PRESERVATION OF Covenants for Lots 2A, 28, 3A, 3B, 4, 5, 6, 7, 8, 9A and 9B in Schlaeger Subdivision, in Natrona County, Wyoming.

Ranch Subdivisions and Development Co., a Wyoming corporation, is the record owner of Lots 2A, 28, 3A, 3B, 4, 5, 6, 7, 8, 9A and 9B in Schlaeger Subdivision, in Natrona County, Wyoming, as laid down and described on the official plat of said subdivision, dated June 6, 1972, and recorded June 6, 1972 in Book 241 of Deeds, at page 219 in the office of the County Clerk of Natrona County, Wyoming; and desires to establish within and on the above-described lots in said subdivision an exclusive suburban residential and agricultural district wherein the location and use of each and every dwelling or accessory building or structure, and the use of any of said lots shall each conform to certain minimum requirements, and the owner of each of the above described lots in said subdivision, in consideration of his compliance with the requirements herein contained, shall be protected against the violation thereof, by the owner of any other of the above described lots in said subdivision.

NOW, THEREFORE, in consideration of the premises the undersigned record owner of said lots does hereby impose upon the above described lots in said subdivision the following protective covenants and restrictions, to wit:

(a) No building or mobile home to be used as a dwelling shall be located on any of the above described lots, the front of which (including any porch) is nearer than 50 feet to the front line of such lot.

(b) No basement, tent, shack, garage (other than a garage attached to the dwelling), barn or other outbuilding erected on any of the above described lots, or any mobile home which is not set upon either a permanent or block foundation (and skirted from the bottom of the mobile home to ground level) shall be used as a dwelling temporarily, nor shall any structure of a temporary character be used as a residence.

(c) Accessory buildings or structures such as a garage for motor vehicles or agricultural equipment (owned by the owner or contract buyer of any of said lots), a barn, or animal shelter, a granary, tool-shed or other outbuilding are permitted to be constructed on any of the above described lots, but any such accessory building or structure shall be located to the rear of the rear line of the dwelling thereto, (except a garage attached to the dwelling, or a well and well house), but not nearer than ten (10) feet to either of side lines or the rear line of any inside or interior lots; but with respect to corner lots bounded by roads on two sides the accessory building or other structure shall be located nearer than 50 feet to the lot side line adjacent to either the side road or the rear road, except for a well and well house.

(d) No livestock shall be grazed or kept on any of said lots prior to such lot being fenced. Any perimeter fence constructed on any lot shall be on the surveyed boundary lines of the lot, shall be not less than four (4) feet in height, and constructed with iron or round wood posts set at least two (2) feet in the ground and extending at least four (4) feet above the ground, and not more than one (1) rod apart, to which posts shall be attached either woven wire not less than four (4) feet in height, or not less than four (4) feet high, and barbed wire with the top barbed wire not less than four (4) feet from the ground, or a combination of woven wire and barbed wire the total height of which shall not be less than four (4) feet with the woven wire on the bottom and the barbed wire on the top; however, it shall also be permissible to construct any such perimeter fence with wood, poles or other material if the height thereof is not less than four (4) feet. Any fence constructed nearer to the front lot line than the rear...
line of the house or dwelling shall not be more than five (5) feet in height, except that the portion thereof over the front gate for decorative purposes may exceed five (5) feet in height.

(c) Buildings affecting certain of the above described lots, are reserved, as shown on the official recorded plat of said subdivision, for drainage and irrigation purposes.

(f) No used motor vehicle storage yard shall be established, maintained, carried on, or operated on any of said lots. No non-operating motor vehicle, which does not bear a current license plate, shall be parked or stored on any of said lots for a period of more than six (6) consecutive months, unless parked inside a garage or other accessory building on such lots. No lot shall be used for the storage of any equipment or materials not incident to the use of said lot by the owner or occupant as a dwelling or for agricultural operations conducted thereon. No owner or occupant of any of the above described lots shall in any manner so use same as to create a nuisance to the neighborhood composed of the above described lots.

(g) Said lots shall be used for residential and agricultural purposes and any other lawful purpose not herein prohibited.

These covenants are to run with and bind the undersigned record owner of all of said lots, and all persons claiming by, through or under it or any of its successors, and all persons claiming by, through or under it or any of its successors, as assignees, contract purchasers, lessees, optionees, or occupants by agreement with any of them, until January 1, 1982, at which time these covenants shall be automatically extended for successive periods of ten years unless by a majority vote of the then record owners of said lots it is agreed to change these covenants in whole or in part.

