ZERO ROAD INDUSTRIAL PARK
A Subdivision of Natrona County, Wyoming

COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the sole owners of all
lands in Zero Road Industrial Park, a subdivision of Natrona County, Wyoming, located in the SWNE ¼ of Section 3, T. 3 N.,
R. 80 W. of the 6th P.M., and more particularly describe as
follows:

A parcel being all of the SWNE ¼, Section 3, Township,
33 North, Range 80 West of the Sixth Principal Meridian,
Natrona County, Wyoming, excepting the easterly 60.00
feet thereof; said parcel is more particularly described
by metes and bounds as follows:

Beginning at the northeast corner of said parcel and also
a point located in the centerline of 66 feet wide Zero
Road, a county road, and the north line of said Section 3,
from which point and corner the northeast corner of
Section 3 bears N.89°36'1'E., 60.00 feet;

Thence from said northeast corner and Point of Beginning
and along the easterly line of said parcel and the
projected centerline of Kendrick Project Lateral
No. 256 and parallel to the easterly line of said
Section 3 as measured 60 feet westerly and perpendicularly
therefrom, S. 1°33'2"E., 2591.44 feet to a point and
southeast corner of said parcel and from which point the
southeast corner of said SWNE ¼, Section 3, bears
N.89°36'1'E., 60.00 feet; thence from the southeast corner
of said parcel and along the south line of said SWNE ¼,
Section 3, S.89°23'W., 1272.54 feet to the southwest
corner thereof; thence along the westerly line of said
parcel and SWNE ¼, Section 3, N.1°01'W., 2595.92
feet to the northwest corner thereof and a point in the centerline
of said 66 feet wide Zero Road; thence along the
centerline of said Road and the northerly line of said
SWNE ¼, Section 3, and the parcel being described,
N.89°36'1'E., 1248.78 feet to the northeast corner of
said parcel and the point of beginning and containing
75.064 acres, more or less, of which 6.946 acres are
contained in said Zero Road, a presently existing and
established county road.

do hereby make the following covenants and declarations as
to limitations and restrictions on uses to which the property

described above may be put, hereby specifying that said
declaration shall constitute covenants to run with all of
the land and shall accrue to and be binding upon all future
owners of the property. The purpose of these restrictions
is to insure the use of the property for attractive industrial,
commercial, and business purposes, to prevent nuisances, and
to secure to each lot owner the full industrial, commercial
and business benefit of his property, with no greater
restriction upon the free and unhindered use of his property
than is necessary to insure the same advantages to the other
owners.

1. BUILDING, ETC. APPROVAL: No building or structure
of any kind including, but not limited to walls, fences and
signs, shall be erected, altered, placed, assembled or
permitted to remain on any lot, unless and until plans
showing the type of use, location, size and architectural
design and color scheme of all proposed structures, driveways,
wells, loading areas and parking areas have been approved in
writing by the Architectural Control Committee.

2. ARCHITECTURAL CONTROL COMMITTEE:

a) The Architectural Control Committee shall consist
of three (3) members elected or designated by the lot owners
of Zero Road Industrial Park as hereinafter provided. The
decision of any two (2) members of said Committee shall
determine all questions as to the conduct and decisions of
said Committee. In the event of the death or resignation of
any member of the Committee, the remaining members shall
have complete authority to appoint a successor. No Committee
member shall be entitled to compensation for services rendered
pursuant to these covenants. The Committee's approval or
disapproval of plans and specifications as required by these
covenants shall be in writing. In the event that such
approval or disapproval shall not be made within sixty (60)
days after plans and specifications have been submitted to
the Committee, or in any event, if no suit to enjoin construction
has been commenced prior to the completion of improvements,
approval will not be required and full compliance with all
covenants will be assumed.

b) The members of the Architectural Control Committee
shall not be liable in damages to anyone so submitting plans
for approval or to any owner or owners of land covered by
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this instrument by reason of any mistake, negligence, or nonfeasance, arising out of or in connection with their approval or disapproval or failure to approve any such plans. If construction of any building or alteration is begun in violation of the terms of this instrument, and no suit to enjoin such construction has been commenced prior to the completion thereof, then this covenant will be deemed to have been fully complied with, insofar as said covenant requires prior approval of building plans.

