

7374⁰⁴

DECLARATION OF COVENANTS

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Covenants is made and executed as of the 23 day of September, 1998, by Powder Basin Properties, a Wyoming general partnership, (hereinafter referred to as "Declarant").

RECITALS

A. Description of Land: Declarant is the owner of the "subject land" as hereinafter defined, which land is located in Gillette, Campbell County, Wyoming, and more particularly described as:

Lot 2C of the resubdivision of Lot 1C of Block 1 of the Resubdivision of Lot 1A of Block 1 of the resubdivision of Lots 1, 2, 3, and 4 of Block 1 of the Homestead Addition, Campbell County, Wyoming, according to the official plat thereof recorded 26 March 1992 in Book 5 of Plats, pages 164 and 165 of the records of Campbell County, Wyoming.

ARTICLE I -- USES PERMITTED

In addition to those existing covenants and restrictions of record, the subject land is hereby restricted for the use only as a retail recreational and car dealership or combination thereof. No vehicle maintenance, repair or other related activity shall be permitted.

ARTICLE II -- ARCHITECTURAL CONTROL AND SIGNAGE

1. No building, fence, walk or other structure shall be commenced, erected or maintained upon the subject land, nor shall any exterior addition to or change or alteration thereto be made by any person until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing by Declarant. Declarant shall have fifteen (15) business days after Declarant's receipt of any such request for approval to respond in writing. In the event Declarant fails to respond in writing on or before the expiration of said fifteen (15) business days, Declarant shall be deemed to have approved any such request. Declarant's response to any such request for Declarant's approval shall be on the date that Declarant deposits Declarant's response in the United States mail, postage pre-paid, addressed to the party

making such request.

2. Upon completion of construction of any improvements on the subject land, all open, unpaved space, including but not limited to front, side and rear building setback areas (except the portions which are used for parking and driveways if such usage is permitted by this Declaration of Covenants), on the subject land shall be planted and landscaped. An underground sprinkler system shall be installed in all landscaped areas abutting dedicated streets.

3. Articles, goods, materials, incinerators, storage tanks, refuse containers or like equipment in the open or exposed to public view, or view from adjacent buildings from ground level are not permitted. If it shall become necessary to store or keep such materials or equipment in the open, they must be adequately screened from view by a screen at least equal in height to that of the materials or equipment being stored, but in no event less than six (6) feet in height. Adequate screening must also be provided to shield such stored materials and equipment from view from adjacent buildings.

4. The Owner of the Subject land and the Owner's successors and assigns will employ signs consistent with the signing standards and promotional signing of a first class retail recreational and car dealership. Declarant and its successors and assigns shall have the right to approve in advance any and all signs not consistent with such signing standards which the Owner and its successors and assigns propose to use. Notwithstanding anything in this paragraph 4 to the contrary, in no event will any sign on the subject land (i) be of a flashing or moving character, or (ii) be painted on a building wall. Declarant shall have fifteen (15) business days after Declarant's receipt of any such request for approval to respond in writing. In the event Declarant fails to respond in writing on or before the expiration of said fifteen (15) business days, Declarant shall be deemed to have approved any such request. Declarant's response to any such request for Declarant's approval shall be on the date that Declarant deposits Declarant's response in the United States mail, postage pre-paid, addressed to the party making such request.

ARTICLE III -- COMPLIANCE WITH ALL APPLICABLE LAWS

The Owner of the subject land and the Owner's successors and assigns will comply with all federal, state, county, municipal and other governmental laws applicable to the subject land, including without limitation, the rules, regulations, ordinances and laws promulgated by the Environmental Protection Agency which are applicable to the subject land.

ARTICLE IV -- ENFORCEMENT

Any person or entity owning the real property described on Exhibit "A" (the "Benefitting Real Property") attached hereto and made a part hereof for all purposes, may enforce these restrictions either by proceedings at law or in equity, or both, against any person or firm violating or attempting to violate the same or any part thereof, and any such violation or attempted violation of the foregoing covenants or restrictions may be enjoined or abated by proceedings at law or in equity brought by any person or entity to whom the benefits of said covenants and restrictions shall inure as hereinabove provided. All references to "Declarant" herein shall mean and include the owner or owners of the Benefitting Real Property, and its successors and assigns. Whenever in these Protective Covenants

Declarant's consent or approval is required, the consent or approval of the owner or the owners of a majority in interest in the Benefitting Real Property shall be sufficient for all purposes hereunder. In any proceeding to enforce or to restrain the violation of these covenants and restrictions, or any provision hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such amount as may be fixed by the court in such proceedings. The failure of Declarant or any property owner to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of their right to do so thereafter nor of the right to enforce any other restriction

ARTICLE V -- DURATION

This Declaration of Covenants shall run with and bind all successors and owners of the subject land for a term commencing on the date hereof and ending five (5) years from such date. This Declaration of Covenants may be altered, amended or terminated only by the approval of Declarant (or by the majority in interest of the owner or owners of the Benefitting Real Property) and the owner of the subject land and upon the execution and recordation in the appropriate records of Campbell County, Wyoming or an instrument so amending, modifying or terminating the provisions hereof.

DECLARANT:
POWDER BASIN PROPERTIES, A
WYOMING GENERAL PARTNERSHIP

BY: W.M. GRACE DEVELOPMENT COMPANY,
GENERAL PARTNER

JAMES S. KAISER
BY: *James S. Kaiser*

ITS: *Vice President*

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The above and foregoing document was subscribed and sworn to before me this 23
day of September, 1998, by *James S. Kaiser* of
W.M. Grace Development Company, general partner in Powder Basin Properties.

WITNESS my hand and official seal.

Martha A. Cahoon
Notary Public

My commission expires: 11/20/99



EXHIBIT "A"

Lots 1B, 1E, and 2D of the resubdivision of Lot 1C of Block 1 of the Resubdivision of Lot 1A of Block 1 of the resubdivision of Lots 1, 2, 3, and 4 of Block 1 of the Homestead Addition, Campbell County, Wyoming, according to the official plat thereof recorded 26 March 1992 in Book 5 of Plats, pages 164 and 165 of the records of Campbell County, Wyoming.

STATE OF WYOMING }
Campbell County } ss.

Filed for record this 29th day of September A.D., 19 98 at 2:40 o'clock P M. and recorded in Book 1503
of Photos on page 75-78 Fees \$ 12.00

Susan Saunders
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED ✓
INDEXED
CHECKED ✓

By Cheryl Chiles
Deputy

737404