If the undersigned owner of the above described lots, or its successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons in possession of any of the above described lots or any part of any of said lots, whether a record owner or contract purchaser thereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either restrain, enjoin and prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment, decree or order of any court with jurisdiction shall in no wise affect any of the other provisions hereof, and such shall remain in full force and effect.

Dated this ______ day of October, 1972.

RANCH SUBDIVISIONS AND DEVELOPMENT CO.
A Wyoming Corporation

By: [Signature]
President

ATTEN:

Secretary

THE STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this ______ day of ______, 19____.

Witness my hand and official seal.

My Commission Expires: ______

Notary Public
## TEN MILE INDUSTRIAL PARK

MATRONA COUNTY  
CASPER, WYOMING

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### APPROVALS:

1. Format Approved: March 7, 1979
2. Signatures on Water and Sewer: May 13, 1979
3. Declaration Sheet Revised: November 5, 1979
4. Full Approval by Board: December 12, 1979
5. Date Filed with Recorder's Office:

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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 related to the extent such restrictions violate Title VI of the Civil Rights Act of 1968.
I. DECLARATION:

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS:

NAME
K and K Land Development
Ronald W. Koenekamp
Robert Koenekamp
Casper Ford Tractor
Dann Munro
Rosemary Horstman
William Kramer
James Sinclair
Allen Corkill
Wheatland Corporation
Wheatland Corporation
Tom Spawn
Charles Goode
David Goode
Bill Hackney
Wheatland Corporation
Property Owners' Ass'n
Ten Mile Industrial Park
Nancy Vrooman
K and H Enterprises, Inc.
Dorothy Hammond
K and H Enterprises, Inc.
K and H Enterprises, Inc.

ADDRESS
1560 Linda Vista
Casper, Wyoming 82601
170 Aster
Casper, Wyoming 82601
R. R. 1, Box 210
Wheatland, Wyoming 82201
1434 South Melrose
Casper, Wyoming 82601
6092 Raderville Route
Casper, Wyoming 82601
P. O. Box 384
Casper, Wyoming 82602
P. O. Box 439
Casper, Wyoming 82602
P. O. Box 439
Casper, Wyoming 82602
P. O. Box 439
Casper, Wyoming 82602
P. O. Box 439
Casper, Wyoming 82602
1744 Jim Bridger
Casper, Wyoming 82601
18 Poppy
Casper, Wyoming 82601
3511 Valley Road
Casper, Wyoming 82601
P. O. Box 439
Casper, Wyoming 82602
P. O. Box
Casper, Wyoming 82602
P. O. Box 756
Casper, Wyoming 82602
P. O. Box 756
Casper, Wyoming 82602
P. O. Box 756
Casper, Wyoming 82602

SIGNATURE

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1. Declaration: continued

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<tr>
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<tr>
<td>15</td>
<td>Finn P. McCarthy</td>
<td>501 Nottingham</td>
<td></td>
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<tr>
<td></td>
<td>(89.00 ac.)</td>
<td>Casper, Wyoming 82601</td>
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<td>16</td>
<td>Joseph L. Thrash</td>
<td>P. O. Box 362</td>
<td></td>
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<td></td>
<td>(32.25 ac.)</td>
<td>Arco, Idaho 93213</td>
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<td>17</td>
<td>John A. Gorham</td>
<td>P. O. Box 816</td>
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<td>(2.00 ac.)</td>
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<td>K &amp; H Enterprises, Inc.</td>
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<td></td>
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<td>(40.00 ac.)</td>
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<td>K &amp; H Enterprises, Inc.</td>
<td>P. O. Box 756</td>
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<td>(40.00 ac.)</td>
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<tr>
<td>20</td>
<td>Twenty-Twenty Six Co.</td>
<td>P. O. Box 1198</td>
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<td>(13.50 ac.) (Kenai Drilling-John Napoli)</td>
<td>Mills, Wyoming 82644</td>
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<td>21</td>
<td>G. R. Smith</td>
<td>6099 Raderville Route</td>
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<td></td>
<td>(9.55 ac.)</td>
<td>Casper, Wyoming 82601</td>
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<tr>
<td>22</td>
<td>Don and Maryon Wilson</td>
<td>6096 Raderville Route, Box</td>
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<td>(19.15 ac.)</td>
<td>Casper, Wyoming 82601</td>
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<td>23</td>
<td>Marion and Irene Monn</td>
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<td>Monkey Ward Land Co., Inc.</td>
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<tr>
<td>25</td>
<td>Jim Frisk</td>
<td>P. O. Box 235</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(10.05 ac.)</td>
<td>Buffalo, Wyoming 82834</td>
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</tbody>
</table>

1073.40 Acres

are the owners of all that certain real property situate in Natrona County, State of Wyoming, known and described as Ten Mile Industrial Park, 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 Industrial Park the following restrictions and limitations governing the use and development of all tracts within the Industrial Park and do hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land in the Industrial Park 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 Industrial Park to wit:

201059
2. DEFINITIONS:

A. Tracts: All of the tracts designated on the recorded plat of the Industrial Park or portions thereof individually owned.