c) The Architectural Control Committee shall be elected annually by the lot owners of Zero Road Industrial Park at a meeting of said lot owners held at 7:00 p.m., the second Monday of January. The existing Architectural Control Committee shall designate the place of such meeting within Natrona County, Wyoming, and send written notice thereof to each lot owner of record not less than two (10) days prior to the meeting date. If no meeting place is designated, it shall be held in the meeting room at Natrona County Library, Casper, Wyoming. Each lot owner shall be entitled to one vote per committee member, but cumulative voting shall be allowed.

d) The Architectural Control Committee shall act as trustee and manager for the lot owners in laying out, installing and maintaining roads and utility easements as provided on the recorded plat of this subdivision. The Committee is authorized to assess every lot owner in proportion to the size of their lot for the cost and expense of common roads and utility installation or maintenance and shall be authorized to collect the same by demand or suit, as provided by law.

e) The Architectural Control Committee may permit reasonable deviation from the requirements of these covenants and restrictions, if allowable by law, including light residential occupancy for custodial or watchman quarters.
f) Except as may be provided herein, or established by the Architectural Control Committee, this subdivision has:

NO PROPOSED DOMESTIC WATER SOURCE

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM

NO PUBLIC MAINTENANCE OF STREETS OR ROADS

Each lot owner shall be responsible for installation, use and maintenance of his private water sources and sewage disposal, in full compliance with applicable Wyoming laws or regulations.

3. BUILDING LOCATION: No building shall be located on any lot nearer than 80 feet from the centerline of any dedicated street or road. The setback required from the side and rear property lines shall be subject to the approval of the Architectural Control Committee, provided that no more than 50 feet of side yard setback nor more than 50 feet of rear yard setback shall be required, except that no building shall be erected which would occupy more than 60 percent of the lot area or site area upon which the building is located. For the purpose hereof the Architectural Control Committee shall determine what portions of a structure are part of a building. Generally, caves, walks, and approaches shall not be considered as part of the building, but loading docks and similar structures shall be deemed as part of the building. Nothing herein shall be construed as allowing any portion of a building or structure on any lot or site to encroach on the lot or site of another property owner.

4. PARKING: No vehicle parking shall be permitted nearer than 20 feet from the street property lines nor nearer than 10 feet from the side or rear property lines, unless with the written approval of the Architectural Control Committee. "One site parking" shall be provided for all vehicle use reasonably expected including trucks, trailers, and employee and visitor parking. All parking areas shall
be gravelled, paved or otherwise surfaced to provide dust free, all weather parking.

5. SCREENS AND FENCES: All screens, fences and visual barriers referred to herein shall be approved by the Architectural Control Committee.

6. SIGNS, ETC.: No billboards, signs or other advertising devices of any character shall be erected, posted, posted, painted, displayed or permitted upon any part of the building or site without the prior approval of the Architectural Control Committee.

7. LAWNS, LANDSCAPING: All set-back areas facing streets between the front building line and the street, with the exception of driveways, sidewalks, and permitted parking shall be used exclusively for the planting and growing of trees, shrubs, lawns, gardens and other ground covering or landscaping material approved by the Architectural Control Committee. Unused land reserved for future expansion or other purposes shall be maintained and kept free of weeds, other unsightly plant growth, rubbish and debris. All landscaping must be maintained by the site owner or occupant to the reasonable standards of the Architectural Control Committee for neatness and beauty.

8. PROHIBITED OPERATIONS: There shall not be permitted any labor camps, junk yards, drilling for oil and gas, oil refining, quarrying or mining operations, or stock yards or slaughter operations or rendering work or smelting, nor the commercial raising, breeding or maintenance of any livestock or poultry; nor any similar uses though not specifically named herein which would be obnoxious to and not in harmony with the general plan, purpose and use of the Zero Road Industrial Park Subdivision.

9. The users and owners of said land must (a) keep the property free and clear of weeds, trash, or other unattractive refuse and vegetation, (b) store trash receptacles at the
MEMORANDUM OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Joe C. O'Quinn as Seller, and Don H. Galles and Richard C. O'Quinn as Buyer, have entered into a Contract for Sale dated __/__/1977, wherein Seller is selling to Buyer, and Buyer purchasing, the following described property upon certain terms and conditions set forth in said Contract. Said property described as:

T. 33 N., R. 80 W. of the 6th P.M., Natrona County, Wyoming. Section 3: E4N4S4, containing 75.06 acres, more or less, together with all improvements, hereditaments and appurtenances thereunto appertaining or otherwise belonging, subject to easements, restrictions and rights-of-way of record.

