

EXHIBIT "F"

PROTECTIVE COVENANTS

The undersigned, Laramie Economic Development Corporation, ("LEDC") a Wyoming corporation, and the MJB Acquisition Corporation, a Wyoming corporation doing business as Wyoming Technical Institute, ("WTI") hereafter sometimes referred to as Declarants, being the GRANTOR of the land known as the Laramie River Business Park II, and described as Township 15 North , Range 73 West of the 6th P.M., Albany County, Wyoming Section 6: N1/2NE1/4 "covenanted portion", hereby makes said land subject to the following covenants, conditions and restrictions, all of which shall be to assure the beneficial and appropriate development and improvement of said property and to protect owners and tenants of building sites against such use of surrounding premises and buildings as will depreciate the value of their property.

ARTICLE I - Definition of Terms

The following terms and words as used hereinafter shall be defined as follows:

- (a) **Building site** - shall mean a plot of land the size and dimensions of which shall be established by the legal description in the original conveyance from Declarant, LEDC, to the first subsequent fee

owner thereof, which shall include WTI for purposes herein. A building site may also be established by Declarant by an instrument in writing executed, acknowledged and recorded by Declarants which designates a plot of land as a building site for purposes of these Protective Covenants. If two or more building sites, as defined hereinabove, are acquired by the same owner in fee, such commonly owned building sites may, at the option of said owner, be combined and treated as a single building site for purposes of this Declaration of Protective Covenants, provided that where two or more building sites are so combined, the location of the improvements shall always be subject to the prior written approval of the Architectural Control Committee.

- (b) Improvement - shall mean and include all construction and work necessary or appurtenant to conditioning a building site for occupancy for a permitted use and shall include but not be limited to buildings, parking areas, driveways, access roads, loading areas, signs, utilities, fences, lawns and landscaping.
- (c) Owner - shall mean the party or parties owning fee title to a building site.
- (d) Street - shall mean a right-of-way dedicated to the public for use as a public street.
- (e) One parking space - shall mean an area measuring at least 10 feet

by 20 feet.

- (f) Parking area - shall mean that area occupied by parking spaces together with adequate ingress, egress and circulation to the parking spaces.
- (g) Front lot line - shall mean any boundary line of a building site which abuts upon any street whether one or more.
- (h) Side lot line - shall mean any boundary line of a building site which is not a front lot line, but which extends to a front lot line.
- (i) Rear lot line - shall mean the line opposite and most distant from the front lot line.
- (j) Front yard - shall mean the space between the front lot line and a line parallel thereto and sufficiently removed therefrom to satisfy the front yard requirements set forth in paragraphs (a) and (d) of Article III.
- (k) Side yard - shall mean the space between a side lot line and the building.
- (l) Rear yard - shall mean the space between the rear lot line and a line parallel thereto and sufficiently removed therefrom to satisfy the rear yard requirements set forth in paragraphs (a) and (d) of Article III.

ARTICLE II - Permitted Uses and Performance Standards

- (a) No noxious trades, services or activities shall be conducted on the premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other building sites or their tenants by reason of unsightliness, or the excessive omission of odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise. This paragraph specifically excludes any use by WTI for the operation of an automotive or diesel school, including the operation of gasoline, diesel, or other engines during class times or for instructional purposes, so long as the emissions described in the previous sentence are ordinary and necessary to such use.

ARTICLE III - Required Yards

- (a) No building shall at any time be erected on any building site within twenty-five (25) feet of any street rights-of-way adjoining the building site, whether one or more, or within then fifteen (15) feet from any side of any building site, or within fifteen (15) feet from the rear boundary line of any building site.
- (b) No loading dock shall be erected on any building site fronting on any streets, unless the front of such loading platform shall be set

back at least sixty (60) feet from the property line abutting the street on which said loading dock fronts.

- (c) No fence or wall (other than a retaining wall) shall be permitted to be constructed within the front yard except upon prior written approval of the Architectural Control Committee.

- (d) Where building sites have more or less than four (4) sides, or are intersected by railroad or community ditch easements, the Architectural Control Committee shall determine the required yards and set back requirements with respect thereto in a manner which said Committee deems to be consistent with the intention of the foregoing provisions of this Article III, and the decision of the Architectural Control Committee in such cases shall be final.