B. Ten Mile Industrial Park: The words "Ten Mile Industrial Park" or "Industrial Park" as used in these covenants shall mean all of the lands included within this Industrial Park. Any land added to Ten Mile Industrial Park by undersigned 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 thereby be deemed a part of the Industrial Park for purposes of the application of this Declaration. Owners, their successors or assigns if such successors or assigns should acquire more than one undeveloped tract for the purpose of development.

C. Association: Shall mean and refer to Ten Mile Industrial Park Property Owners Association, Inc., a Wyoming corporation for profit, its successors and assigns.

D. 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.

E. Properties: Shall mean and refer to that certain real property in the Industrial Park hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

F. 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 Landowner to the Association prior to sale, by contract or otherwise, of the first tract, is described as follows:

   a. Streets, roads, and thoroughfares as shown on the sub-division 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.

   b. All lands, properties, designated for use of water and sewage facilities.

3. OWNERS’ ASSOCIATION:

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 and water and sewer facilities), by whatever means acquired, shall automatically become members of the Association, a Wyoming corporation 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.

4. PROPERTY RIGHTS

A. Owners’ Easements of Enjoyment: Every owner shall have a right of 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:

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

   2. 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.

3. 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 members who cast votes in person or in proxy at a meeting duly called for such purpose.

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

5. VOTING RIGHTS:

1. Every owner of a tract which is subject to assessment shall be a member of the Association. Membership shall be appurtenant and may not be separated from ownership of any tract which is subject to assessment.

2. The Association shall have only one class of voting membership:

   All owners 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; however, there shall exist only one vote for each tract which vote shall be exercised as the owners of the tract determine.

6. MAINTENANCE ASSESSMENTS:

A. 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 Ten Mile Industrial Park, Exhibit A) against which 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.

B. Purpose of Assessment: The assessments levied by the Association shall be used exclusively to maintain and repair, water and sewer systems, roads, drainage ditches, and easements referred to on the plat of Ten Mile Industrial Park, as shown on Exhibits A and B.

C. Maximum Annual Assessment: The maximum annual assessment will be $10.00 ($10.00) 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.

From and after such time, the maximum annual assessment may be increased above 6% by a vote of two-thirds (2/3) of the members who cast votes in person or by proxy at a meeting duly called for this purpose.

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The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

D. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment for capital improvements shall have the assent of two-thirds (2/3) of the membership who cast votes in person or by proxy at a meeting duly called for this purpose.

E. 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 A, B, C, or D above shall be sent to all members not less than 10 days nor more than 30 days in advance of the meeting. The first such meeting called shall be held within 30 days from the date of the notice. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, 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.

F. 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.

G. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence January 1, 1980. 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 of record at least thirty (30) days prior to the due date. The subject of the assessment 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 certifying forth whether the assessments on a specified tract have been paid.

H. 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 18 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 nonuse of the common area or abandonment of his tract.

I. 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.
7. GENERAL RESTRICTIONS:

A. Zoning Regulations: No land within the Industrial Park shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Natrona County, Wyoming.

B. Maintenance of Land: The following conditions, limitations and restrictions shall govern the maintenance and use of the land in this Industrial Park:

1. Fence Rows:
   Fence rows shall be kept clean and free of weeds, trash, and debris by each owner of each tract.

2. Noxious Weeds:
   Noxious weeds shall not be permitted to exist or flourish unchecked. Diligent action toward their eradication must be taken on discovery of their presence.

3. Drainage Ditches:
   Drainage ditches shall be kept clear, open and in good condition at all times. 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.

4. Weed Control:
   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.

5. Garbage and Trash:
   Garbage or trash from household or commercial use of the tract shall not be permitted to 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.

6. Nuisance:
   No conditions which constitute or create a nuisance or an unreasonable annoyance to other property owners in the Industrial Park shall be created or permitted to exist.

