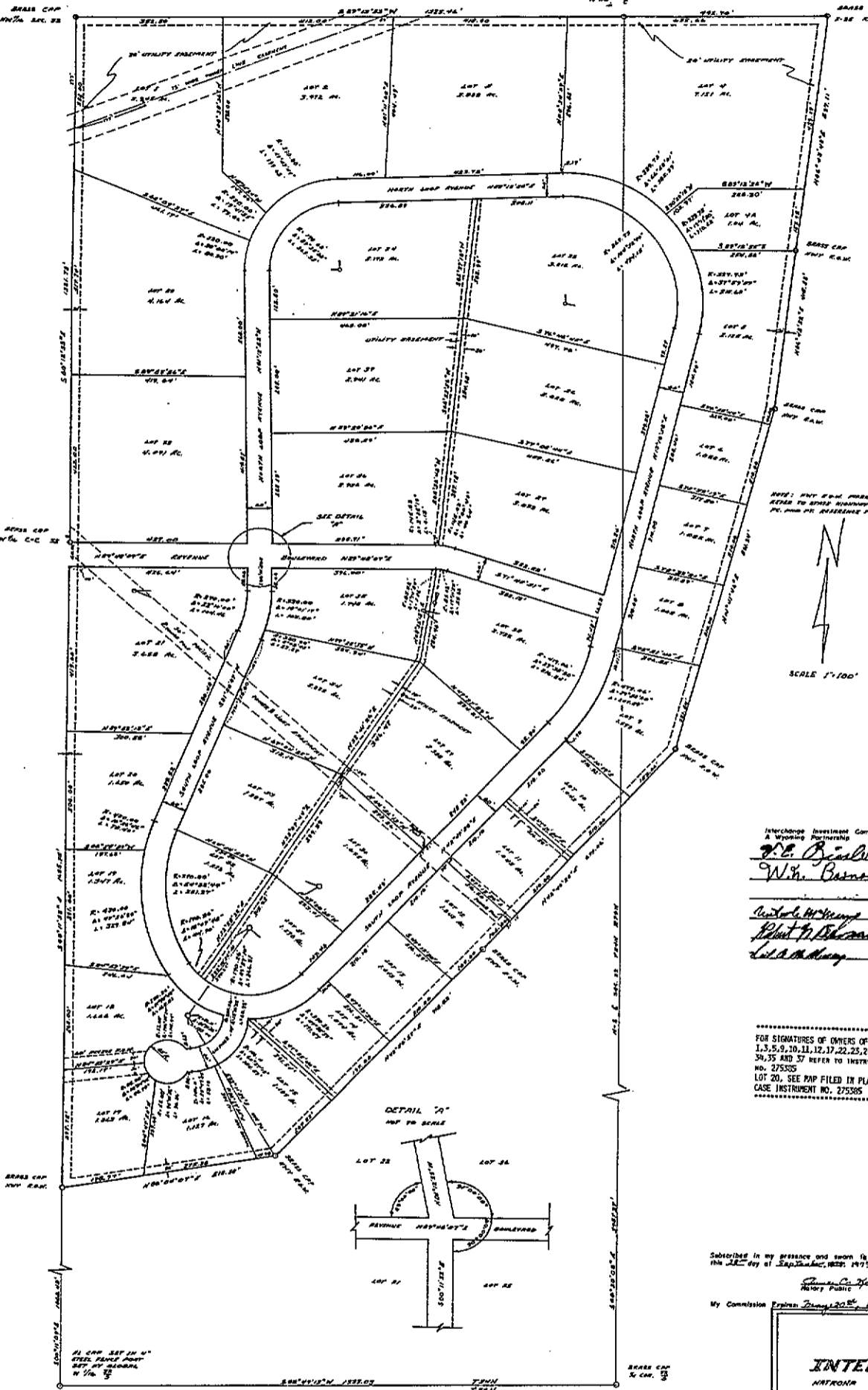


275384

INTERSTATE INDUSTRIAL PARK
SERIES "A" AMENDED
RECORDED OCTOBER 17, 1979
INSTRUMENT # 275384



AGREEMENT AND CONVEYANCE
WE, THE UNDERSIGNED, hereby agree to sell and convey to the undersigned, the owners of the lots set forth opposite their names on said Exhibit A, and as evidenced by the plat of Interstate Industrial Park, filed on 08-25-77, in the Montana County Clerk's Office, located in Bozeman, Montana, at 11:00 A.M., on hereby certify that they are the owners of the lots affected by the reporting of said blocks and lots as set forth and as appear on the report of said Interstate Industrial Park, and do hereby certify the register and consent to the sale of said Interstate Industrial Park.
The undersigned hereby warrant to each other and accept any interest in all lots as shown on said report and Exhibit A hereof. The purpose of this agreement is to establish and each owner title Park and to clear any discrepancy of property line boundaries that may have occurred by virtue of the filing of said report.
This agreement shall be binding upon and inure to the benefit of the parties hereto their respective successors in interests and assigns.
DATED this 22nd day of SEPTEMBER, 1979

Interchange Investment Company
a Wyoming Partnership
D.E. Beasly
Wm. Beasly
Curtis Williams
Paul H. Beasly
L.S. Adams

FOR SIGNATURES OF OWNERS OF LOTS
1, 2, 3, 5, 9, 10, 11, 12, 17, 22, 25, 26,
30, 35 AND 37 REFER TO INSTRUMENT
NO. 275385
LOT 20, SEE MAP FILED IN PLAT
CASE INSTRUMENT NO. 275385