ARTICLE IV - Parking

- (a) Adequate off-street parking shall be provided by each owner and tenant for customers and employees. The minimum standards shall be the total of the following:
 - (1) One parking space for each four hundred (400) square feet of gross floor space in office, commercial, retail, or service use.
 - (2) One parking space for each one thousand (1,000)

- square feet of gross floor space in storage use.
- (3) One parking space for each six hundred (600) square feet of gross floor space in industrial use.
- (b) Adequate off-street loading and maneuvering space shall be provided for every use, which shall not be a part of the off-street parking space required under subparagraph (a) above.
- (c) Truck loading and receiving areas shall not be permitted in the front yard of a building, provided that the Architectural Control Committee may approve such necessary areas in the front yard of a building when the facilities are so screened as not to be visible from the public street in front of the building.
- (d) All off-street parking, access drives and loading areas shall be paved and graded to assure adequate drainage consistent with the drainage plan for the entire subdivision.

ARTICLE V - Landscaping, Outside Storage and Maintenance

- (a) Building sites shall be landscaped in accordance with a plan submitted to and approved in writing by the Architectural Control Committee. Such landscaping shall include sodding, planting of trees, shrubs and other customary landscape treatment for a

minimum of 10% of the site, including adequate landscaping of parking areas. A portion of a lot may be identified as undeveloped land and left un-landscaped in its native condition. This land cannot be used for any purpose including but not limited to storage, parking, recreation site. This determination of native condition must be approved in writing by the Architectural Control Committee, but any plans and construction commenced by WTI as off the date of these covenants, which include undeveloped spaces, shall be deemed to have been approved by the Architectural Control Committee without further action required by WTI.

- (b) The landscape development, having once been installed, shall be maintained in a neat and adequate manner.
- (c) The entire business operation, including outside storage and handling yards shall be conducted within a building or an enclosed and screened yard, or both. All outside storage and handling areas shall be screened from view.

ARTICLE VI - Signs - Advertising Space

- (a) Directional signs of two square feet or less may be erected as needed.
- (b) Maximum height of any attached sign shall not exceed the actual height of the building.

- (c) All proposed plans and specifications for signs to be erected, substituted, changed or modified, including details of design, materials, location, size, height, color and lighting shall be subject to the prior written approval of the Architectural Control Committee.

ARTICLE VII - Construction

- (a) Water towers, water tanks, standpipes, penthouses, elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain any building, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, flagpoles, chimneys, smoke stacks, gravity flow storage, and mixing towers or similar structures may exceed a height of sixty-five (65) feet from the established building grade only with the prior written approval of the Architectural Control Committee.
- (b) Prior to construction any owner, tenant or occupant of any building site shall submit to the Architectural Control Committee all plans and specifications for buildings to be erected, substituted, changed or modified on the premises, including details of design, materials, locations, size, heights, color and lighting.

ARTICLE VIII - Architectural Control Committee

(a) An Architectural Control Committee consisting of six (6) members shall be appointed and approved annually by the Laramie Economic Development Corporation Board of Directors and shall consist of the following: 1.) The Chairman of the Industrial Properties Committee; 2.) The President of the Laramie Economic Development Corporation; 3.) The Chairman of the Board of the Laramie Economic Development Corporation; 4.) one (1) member of the Board of Directors of the Laramie Economic Development Corporation as appointed by the Chairman of the LEDC Board of Directors; 5) two (2) members from the Park Tenants (Owners) as defined in Article I (c) above, one of which shall be appointed by the Chairman of the Board of LEDC, and one of which shall be a representative of WTI or its successor. All members of the Architectural Review Committee shall be residents of Laramie, Wyoming, and is hereby created. The vote of three members shall constitute the action of the Architectural Control Committee on any matter before it.

No building improvement or landscaping shall be erected, substituted, placed or altered on any building site covered by these covenants nor shall any construction be commenced thereon until plans for such building or other improvement or landscaping have been approved by action of the Architectural Control Committee, provided that

improvements and alterations which are completely within a building may be undertaken without such approval. The Architectural Control Committee shall exercise its best judgment to see that all buildings, improvements and landscaping conform and harmonize with existing structures and landscaping then located within the Laramie River Business Park II as to external design, quality and type of construction, materials, color, siding, height, grade and finished ground elevation. The actions of the Architectural Control Committee through its approval or disapproval of plans and other information submitted pursuant hereto, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

The Architectural Control Committee shall reply to all submissions or plans made in accordance herewith in writing within thirty days of receipt thereof where prior written consent or approval of the Architectural Control Committee is required under this Declaration of Protective Covenants with respect to construction, installations or location of any building or other improvements or landscaping, such plans and specifications shall be conclusively deemed to be in compliance with this Declaration of Protective Covenants unless a notice objecting thereto shall be mailed by certified mail to the person submitting the same writing thirty (30) days of the delivery of the plans

and specifications to the Architectural Control Committee at the address hereafter provided.