7. Junk Yards:
   No junk yards or any uses inconsistent with the General Industrial Use as defined and set forth in Resolution Number 36-172 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.

8. Culverts:
   Owner shall, at his own expense, install a culvert with a minimum size of 18 inches in diameter in each entrance to his property.

9. Signs:
   All signs, billboards, posters, displays, advertisements, or any structures relating thereto are prohibited unless they shall have received the approval of the Architectural Committee prior to installation and use; which restriction shall also include signs for identification of streets, places of business, and directional or location markers or signs.

10. Mining:
    No mining, quarrying, excavation, oil drilling or development of any kind shall be allowed in or on the premises.
except for such excavation as may be necessary in connection with the construction or placing of improvements thereon in accordance with the terms and restrictions of these covenants.

11. Temporary Structures:
No trailer, mobile home, basement, tent, shack, garage, or camper shall be used at any time, on the premises, as a residence or a place for habitation or sleeping, temporarily, except where the same may reasonably be necessary during construction and never without:
(a) the prior approval of the Architectural Committee, which is revocable at any time in its discretion, and
(b) never for more than 7 months at a time. No structure of a temporary nature shall be permitted to be kept or stored on the premises.

12. Construction:
All construction on or in the premises shall be diligently prosecuted to completion and shall in any event be completed within 12 months of commencement unless specific written extension is granted by the Architectural Committee. No construction material shall at any time be placed or stored so as to impede, obstruct or interfere with pedestrian or vehicular traffic and no construction materials shall be placed or stored on tracts for a period not to exceed 30 days following substantial completion of construction as shall be determined by the Architectural Committee.

8. WATER AND SEWER:
The Owners Association has created a water and sewer district to provide water and sewer services to each tract of land contained in the Industrial Park. The locations and sizes of piping, overhead tanks, lagoons, treatment facilities, pump stations, etc., are shown on Exhibit "B" attached and duly recorded in the office of the County Clerk of Natrona County, State of Wyoming, in Book of Maps at

The cost of this water and sewer district is $2,450,000.00 and is assessed to each property owner on a prorated cost of $2,282.50 per acre. Each property owner has an optional payment of debt retirement:

1. Direct Cost Method:
A "one-time" payment of $2,282.50 per acre.

2. Financed:
An annual payment of $220.55 per acre for a duration of 25 years.

All land occupied by water and sewer facilities are part of Article 2-F, "Common Area," owned by the Association.

All improvements or structures designed for occupancy or use by humans shall be connected to the water and sewer facilities constructed or installed in the Industrial Park. No private septic tank, leach field, well, or other private facility will be allowed.

WATER METERING:
All facilities using water will be required to install a water meter for purposes of measuring the volume of water used. The meter readings will be done on a quarterly basis by the Property Owners' Association and the cost will be $0.005 per gallon.

Each owner will purchase the water meter from the Property Owners' Association.
9. ROADWAYS:

The Owners' Association has created a roadway system within the Industrial Park to provide access to tracts otherwise landlocked. The location and size of ditches, pond areas, right-of-ways, etc., are as shown on Exhibit "B" attached and duly recorded in the office of the County Clerk of Natrona County, State of Wyoming, in Book of Maps at

The cost of this roadway system is $2,050,000.00 and is assessed to each property owner on a prorated cost of $979.00 per acre. Each property owner has an optional payment of debt retirement:

1. Direct Cost Method:
   A "one-time" payment of $979.00 per acre.

2. Financed:
   An annual payment of $94.52 per acre for a duration of 25 years.

All land occupied by the Roadway System is part of Article 2-F, "Common Area," owned by the Association.

10. ARCHITECTURAL COMMITTEE:

A. There is hereby created an Architectural Committee which is herein referred to as the "Committee," which shall consist of five persons. Each member is to have one vote. The first two committee members shall serve for one year, the second two members shall serve for two years. The fifth member shall serve for three years to provide continuity. Owners of less than two acres will not be eligible to serve on the committee.

B. If no successor is appointed or before the expiration of an individual member's term, he shall be deemed to have been reappointed for another term. On the death or resignation of an individual member, a replacement shall fill out the unexpired term if selected by the remaining members of the Committee.

C. The Committee may make such reasonable rules and bylaws and adopt such procedures as it deems necessary to carry out its functions, which rules, bylaws and procedures may not be inconsistent with the provisions of these Covenants.

