

STATE OF WYOMING)
) ss
COUNTY OF ALBANY)

DECLARATION OF PROTECTIVE COVENANTS

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned persons, being the owners of all the real property set forth on Exhibit "A", which is attached hereto and incorporated herein by reference (which property shall hereafter be referred to as "the land"), do hereby covenant and agree that all of the lands are held subject to and with all of the benefits of the restrictions and covenants set forth in this document.

1. No trailer, basement, tent, garage, barn or other outbuilding, structure or building erected in the tract shall, at any time, be used as a residence, temporarily or permanently, nor shall any residence of a temporary or permanent character be permitted.

2. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the land has been recorded, agreeing to change said covenants in whole or in part, and the written approval of the Laramie City Council is obtained and recorded.

3. The owners, or any of them, and the City of Laramie, shall have the right to enforce these covenants; provided, however, the City shall have no legal duty to do so. Failure by any owner or the City to enforce these covenants shall in no event be deemed a waiver of the right to do so thereafter.

4. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

5. In the event matters herein contained shall be also covered by City Ordinance, the more restrictive use of the premises shall control.

IN WITNESS WHEREOF, we have hereunto signed our names this 30th day of August, 1985.

KOMART COMPANY, a partnership

Lois Van Buren
Thomas J. Smith
Robert Hays
Robert Hays
Donald E. Lamb

Lyle A. King, Sr.
Ed Hays
Ann E. Hays
Sheldon K. T. May

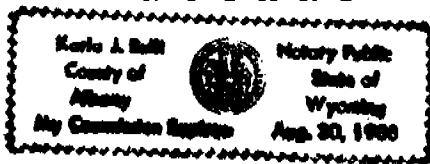
ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF ALBANY)

SUBSCRIBED AND SWORN to before me by Roger Van Buskirk
who is known to me personally this 30th day of August,
1985.

Karla J. Rulli
NOTARY PUBLIC

My Commission Expires:



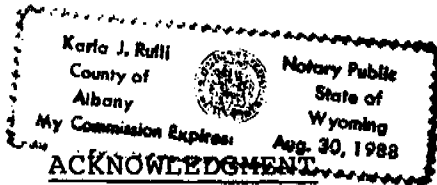
ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF ALBANY)

SUBSCRIBED AND SWORN to before me by Thomas J. Smith
who is known to me personally this 30th day of August,
1985.

Karla J. Rulli
NOTARY PUBLIC

My Commission Expires:



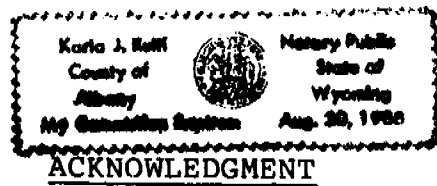
ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF ALBANY)

SUBSCRIBED AND SWORN to before me by John E. Stanfield
who is known to me personally this 30th day of August,
1985.

Karla J. Rulli
NOTARY PUBLIC

My Commission Expires:



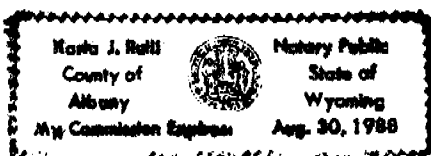
ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF ALBANY)

SUBSCRIBED AND SWORN to before me by Maryn Stahl
who is known to me personally this 30th day of August,
1985.

Karla J. Rulli
NOTARY PUBLIC

My Commission Expires:



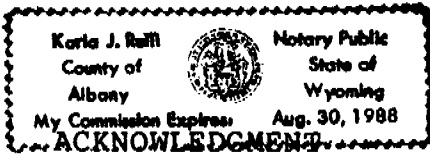
ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF ALBANY)

SUBSCRIBED AND SWORN to before me by Donald R Lamb
who is known to me personally this 30th day of August,
1985.

Karla J Rulli
NOTARY PUBLIC

My Commission Expires:

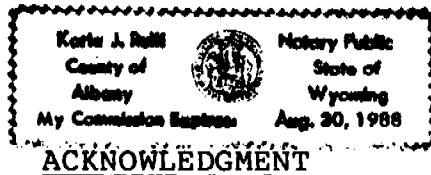


STATE OF WYOMING)
) SS
COUNTY OF ALBANY)

SUBSCRIBED AND SWORN to before me by Lyle R. King
who is known to me personally this 30th day of August,
1985.

Karla J. Rulli
NOTARY PUBLIC

My Commission Expires:



STATE OF WYOMING)
) SS
COUNTY OF ALBANY)

SUBSCRIBED AND SWORN to before me by E. J. Haines
who is known to me personally this 30th day of August,
1985.

Karla J Rulli
NOTARY PUBLIC

My Commission Expires:

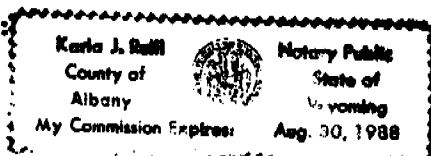


STATE OF WYOMING)
) SS
COUNTY OF ALBANY)

SUBSCRIBED AND SWORN to before me by William E. Bennett
who is known to me personally this 30th day of August,
1985.