All communications and submitted documents shall be addressed to the Architectural Control Committee in care of Laramie Economic Development Corporation, 1482 Commerce Drive, Suite A, Laramie, Wyoming 82070, or to any such address as the Architectural Control Committee shall hereafter designate in writing addressed and mailed by certified mail to the owners and tenants of record of land in the portion of the Laramie River Business Park covered hereby.

Neither the Architectural Control Committee, nor any member, employee or agent thereof shall be liable to any owner or tenant or to anyone submitting plans for approval, or to any other party by reason of mistake in judgment, negligence, or non-feasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans or for any other action in connections with its or their duties hereunder. Likewise, anyone so submitting plans to the Architectural Control Committee for approval, by submitting such plans, and any person when he becomes an owner or tenant, agrees that he or it will not bring any action or suit to recover any damages against the Architectural Control Committee, or any member, employee or agent of said Committee.

ARTICLE IX - Duration Amendment and Notice

- (a) This Declaration of Protective Covenants, and any amendments hereto, shall remain in effect until January 1, 2025, unless sooner terminated as hereinafter provided.
- (b) These Protective Covenants may not be amended unless said amendment is executed by an instrument in writing by all owners of property within the "covenanted portion" and acknowledged by the Laramie Economic Development Corporation.
- (c) A certificate of a title insurance company showing record ownership of the premises as owner or tenant shall be evidence of such ownership and status for voting purposes and for notices under this Declaration.

ARTICLE X - Enforcement

The conditions, covenants, restrictions, and reservations herein contained and amendments made hereunder shall run with the land, and be binding upon and inure to the benefit of the Declarant and owners of every part and parcel of the premises, and the owners of any parcel of land contained in Township 15 North , Range 73 West of the 6th

P.M., Albany County, Wyoming Section 6: N1/2NE1/. These conditions, covenants, restrictions and reservations may be enforced, as provided hereinafter, by Declarant and each owner, as well as by the Architectural Control Committee acting for itself and as Trustee on behalf of the Declarant and owners. Each owner, by acquiring an interest in the premises, shall be conclusively deemed to appoint irrevocably the Architectural Control Committee as his Trustee for such purposes. The Architectural Control Committee and the Laramie Economic Development Corporation are not required to enforce through legal action these covenants. Violation of any condition, covenant, restriction, or reservation herein contained shall give to the Declarant, the Architectural Control Committee and to the owners, or any of them, the right to bring proceedings in law or equity against the party or parties violating or attempting to violate any of said covenants, conditions, restrictions and reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any such covenants, conditions, restrictions, and reservations shall give to the Architectural Control Committee, acting as such Trustee, the right to enter upon the premises and remove at the expense of the owner thereof any structure, thing or condition that may be or exist thereon contrary to the provisions hereof. Every act, omission to act, or condition which violates the covenants,

conditions, restrictions and reservations herein contained shall constitute a nuisance and every remedy available in law or equity for the abatement of public or private nuisances shall be available to the Declarant, the owners and the Architectural Control Committee. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered shall pay the attorneys' fees of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceeding.

Such remedies shall be cumulative and not exclusive.

ARTICLE XI - Separability

Invalidation of any of these covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ATTEST MJB Acquisition Corporation, doing business as Wyoming
Technical Institute,

Shirley Meyer Jim J. Mathis
Shirley Meyer Jim Mathis
Secretary President

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The forgoing instrument was acknowledged before me this 1ST day
of February, 2000, by Jim Mathis as President and Shirley Meyer as
Attesting Secretary of MJB Acquisition Corporation, a Wyoming corporation doing
business as Wyoming Technical Institute.

My notarial commission expires 4-30-2001

Witness my hand and official seal.



Notary Public
Janet Anne Knight