D. No building, construction, landscaping, parking, fence, wall or other improvement shall be placed, constructed, erected, repaired, restored, reconstructed, altered, remodeled, added to or maintained on any lot or tract until building and site plans and specifications, and such other information as the Committee may reasonably require, including, without being limited to, colors, building materials and models, have been submitted to and approved by a majority of the Committee in writing.

E. The Committee shall require that all construction complies with the provisions of the following standard codes or their amendments:

- "Uniform Building Code"
- "National Plumbing Code"
- "National Electrical Code"
- "National Fire Protective Association"

F. Unless otherwise specified in these Covenants, the Committee shall designate setback requirements for any structures as in its discretion best suit the requirements of the site.
G. The Committee shall have the authority to reject materials, designs or colors submitted with plans or the plans themselves if they are not compatible, or are inappropriate, with the rest of the subdivision or the master plan.

H. The Committee shall have the authority to grant variances in setback requirements, minimum height, minimum square footage, where in its discretion, it believes the same to be necessary or desirable and where the same will not be injurious to the rest of the Industrial Park.

I. All improvements, construction, reconstruction, alterations, remodeling or any activity requiring the approval of the Committee must be completed in substantial compliance with the plans and specifications initially approved by the Committee.

J. The Committee shall have the power, authority, standing and right to enforce these Covenants in any court of law or equity when it reasonably believes the same have been violated.

K. The Committee will require reasonable fees to be paid with the filing of plans and specifications, issuance of building permits, and for "hookup" to water and sewer systems as outlined in Article II, Fees.

L. The Committee shall be governed by the following guidelines in its consideration of plans and specifications submitted for its approval:

1. It must recognize that this Industrial Park, and all improvements in the Industrial Park must harmoniously combine, and not be inconsistent, with the development of the entire project so as to maintain a uniformity of value and quality.

2. In considering any plans or specifications, the Committee shall examine the suitability of the same to the site, including the materials of which it is to be constructed as well as the relationship of the same to the neighborhood and the adjacent properties.

3. No plans or specifications shall be approved which will be so similar or dissimilar to other improvements or structures that monetary or aesthetic values will be impaired.

4. All plans and specifications shall be in full compliance with all the terms and provisions of these Covenants and Natrona County Regulations, except for any waivers which may have been granted by the Committee for such plans and specifications.

M. The Committee or the individual members thereof may not be held liable by any person for any damages which may result from Committee action taken pursuant to these Covenants, including but not by way of limitation, damages which may result from correction, amendment, change or rejection of plans, the issuance of building permits or any delays associated with such action on the part of the Committee.

17. FEES:

The Architectural Committee shall have the authority to collect the following fees:

A. Building Permit Fees:

<table>
<thead>
<tr>
<th>Construction Cost</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$50.00</td>
</tr>
<tr>
<td>$50,000.00 -</td>
<td>$75.00</td>
</tr>
<tr>
<td>$100,000.00 -</td>
<td>$100.00</td>
</tr>
</tbody>
</table>
### Construction Cost

<table>
<thead>
<tr>
<th>Range</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $200,000</td>
<td>$150.00</td>
</tr>
<tr>
<td>$200,000 - $300,000</td>
<td>200.00</td>
</tr>
<tr>
<td>$300,000 - $500,000</td>
<td>300.00</td>
</tr>
<tr>
<td>$500,000 - $750,000</td>
<td>400.00</td>
</tr>
<tr>
<td>$750,000 - $1,000,000</td>
<td>500.00</td>
</tr>
<tr>
<td>$1,000,000 - $2,000,000</td>
<td>600.00</td>
</tr>
<tr>
<td>Over $2,000,000.00</td>
<td></td>
</tr>
</tbody>
</table>

### B. Water and Sewer Fees:

1. **Initial hookups:**
   - Each tract as shown on Exhibit A, dated ________, will have at its property line a sanitary sewer manhole and a domestic water valve of which cost is already included under Article 8, "Water and Sewer." Each tract will be allowed the initial hookup to water and sewer at no fee. ____________________________ No Charge

2. **Additional hookups:**
   - After the initial hookup, any additional water-sewer hookups to primary sewer and water (sewer and water lines owned by Owners' Association) will cost $1,000.00

3. **Hookups to utility extensions:**
   - Each owner will extend water and sewer lines onto his property from manhole and valve noted in Item 1. Any hookups to these extensions will increase demand on primary water and sewer and therefore will cost $500.00 per hookup ____________________________

4. **Future hookups to existing primary lines:**
   - It is anticipated that several of the original tracts as shown on Exhibit A, dated ________, will not agree to the cost as listed under Article 8, "Water and Sewer." Other property owners will therefore be required to absorb this initial cost. At a future date when the tracts decide to hookup to water and sewer the cost will be $4,000.00 per acre (This fee will be refunded to the owners absorbing the initial cost)

5. **Any and all hookup not described above will be determined by the Architectural Committee.**

Building permits will not be issued until fees are collected.

