DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
WESTGATE PARK II

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, BARNARD & LOWHAM INVESTMENT COMPANY, a Wyoming corporation ("Landowners") are the owners of all that certain real property situate in Natrona County, State of Wyoming, known and described as Westgate Park II, 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 283 of Deeds at Page 22, 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. **Westgate Park II:** The words Westgate Park II as used in these covenants shall mean all of the lands included within this Subdivision.

3. **Association:** Shall mean and refer to Westgate Park II 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, drainage easements 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.

**ARTICLE II**

**WESTGATE PARK II ASSOCIATION**

Membership in Westgate Park II: 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 automati-
cally become members of the Association, a Wyoming corpo-
ration 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 which any assess-
ment 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 Asso-
ciation.

(c) The right of the Association to dedicate or trans-
fer 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, how-
ever, 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
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 Landowners 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 Landowners and Landowners 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 lst day of January, 1982.

ARTICLE V

COVENANT FOR MAINTENANCE 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 herein-
after provided. The annual and special assessment, 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
de spite 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, drain
 easements and easements in general 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 Barnard & Lowham 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 10% 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 10% 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 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, 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 15 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
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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 origi-
nally 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 assess-
ment for all tracts owned by Barnard & Lowham Investment
Company upon which no improvements have been constructed
shall be fixed at no more than one-third (1/3) of the assess-
ment 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 not sooner than January 1, 1978. The first annual
assessment shall be adjusted according to the number of
months remaining in the calendar year. The Board of Direct-
ors 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 assess-
ment period. Written notice of the annual assessment shall
be sent to every owner subject thereto at least fifteen (15)
days prior to the due date. The due dates shall be estab-
lished 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 10 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 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.
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 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 used 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 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 Light Industrial Use as defined and set forth in Resolutions 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) Owner shall, at his own expense, install at least one 7,000 lumen night light on each tract at or upon construction of improvements on the land.

(i) Owner shall, at his own expense, install a culvert with a minimum size of 18 inches in diameter in the borrow pit of each road 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 applicable governmental laws and regulations.

3. Domestic Water Systems: Except upon the written permission of the company furnished domestic water service to the Subdivision IT SHALL NOT BE PERMISSIBLE TO UTILIZE THE DOMESTIC WATER FURNISHED TO EACH LOT FOR IRRIGATING LAWNS OR GARDENS. The use of such water shall be limited to domestic and commercial watering purposes only and it is specifically represented that large uses of water are limited by capacity and regulations of the company providing the water. The subdivision will be served by Vista West Water Company and landowners shall be governed by the rules and regulations of such company as they relate to utilization of the water supply, including but not limited to the payment of a dry meter fee prior to construction of improvements on any lot, which fee becomes payable by the purchaser of any lot effective the first month after purchase.

Industrial Watering - Each tract owner shall pay the prevailing service tap rate to the company providing water service at the rate existing at the time the tap is installed. At the time of execution of these covenants the proposed tap installation rate is $500 per 3/4" tap.

4. Combination of Lots. Lots may be combined into a larger unit by the same owner, provided that until such time as improvements are constructed on the unit the owner shall be obligated to pay separate dry meter fees for each lot.
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: Barnard & Lowham Investment Company 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 the Subdivision.

3. Dedicated Roads and Maintenance: Barnard & Lowham 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 Westgate Park II 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 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 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 upon a vote of 2/3 of each class of membership, 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 affect 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 2nd day of December, 1977.

BARNARD & LOWHAM INVESTMENT COMPANY

By

Paul Lowham, President

STATE OF WYOMING } SS.
COUNTY OF NATRONA }}

The foregoing instrument was subscribed, sworn to and acknowledged before me by Paul Lowham, President, on behalf of BARNARD & LOWHAM INVESTMENT COMPANY, this 2nd day of December, 1977.

Witness my hand and official seal.

Paula J. Walker
Notary Public

My Commission Expires:

October 8, 1979