IN WITNESS WHEREOF, the parties have set their hands this __ day of __, 1977.

Joe C. O'Quinn
Don H. Galles
Richard C. O'Quinn

STATE OF WYOMING ) 
COUNTY OF NATRONA ) ss.

The above and foregoing instrument was sworn to and subscribed before me by Joe C. O'Quinn this __ day of __, 1977.

Commission Expires: __/__/19__

STATE OF WYOMING ) 
COUNTY OF NATRONA ) ss.

The above and foregoing instrument was sworn to and subscribed before me by Don H. Galles and Richard C. O'Quinn this __ day of __, 1977.

Commission Expires: __/__/19__
rear of the buildings in covered containers, (c) adequately light the fronts, rears and storage areas of their buildings, (d) provide off-street parking to accommodate adequately the vehicles of their customers and employees, (e) store materials, or park vehicles for long terms, only at the rear of buildings or in other areas which are not unattractive and which do not intrude upon the street or areas in the front of buildings, (f) maintain the parking areas, access roads from the streets, and other driveways, and maintain such areas and their immediate surroundings in a neat and clean manner, and (g) adequately landscape all property to harmonize with buildings and parking areas, if any.

10. NUISANCE: The site owner or occupant shall not cause or make any excessive noise, odor or harmful sewage or vibration that could reasonably be objectionable to other occupants or site owners; or that reasonably conflicts with the planned purposes and restrictions of the subdivision, and no site owner shall in any case create or maintain a legal nuisance.

11. TEMPORARY STRUCTURES: No structure of a temporary character; trailer, basement, tent, shack, garage, barn, or other out-building shall be used or permitted to remain on any site at any time, either temporarily or permanently, without special written approval of the Architectural Control Committee.

12. The owner or owners of any of the above-described real property may enforce the requirements and limitations herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of said requirements and limitations, either to recover damages for such violation or to restrain such violation or attempted violation.

13. There is hereby reserved to Grantors, and the successors and owners of Zero Road Industrial Park, for the purpose of having adequate roadways and utility easements to
serve each tract described on the plat, a perpetual easement for roadways and utilities upon the areas described as "road easement" as contained on the recorded plat of this subdivision, for the purpose of erecting, constructing and maintaining roadways, and public or private utility facilities, both underground and overhead. Grantor hereby reserves the right to change, lay out anew, or discontinue any roadway or utility easement, in its sole discretion, that would be beneficial in serving any tract. All claims for damages, if any, arising out of the construction or maintenance and repair of roadways and utilities, or on account of temporary or other inconvenience caused thereby against the Grantor or the Architectural Control Committee, or any utility company or any other agent or servant of them or any of them, are hereby waived by the owners of Zero Road Industrial Park, their successors and assigns.

14. It shall be the responsibility of Zero Road Industrial Park and the owners thereof, to install and keep adequately maintained, any fences and gates required by the County of Natrona. The Architectural Control Committee shall have the authority to carry out the provisions of this requirement or any other requirement provided in these covenants, together with the power and authority to assess the costs thereof proportionately among the lot owners of this subdivision.

15. The foregoing conditions and limitations are to be construed as covenants running with the land and shall be binding on all persons claiming any part of said land for a period of twenty-five (25) years from the date these presents are recorded in the office of the Clark and Recorder of Deeds, Natrona County, State of Wyoming. These presents may be extended or amended by majority vote of all lot owners, in writing; subject to compliance with any laws, rules or regulations duly enacted by the State of Wyoming, or its legal subdivisions.
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16. Invalidation of any part of the requirements and
limitations herein set forth by judgment or court order
shall in no way affect any of the other provisions, which
shall remain in full force and effect.

DATED at Casper, Wyoming, this 25th day of April
1977.

Joe C. O’Quinn

Don H. Gallus

Richard C. O’Quinn

STATE OF WYOMING

COUNTY OF NATRONA

The foregoing instrument was acknowledged before me
this 25th day of April 1977, by Don H. Galles,
Richard C. O’Quinn, 3rd, Joe C. O’Quinn.

Witness my hand and official seal this 25th day of
April 1977.

NOTARY PUBLIC

My Commission Expires:

[Seal]