### 12: EASEMENTS:

**A. Utility Easements:** Landowners hereby reserve to themselves, their successors, and assigns, perpetual easements within the Indus-

trial Park boundary, within all road easements, and any other eas-

ements indicated on the plat, for the purpose of constructing, main-

taining, operating, replacing, enlarging and repairing power, tele-

phone, water, irrigation, storm drainage, sewer, gas, and similar

lines, pipes, wires, ditches and conduits for the benefit of the In-
dustrial Park and for the extension of such facilities into and de-

velopment of lands adjacent to the Industrial Park.
B. Easements for Private Roads or Lanes: Owners hereby reserve to themselves, their successors and assigns, a perpetual right to use all roads and roadways in the Industrial Park for ingress and egress to any land adjacent to the Industrial Park.

13. ENVIRONMENT:

No facility will be allowed in the Industrial Park that pollutes the air, water, or surrounding property. New facilities must receive approval of Architectural Committee previous to construction of fa-
cility proceeding.

Pollution of water system or unnecessary discharge of "bacteria-
destroying" effluent into sewer or water system will not be allowed.

14. ENFORCEMENT:

A. Enforcement Actions: The Board of Directors shall have the right to prosecute any action enforcing the provisions of all cove-
nants by injunctive relief, on behalf of itself and all or part of the Ten Mile 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.

B. Limitations on Action: In the event any construction alter-
ation or site landscape work is commenced upon any portion of the Ind-
ustrial Park in violation of these Covenants and no action is commenced to restrain such violation within thirty (30) days after the violation is recognizable, then injunctive or 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 equi-
table relief against other violations of these Covenants.

15. GENERAL PROVISIONS:

A. Severability: Should any part or parts of these Covenants be declared invalid or unenforceable by any court of competent jurisdic-
tion, such decision shall not affect the validity of the remaining Covenants.

B. Effect and Duration of Covenants: The conditions, restric-
tions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the Industrial Park, and each owner of property therein, his successors, representa-
tives 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.

C. Amendment: The conditions, restrictions, stipulations,
agreements and covenants contained herein shall not be waived, aban-
doned, terminated, or amended except by written consent of the owners of two-thirds of the privately owned land included within the bound-
daries of Ten Mile Industrial Park, as the same may then be shown by

D. 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 Industrial Park to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person vio-
lating or threatening to violate them, and to recover damages actual and punitive for such violations.

E. Annexation:

Additional lands may be annexed to said Owner's Associa-
tion, provided said area pays its proportionate share of maintenance costs, assessments, water-sewer extensions, and roads are constructed in a similar or agreed manner at no expense to the Association.
2. 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 or consolidated Association may administer the covenants and restrictions established by this Declaration within the properties together with the covenants and restrictions established on any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the properties except as may be herein provided.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seals this thirtieth day of January, 1980.

TEN MILE INDUSTRIAL PARK
PROPERTY OWNERS' ASSOCIATION, INC.

[Signature]
President

ACKNOWLEDGMENT

STATE OF WYOMING )
 ) SS
COUNTY OF NATRONA )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st day of January, 1980,

personally appeared Darrel Hoberg, President of Ten Mile Industrial Park Property Owners' Association, Inc.,

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he is the President of said Property Owners' Association, Inc., and that he duly executed the same as his free and voluntary act and deed in behalf of said Property Owners' Association, Inc and for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[Signature]
Notary Public

[Notary Seal]

[Notary Seal]
PROPERTY INCLUDED WITHIN
TEN MILE INDUSTRIAL PARK

All that part of the ShSw\(\frac{1}{4}\) of Section 13 and
all that part of Section 24 lying south of the
right-of-way of U. S. Highway 26-28, plus the
SE\(\frac{1}{4}\)NE\(\frac{1}{4}\) of Section 23, plus the N\(\frac{1}{4}\) of Section 25,
plus Lots 2A, 2B, 8, 9A and 9B, Schrager Subdivision,
being part of the N\(\frac{1}{4}\)NE\(\frac{1}{4}\), Section 26, Township 34
North, Range 81 West, Natrona County, Wyoming.