

1052379

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
MARKET SQUARE PLAZA**

This Declaration, made on the date hereinafter set forth by MACH II, LLC, a Wyoming limited liability company, Donkey Creek Vistas, LLC, a Wyoming limited liability company, and Barracuda Properties, LLC, a Wyoming limited liability company, as the owners of Tracts 3A, 3, 3B and 3C (referred to hereinafter as the "Declarant" or collectively as the "Declarants") of the resubdivision of Tract 3, Market Square Plaza, to be known as Tracts 3A, 3B, 3C & Tract A Market Square Plaza, and a part of the NW1/4SE1/4 and the NE1/4SE1/4 of Section 34, Township 50 North, Range 72 West of the Sixth Principal Meridian, Campbell County, Wyoming, according to the official plat thereof filed for record March 2, 2012, in Book 6 of Plats, Page 166 of the records of Campbell County, Wyoming as follows:

The terms "Tract", "Tracts", "Property", or "Properties" shall refer to the existing Tracts and Properties and all subdivision and resubdivision of the Tracts and Properties as described herein and according to the official plat filed for record March 2, 2012, in Book 6 of Plats, Page 166 of the records of Campbell County, Wyoming. The Tracts and the Properties are hereby made subject to the following covenants, conditions, restrictions, reservations, charges, leins, and easements, all of which shall be deemed to run with the Tracts the Properties and each and every portion thereof, to ensure proper use and appropriate development, improvement and maintenance of the Tracts and Properties so as to:

1. Restrict the use of certain Tracts and the Propertis as provided herein.

The Declarants declare that Tract 3 of Market Square Plaza, a resubdivion of Tract 3, Market Square Plaza, to be known as Tracts 3A, 3B, 3C & Tract A Market Square Plaza, a resubdivision of Lot 2B, Block 7; Lots 1 & 2, Block 8 and Lot 1A, Block 9 and vacated Iris Street and Hickory Avenue in Stocktrail Subdivision and a part of the NW1/4SE1/4 and the NE1/4SE1/4 of Section 34, Township 50 North, Range 72 West of the Sixth Principal Meridian, Campbell County, Wyoming, according to the official plat thereof filed for record March 2, 2012 in Book 6 of Plats, Page 166 of the records of Campbell County, Wyoming (the "Development") shall be subject to the following covenants:

1. **Properties and Tracts Defined.** These Covenants shall apply to the Properties including but not limited to Tracts 3A, 3B, 3C & Tract A, Market Square Plaza, and any further resubdivision of the Properties and the aforementioned Tracts, as designated and shown on the aforementioned plat (herein referred to as "Tract" or "Tracts"). Each Tract, and all improvements thereon, shall be owned separately and in fee simple. Each covenant herein shall apply to each such Tract, shall be binding upon, and run with the land.

2. **Special Provisions Regarding Medical Office Practice, Physical Therapy and Occupations Practice, and Related Services.** The providing of services of physical therapy, occupational therapy, massage therapy, performance training, athletic and personal training and services related to each of the aforementioned services (hereinafter collectively the "Restrictive Services") within the properties and track. The Restrictive Services shall be applicable to Lot 3B so long as Kenneth Clouston and/or Randy Hite own in excess of 33% of the equity and voting right in Gillette Physical Therapy, LLC. The Restrictive Covenant shall apply to any successor and assignees.

3. **Enforeceability.** These Covenants may be enforced by any current or previous record owner of any Tract or Property, but shall not run to the benefit of a third party, except as otherwise specifically provided below. The record owner or effected party shall be entitled to the recovery of its attorney's fees and costs incurred in a successful enforcement of these Covenants.

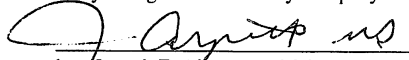
4. **Severability.** Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall in no way affect any other provisions which shall remain in full force and effect.


5. **Non-Waiver.** Any failure to promptly enforce a violation of these Covenants shall not be deemed a waiver of the right to so enforce whatsoever.