OWNERS SIGNATURE
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
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LOT 35
LOT 36
LOT 37

CERTIFICATE OF SURVEYOR
I, the undersigned, being duly sworn, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner measurements shown herein were properly placed under my supervision, in accordance with the Subdivision Regulations of Montana County.
Walter Rosendahl
Surveyor No. 11,780

EXHIBIT "A"
AMENDED PLAT
INTERSTATE INDUSTRIAL PARK
MONTANA COUNTY MONTANA
BY
ROSENDALH ENGINEERING & SURVEYING
BOX 102
STORY, MONTANA

RECORDED OCT 17 1979 AM 11:00
INSTRUMENT NO.
275384
MONTANA COUNTY CLERK

1088-4

EXHIBIT "A"

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
INTERSTATE INDUSTRIAL PARK

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, INTERCHANGE INVESTMENT COMPANY, a Wyoming partnership, PACIFIC POWER & LIGHT COMPANY, a Maine corporation, (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 Interstate Industrial Park, 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. Interstate Industrial Park: The words Interstate Industrial Park as used in these covenants shall mean all of the lands included within this Subdivision. Any lands added to Interstate Industrial Park by Interchange Investment Company 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.
3. Association: Shall mean and refer to Interstate Industrial Park Association, Inc., a non-profit, Wyoming corporation, its successors and assigns.

Compliments of
FIRST AMERICAN TITLE INSURANCE CO., INC.
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).

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. Interstate Industrial Park: 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

INTERSTATE INDUSTRIAL PARK OWNERS' ASSOCIATION

Membership in Interstate Industrial Park: 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.



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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).

(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 Interchange Investment Company 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 determine.



Class B. The Class B members shall be Interchange Investment Company and Interchange Investment Company 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, 1981, or
- (c) in the event that Interchange Investment Company retains tracts within the subdivision for development purposes, each such tract, when development is completed, will obtain Class A status under Interchange Investment Company ownership if such development occurs before 1981.

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 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 assessment levied by the Association shall be used exclusively to maintain, repair, or rebuild roads, drainage ditches and easements including that certain county road referred to on the plat as Revenue Boulevard and which extends from the Subdivision in a westerly direction parallel to the north boundary line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31 and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, T34N, R79W, 6th P.M., Natrona County, Wyoming until it intersects with the old Salt Creek Highway; all of which are for the welfare of owners in the Subdivision and any other property brought into the Subdivision in the future.

It is recognized that that portion of Revenue Boulevard which is comprised of a county road is bordered by property which is not a part of Interstate Industrial Park, and therefore the Interstate Owner's Association is unable to assess those property owners for their share of the maintenance of the road. In the event, however, that any or all of said owners contribute their proportionate share of the maintenance of such county road, in whole or in part, then the assessments of the Association members for such road shall be reduced accordingly.

3. Maximum Annual Assessment: Until such time as Seventy-five percent (75%) of the tracts of said property are sold by Interchange Investment Company, it 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 for 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.
- (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 assessment 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 the county road known as Revenue Boulevard described in Paragraph 2 above and 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 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 Interchange Investment Company 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, 1981.

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 therefor shall not preclude the Board thereafter fixing an assessment for the annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto at least thirty (30) days prior to the due date. The due dates shall be established by the Board of Directors. The Association shall, upon demand of the Owner or a person authorized by the owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified 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 8 percent per annum. The Association may at its option bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common 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 assessment 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 RESTRICTION 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 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 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 1 through 5, inclusive, are adjacent to Interstate Highway 25 and the Interstate 25 bypass, 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 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: Interchange Investment Company has entered into an agreement with the Wardwell Water and Sewer District (District) wherein 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 owner or developer to the District for each tap.

Interchange Investment Company will pay all costs for bringing the water and lines to the Subdivision and, until and including the year 1981, will pay the initial tap fee of \$1,500.00 for each tract; provided, however, that in no event will Interchange Investment Company pay for more than one tap fee for each tract as set forth in the plat of the subdivision. Each owner shall be responsible for any additional taps and tap fees for each such 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: Interchange Investment Company hereby reserves to itself, its successors and assigns, a perpetual right to use all roads and roadways in the Subdivision for ingress and egress to any land adjacent to Interstate Industrial Park.

3. Dedicated Roads and Maintenance: Interchange Investment Company, 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 Interstate Industrial Park 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 if recognizable, then injunctive or equitable relief shall be denied, but action for damages shall still be available to any party aggrieved. Said thirty (30) day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

ARTICLE X

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, 1995, 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 Interstate Industrial Park 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.



Compliments of:
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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).

(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 revocations, 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 28th day of December, 1976.

INTERCHANGE INVESTMENT COMPANY,
a Wyoming partnership, by

VERN RISSLER

W. N. MCMURRY

VICTOR L. MCMURRY

NEIL A. MCMURRY

R. N. BARNARD

W. N. BARNARD

PACIFIC POWER & LIGHT COMPANY

BY ROBERT MOENCH, VICE PRESIDENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

On this 28th day of December, 1976, before me personally appeared Vern Rissler, W. N. McMurry, Victor L. McMurry, Neil A. McMurry, R. N. Barnard and W. N. Barnard, partners of Interchange Investment Company, 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.

June C. Kennedy
NOTARY PUBLIC

My Commission expires: May 20th, 1978

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by ROBERT MOENCH,
Vice President of Pacific Power & Light Company, a Maine corporation, this 17th
day of January, 1977.

Witness my hand and official seal.

Royce N. Harbicht
NOTARY PUBLIC

My Commission expires:

Jan. 30, 1980

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