Karla J Rulli
NOTARY PUBLIC

My Commission Expires:



ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF ALBANY)

SUBSCRIBED AND SWORN to before me by Sheldon K. Inuax
who is known to me personally this 30th day of August,
1985.

Karla J. Rulli
NOTARY PUBLIC

My Commission Expires:

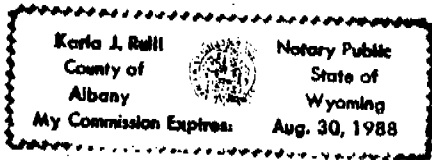


EXHIBIT "A"

A tract of land in the NW $\frac{1}{4}$ of Section 5, Township 15 North, Range 73 West of the 6th P.M.,

Beginning at a point which is the southwest corner of Lot 1, Block 2, KOMART PARK FIRST ADDITION, said point bearing S03°21'55"E 1021.54' from the corner common to Sections 31 and 32, Township 16 North, Range 73 West of the 6th P.M., and Sections 5 and 6, Township 15 North, Range 73 West of the 6th P.M., and proceeding thence N89°48'00"E 474.66'; thence N58°04'38"E 112.03' (the two preceding courses being along the southerly boundary of KOMART PARK FIRST ADDITION); thence along a circular curve to the left of radius 2059.86' through an arc of 1158.11', the chord of which bears S48°01'46"E 1142.92'; thence S68°23'33"E 436.02'; thence S70°40'30"E 200.06' (the three preceding courses being along the westerly boundary of Interstate Highway 80), thence S05°02'28"W 693.65'; thence S89°39'34"W 1936.79' along the South line of the NW $\frac{1}{4}$ of said Section 5 to a point on the easterly right-of-way line of Albany County Highway 35; thence N00°33'35"W 1632.75' along the easterly right-of-way line of Albany County Highway 35 to the point of beginning, said tract containing 55.6285 acres, more or less.

Reference bearing for this description is taken as N89°48'E for the W $\frac{1}{2}$ of the North line of Section 5, Township 15 North, Range 73 West of the 6th P.M. between corner monuments found in place. The Albany County Highway 35 bearing show equates to N00°12'W as used in the right-of-way description in Book 199, Page 6, Albany County Photo Records.

TR 15
NW 1/4

Declaration of Protective Covenants

The undersigned, Laramie Economic Development Corporation, a Wyoming corporation, hereafter sometimes referred to as Declarant, being the owner of the Laramie River Business Park, which land is hereafter referred to as the "covenanted portion" of the Laramie River Business Park, hereby make 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 premises 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.

All terms and provisions of ARTICLES I through XI, hereafter set forth, shall apply to the Laramie River Business Park.

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 to the first subsequent fee owner thereof. A building site may also be established by Declarant by an instrument in writing executed, acknowledged and recorded by Declarant 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 or offensive 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 fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

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 same, whether one or more, or within ten (10) 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 sides, or are intersected by railroad or community ditch easements, the Architectural Control Committee shall

determine the required yards 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 400 square feet of gross floor space in office, commercial, retail, or service use.
 - (2) One parking space for each 1,000 square feet of gross floor space in storage use.
 - (3) One parking space for each 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 entire site, including adequate screening of parking areas.
- (b) The landscape development, having once been installed, shall be maintained in a neat and adequate manner.

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) All buildings erected on any building site shall be of masonry construction or its equivalent or better. Walls facing on streets of such buildings must be finished with 30% face brick, decorative masonry or stone, with the balance of modern metal paneling, glass or their equivalent.
- (b) 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.
- (c) 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

An Architectural Control Committee of three members consisting of Owen McGinn, Dick Van Pelt, and Bob Boyesen all of Laramie, Wyoming, is hereby created. The vote of two 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 as to external design, quality and type of construction, materials, color, siting, 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 submittal of 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 within thirty (30) days of the delivery of the plans and specifications to the Architectural Control Committee at the address hereafter provided.

All communications and submittals shall be addressed to the Architectural Control Committee for the Laramie River Business Park in care of Laramie Economic Development Corporation, 800 South Third Street, 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 be amended from time to time hereafter, or terminated, by an instrument in writing executed and acknowledged by the owners of more than two-thirds of the acreage of the covenanted portion of the Laramie River Business Park.
- (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. 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. 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.

IN WITNESS THEREOF, Laramie Economic Development Corporation, a Wyoming corporation, has executed this instrument this 28 day of September 1995.

ATTEST

LARAMIE ECONOMIC DEVELOPMENT CORPORATION

Jim I. Cavalli
Secretary

Robert D. Boyesen
President

STATE OF WYOMING

COUNTY OF ALBANY

The forgoing instrument was acknowledged before me this 28th day of September 1995 by Robert D. Boyesen as President and Jim I. Cavalli as Secretary of Laramie Economic Development Corporation, a corporation.

My notarial commission expires March 4, 1997

Witness my hand and official seal.

Robert D. Boyesen
Notary Public