6. **Covenants Run with the Land: Amendment.** The Declaration of Covenants shall run with the land, and shall be binding upon all parties, their successors and assigns.

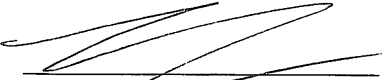
Executed by the Declarants this 21st day of March 2019.

MACH II, LLC,
a Wyoming limited liability company:

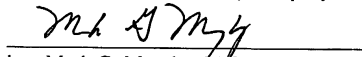

by: Joseph F. Allegretto, M.D.
Its: Co-Manager

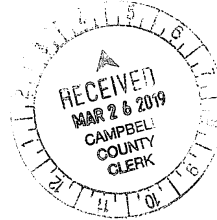

by: Ken Crouston
Its: Co-Manager


by: Mark G. Murphy, M.D.
Its: Co-Manager

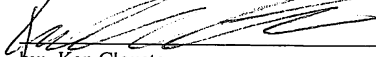

by: Randal R. Hite
Its: Co-Manager


Donkey Creek Vistas, LLC,
a Wyoming limited liability company:


by: Mark G. Murphy, M.D.
Its: Co-Manager



Barracuda Properties, LLC,
a Wyoming limited liability company:


by: Ken Crouston
Its: Co-Manager


by: Randal R. Hite
Its: Co-Manager

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

On the 21st day of March 2019, before me personally appeared Joseph F. Allegretto, M.D., to me personally known, who having been by me first duly sworn did say that he is a Co-Manager of MACH II LLC, a Wyoming limited liability company and described herein which executed the foregoing instrument, and that said instrument was signed and sealed on behalf of the company by authority of their Members, and said person acknowledged said instrument to be signed as a free act and deed of said corporation.

WITNESS my hand and official seal.



Holly Dorr
Notarial Officer

My Commission Expires: Dec 21, 2022

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

On the 21st day of March 2019, before me personally appeared Ken Clouston, to me personally known, who having been by me first duly sworn did say that he is a Co-Manager of MACH II LLC, a Wyoming limited liability company and as Co-manager of Barracuda Properties, LLC, a Wyoming limited liability company described herein which executed the foregoing instrument, and that said instrument was signed and sealed on behalf of the company by authority of their Members, and said person acknowledged said instrument to be signed as a free act and deed of said corporation.

WITNESS my hand and official seal.



Holly Dorr
Notarial Officer

My Commission Expires: Dec 21, 2022

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

On the 22nd day of March 2019, before me personally appeared Mark G. Murphy, M.D., to me personally known, who having been by me first duly sworn did say that he is a Co-Manager of MACH II LLC, a Wyoming limited liability company and as co-manager of Donkey Creek Vistas, LLC, a Wyoming Limited liability company described herein which executed the foregoing instrument, and that said instrument was signed and sealed on behalf of the company by authority of their Members, and said person acknowledged said instrument to be signed as a free act and deed of said corporation.

WITNESS my hand and official seal.



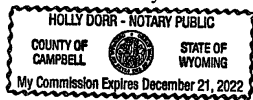
Nicole Smith
Notarial Officer

My Commission Expires:

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

On the 21st day of March 2019, before me personally appeared Randal R. Hite, to me personally known, who having been by me first duly sworn did say that he is a Co-Manager of MACH II LLC, a Wyoming limited liability company and as co Manager of Barracuda Properties, LLC, a Wyoming limited liability company described herein which executed the foregoing instrument, and that said instrument was signed and sealed on behalf of the company by authority of their Members, and said person acknowledged said instrument to be signed as a free act and deed of said corporation.

WITNESS my hand and official seal.



Holly Dorr
Notarial Officer

My Commission Expires: Dec 21, 2022



RECORDED
ABSTRACTED
INDEXED
CHECKED

1052379 Recorded on 03/26/2019 at 04:26 Fee 21.00
Book 3195 of PHOTOS Pages 548 to 551
Susan F. Saunders, Campbell County Clerk by: J WARLOW