



|          |             |                         |           |
|----------|-------------|-------------------------|-----------|
| RECORDED | SEP 25 1976 | BY                      | 440 P. M. |
| IN BOOK  | 694         | PAGE                    | 677-86    |
| NO.      | 773037      | SWEETWATER COUNTY CLERK |           |

677

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
WAMSUTTER INDUSTRIAL PARK

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, JIM'S WATER SERVICE, INC., a Wyoming corporation ("Landowners") are the owners of all that certain real property situate in Sweetwater County, State of Wyoming, known and described as Wamsutter Industrial Park, a subdivision of Sweetwater County, Wyoming, as described on the plat and dedication thereof duly recorded in the office of the County Clerk of Sweetwater County, State of Wyoming, in Book \_\_\_\_\_ of Deeds at Page \_\_\_\_\_, 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. Wamsutter Industrial Park: The words Wamsutter Industrial Park as used in these covenants shall mean all of the lands included within this subdivision.

3. Association: Shall mean and refer to Wamsutter Industrial Park 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 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

### WAMSUTTER INDUSTRIAL PARK ASSOCIATION

Membership in 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), by whatever means acquired, shall automatically become members of the Association.

## 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 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 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 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) member 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 (upon conveyance of 75% of the tracts).
- (b) on the 1st day of June, 1983.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

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

Landowners, for each tract owned by it within the properties, hereby covenants, and the owner of each tract, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase thereof, whether or not expressed in such deed or contract, is and shall be deemed to 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 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 despite a transfer of title.

2. Purpose of Assessment: The assessments levied by the Association shall be used exclusively to maintain, repair, or rebuild roads, drainage ditches, drain easements

and easements in general all of which are for the welfare of owners in the Subdivision.

3. Annual Assessment: The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

- (a) 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 of the membership.
- (b) 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.

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 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 Jim's Water Service, Inc. 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.

7. Date of Commencement of Annual Assessments:  
Due Dates: The annual assessments provided for herein shall commence not sooner than January 1, 1979. 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 for each annual assessment period (which unless changed by the Board of Directors shall be the calendar year). 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 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 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 the City of Wamsutter.

ARTICLE VII

RESTRICTIONS

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

- (a) Fence rows shall be kept clean and clear of weeds, trash and debris by each owner of each tract.
- (b) Noxious weeds shall not be permitted to exist or flourish unchecked 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 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) 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.
- (h) Trailer houses or mobile homes belonging to employees, agents or representatives of the owners (or assigns) shall be permitted to be placed and utilized on each tract, provided there shall not be more than one such trailer house or mobile home per acre within each of said tracts.

2. Building and Construction Requirements and

Restrictions: All sewer systems and water systems on the said tracts shall be subject to applicable governmental and municipal laws and regulations.

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. 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 Sweetwater County, Wyoming, the City of Wamsutter 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 Wamsutter 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 sixty (60) 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 sixty (60) 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.

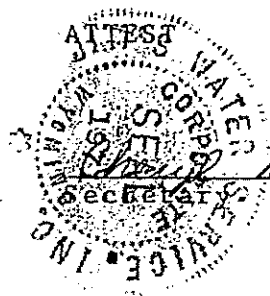
2. Effect and Duration of Covenants: The conditions, restrictions, stipulations, agreements and covenants contained

herein shall be for the benefit of and binding upon each tract in the Subdivision, and each owner of property therein, his successors, representative 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 record of eighty percent (80%) of the tracts within the Wamsutter Industrial Park.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21 day of September, 1978.

JIM'S WATER SERVICE, INC.



Jimmie D. Rodgers  
Secretary

By Jimmie D. Rodgers

STATE OF WYOMING )  
                  CAMPBELL ) SS.  
COUNTY OF ~~SWEETWATER~~ )

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jimmie D. Rodgers, President, on behalf of Jim's Water Service, Inc., this 21 day of Sept, 1978.

Witness my hand and official seal.

Norma Reed  
Notary Public

My Commission Expires:

