

663809

DECLARATION OF PROTECTIVE COVENANTS FOR
ESQUIRE ESTATES COMMERCIALY ZONED AREA

This Declaration, made this 30th day of October 1992, by 4-Way, Inc., a Wyoming corporation, with its principal office located in Gillette, Campbell County, Wyoming, hereinafter called "Declarant" or "Developer", the owner and developer of Esquire Estates, a Commercially Zoned Area, in the City of Gillette, County of Campbell, State of Wyoming, the plat thereof being recorded in Book 5 of Plats, Page 183, in the office of the Clerk and Recorder, Campbell County, Wyoming;

Whereas, 4-Way, Inc., is the owner and intends to develop and offer for lease or sale lots in the Esquire Estates Commercially Zoned Area as shown on the plat and desires that all parcels within the development be subject to the covenants, easements, restrictions, conditions and charges as hereinafter set forth;

Legal Description: Lots 1, 2, 3, 4, 5, 6, Block 5, of the Esquire Estates Subdivision, of the City of Gillette, Campbell County, Wyoming. Also to include Lot 7 (fronting on Lakeway Road) of the proposed Phase III Development of Esquire Estates Subdivision, of the City of Gillette, Campbell County, Wyoming.

Now, therefore, it is hereby declared;

4-Way, Inc., does hereby impose and charge all parcels within Esquire Estates Commercially Zoned Area with the exception, covenants, agreements, easements, restriction, condition, and charges as set forth herein, hereby specifying that said Declarations shall constitute covenants to run with the land, and shall be binding on all parties and all successors and assigns claiming under them, and for the benefit of and limitations upon all future owners in said development.



I.

Easements Reserved and/or Dedicated in the Plat

All easements and rights-of-way for utilities, storm sewers, and drainage purposes and functions are dedicated and reserved to the public as set forth in the plat.

Easements may be used for the construction, installation, maintenance and location of underground electric or communication cables, storm drainage or sanitation sewers, pipelines for supplying gas, water, or heat, including mains and service pipes.

Purchasers, Owners or Lessees of lots within the Commercially Zoned Area shall at their own cost and expense keep and preserve that portion of the easement and right-of-way within their own property lines at all times in good condition and repair and no buildings or other improvements may be constructed over or upon the easements, excepting that hard surfaced parking and/or landscaping improvements may be constructed over or upon the easements. Access to all utility systems shall be allowed over lot areas and the route to said utilities shall be maintained in good repair, as stipulated by the utility providers, by each respective lot Purchaser, Owner or Lessee.

II

Grant of Covenants, Easements and Restrictions

1. Land and Building Use. The property, buildings and improvements in Esquire Estates Commercially Zoned Area shall be used only for those purposes permitted by the ordinances of the City of Gillette, the environmental laws of the State of Wyoming and those uses specifically authorized and approved by Developer as herein provided.

A. Zoning and Building Regulations. The use and building regulations as now or hereafter imposed by the provisions of the Zoning and Building Ordinances of the City of Gillette, Wyoming, shall apply throughout the development except as such may be modified by a duly constituted authority.

B. Unless and until amended or unless a variance is granted, any other use or any manufacturing or fabricating which use is noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor or smoke shall not be permitted in Esquire Estates Commercially Zoned Area.

C. Developer reserves the right to limit the uses of all property within Esquire Estates Commercially Zoned Area to those uses which are consistent and compatible with adjoining uses and the overall development of the part. No property shall be sold or leased, nor shall construction commence until the Developer has issued a written approval of the use. In the event Developer fails to respond within thirty (30) days after receipt of written notice of intended use, the party requesting approval shall be relieved from further notice requirements and may use the property as stated in the written notice.

2. Type of Construction. The exterior walls of all buildings shall be constructed using methods and materials approved by the City of Gillette. All sides of buildings facing any street shall be of masonry construction, or similar composition or facing. The kind, type, and use of materials shall be subject to all building codes and ordinances of the City of Gillette (Uniform Building Code) and shall meet all fire codes for the City of Gillette, Campbell County, and the State of Wyoming.

3. Approval of Plans. No construction or alteration of any buildings, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to any site or lot, shall be commenced until the property owner or lessee has received written approval of all plans or specifications from the Developer or his designated agent, and all city and state permits and approvals. Site plans and specifications shall be submitted to the Developer and his consulting architect for approval and the property owners or lessee shall obtain a written receipt therefor. In the event the Developer fails to approve or disapprove such building plans, specifications, and site plans within thirty (30) days after they have been submitted, such approval shall not be required and this covenant will be deemed to have been complied with.

4. Minimum Yard Requirements. The following minimum yards, measured in feet, shall be required within the Esquire Estates Commercially Zoned Area.

A. Building improvements made on lots or parcels shall have a minimum yard requirement of seventy (70) feet from the front lot line. Lot #1, Block 5 shall be permitted to construct closer to Lakeway Road based on the shorter lot depth but must have plot plan approved by Developer prior to construction.

B. Minimum side and rear yard requirements which do not abut a street shall conform to the building/zoning codes and ordinances of the City of Gillette. The City of Gillette may require that some side yards be constructed and maintained to allow access to utility services. The Purchaser, Owner or Lessee shall be responsible to comply with said requirements.

C. The minimum distance between any two buildings on the same lot or tract shall conform to the building/zoning codes and ordinances of the City of Gillette.

5. Parking Facilities. Owners or occupants of tracts or lots within this development shall conform to the building/zoning codes and ordinances of the City of Gillette.

A. In no case shall any storage, servicing, or dismantling of automobiles or other vehicles, or loading or unloading operations be permitted in the required parking areas. All parking shall be hard surfaced with appropriate curb. In all cases of hard surfacing shall mean plant mix asphalt cement paving or portland cement concrete paving.

6. Loading Areas. All loading and unloading operations shall be off-street. No loading or unloading shall be permitted in the parking or lawn areas or in a location which will interfere with ingress or egress thereto. Loading areas shall be hard surfaced, as provided in paragraph number five. No loading docks shall be constructed facing any public street or highway.

7. Outside Storage. Outside open storage may be stored in the rear yard only when the property is properly screened from view from all sides by means of an opaque fence or wall, minimum of six (6) feet high, which shall be maintained in good condition. The plans and specifications for any fence shall be submitted to The Developer for approval as provided in paragraph three and paragraph eleven.

8. Outdoor Signs. Outdoor signs identifying the name, business and products of the occupant of any given site shall conform to the building/zoning codes and ordinances of the City of Gillette.

9. Maintenance of Undeveloped Areas. Any portion of a tract that is not improved with buildings, parking facilities, loading facilities, and lawn area shall be seeded to a cover planting which grows to a height not to exceed approximately twelve (12) inches, and at all times shall be attractively maintained. No part of any of the land area shall be planted or cultivated row crops.

10. Fences. All fencing for screening, security or other purposes, shall be attractive in appearance and shall be of an all-metal, industrial type of galvanized or nonferrous material or other material and design to be approved by the Developer. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the building setback lines set forth above except with the prior written approval of the Developer. All plans for fencing shall be submitted to the Developer for the approval as provided in paragraph three.

11. Replatting or Subdividing. The owner of any lot or parcel within this development shall never at any time replat, subdivide, or resubdivide any lot into a smaller lot or parcel or in any other manner change this plat without first obtaining the prior written approval of the Declarant, or without approval shall not divide lot area that will result in a lot smaller than the majority. (All subdivision must be further approved by the City of Gillette).

12. Wastes. No garbage or decomposable animal or vegetable wastes shall be placed or stored upon any lot or tract except in tightly covered metal or plastic containers which must be renewed periodically. All refuse containers shall be located at the rear of each building (not in public view). All other refuse shall be placed in containers or enclosures in a manner not constituting a nuisance by reason of wind-litter, disorderly appearance, or abnormal fire hazards. The owner or lessor shall be responsible for the removal of garbage and other refuse from his premises at least once each week.

13. Exceptions, Modifications, Variances or Amendments. The Developer and Declarant shall be authorized to make such exceptions, modifications, variances or amendments to, these protective covenants as unusual circumstances or special situations may warrant; provided, however, that such exceptions or modifications shall not invalidate these covenants in principal or general objectives. Any person desiring a change or variance in these covenants shall submit a written request therefore to Declarant specifying specifically the nature of the variance requested. Declarant shall act upon the request and provide a written response either approving or disapproving the request within thirty (30) days.

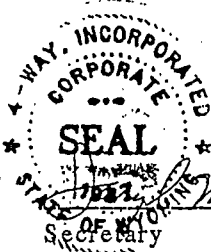
14. Duration. These covenants run with the land and shall be binding upon all present and future owners of any part thereof for a term of fifty (50) years from the date hereof, at which time they shall terminate; provided however, that at any time within three (3) years before the expiration of said period, the then owners of two-thirds of the square feet area in this development may, by written declaration signed and acknowledged by them and recorded in the Register of Deed Office, Campbell County, Wyoming, extend such restrictions, conditions, and covenants for an additional ten year period, and this right to extend may be exercised thereafter so long as the owners of at least two-thirds out of the total square feet area in this development shall desire to do so.

15. Severability. If any paragraph or part thereof of this Declaration be declared invalid, illegal, or inoperative for any reason, the remaining parts so far as possible and reasonable, shall remain fully effective and operative.

16. Enforceability. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Any construction which is commenced in violation of these covenants shall immediately cease upon receipt of written notice of violation. Any person, firm or company found to be in violation of these covenants shall pay all costs and expenses incurred in the enforcement of these covenants and the reasonable attorney's fees incurred by the Developer or any other person seeking to enforce these covenants.

Dated this 23rd day of September, 1992.

4-WAY, INC. (ESQUIRE ESTATES COMMERCIAL ZONED AREA)



BY Joe Suchor
President

[Signature]
Secretary

STATE OF WYOMING)
) ss
County of Campbell)

The foregoing instrument was acknowledged before me this

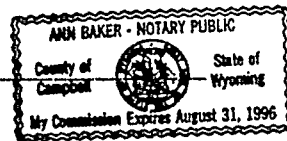
30th day of October, 1992 by Joe Suchor

as President of 4-Way, Inc.

WITNESS my hand and official seal.

Ann Baker
Notary Public

My commission expires: _____



ADDITIONAL DECLARATION
OF
PROTECTIVE COVENANTS FOR ESQUIRE ESTATES
COMMERCIALY ZONED AREA

NOW THEREFORE, In consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

Legal Description: Lots 1, 2, 3, 4, 5, 6, Block 5, of the Esquire Estates Subdivision, of the City of Gillette, Campbell County, Wyoming. Also to include Lot 7 (fronting on Lakeway Road) of the proposed Phase III Development of Esquire Estates Subdivision, of the City of Gillette, Campbell County, Wyoming.

Now, therefore, it is hereby declared;

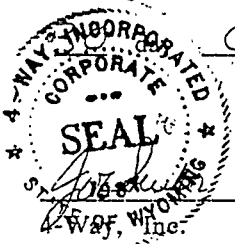
1. Each individual lot owner does hereby grant and convey unto all other lots described in the legal description, its successors and assigns an easement in perpetuity for ingress and egress and right-of-way, for itself, its customers, invitees, and guests across those portions of said Lots designated as driveways. Pursuant to such easement, each individual lot owner guarantees that it will enter into no activity that will restrict all other lots described in the legal description access to Lakeway Road.

2. All other lots described in the legal description does hereby grant and convey unto each individual lot owner, its successors and assigns and easement in perpetuity for ingress and egress and right-of-way, for itself, its customers, invitees, and guests across those portions of Lots designated as driveways. Pursuant to such easement, All other lots described in the legal description guarantees that it will enter into no activity that will restrict each individual lot owner access to Lakeway Road.

3. The duty of the care, custody, control and maintenance of the driveway upon which these easements have been granted shall be the exclusive responsibility and obligation of landowner of such areas. Each party agrees to indemnify and hold harmless the other party from any claims, suits, actions or other proceedings arising out of or in connection with the operation of the businesses of the parties and/or the failure of either party to properly maintain, care for, otherwise negligently construct and/or operate the premises owned by such party. The parties hereto further agree to maintain public liability and property damage insurance in such amounts as are necessary to protect the indemnity from liability for any and all such claims, damages, and expenses.

4. The foregoing easements shall be easements in perpetuity running with the land, and together with the covenants and agreements contained herein shall be binding upon the inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this

Oct, 1992.

President
W & F, Inc.
Developer of Esquire Estates.

STATE OF WYOMING }
Campbell County } ss.
Filed for record this 30th day of October A.D. 19 92 at 2:38 o'clock P.M. and recorded in Book 1212
of Photos on page 582-590 Fees \$ 22.00 **663809**
County Clerk and Ex-Officio Register of Deeds Terina E. Addison
RECORDED
ABSTRACTED ✓
INDEXED ✓
CHECKED ✓
By Deputy Charles M. Jensen