

527367

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
ROBERTSON INDUSTRIAL PARK
CAMPBELL COUNTY, WYOMING

STATE OF WYOMING)
) ss
COUNTY OF CAMPBELL)

1. DESCRIPTION OF PROPERTY

WHEREAS, the undersigned being developer of certain real property in Campbell County, Wyoming which has been subdivided and now known as the ROBERTSON INDUSTRIAL PARK (hereinafter sometimes referred to as "PARK"), more particularly set forth on the plat hereto attached and hereto marked as Exhibit "A"; and more particularly described in metes and bounds description attached hereto and made a part hereof.

2. STATEMENT OF INTENT

WHEREAS, said developer desires to place certain restrictive covenants on said "Park". It is specifically intended that such limitations and restrictions shall constitute COVENANTS RUNNING WITH THE LAND and shall be binding upon all future owners, and/or buyers under an Agreement for Warranty Deed, as well as all assigns and successors in interest for the benefit of and as limitations upon all future owners thereof. These restrictions and limitations are intended for the purpose of keeping and maintaining desirable uses and to promote quality development of the "Park", maintaining orderly development and suitable architectural design and to protect owners from offensive activities of their neighbors.

3. RESTRICTIONS UPON USE

The property included within the ROBERTSON INDUSTRIAL PARK shall be used for commercial and industrial purposes. The buildings constructed or erected thereon shall be of a design and quality of construction as to maintain a good appearance in keeping with the type structures existing in the area and relating generally to the same use. No building of inferior quality and appearance shall be erected, altered, placed or permitted to remain on the "Park" that would be degradable to the existing or proposed use of the "Park".

The "Park" use will be heavy industrial. The developer may at sometime in the future make application for zoning the "Park" as "1-2" Heavy Industrial.

4. STRUCTURE, QUALITY, SIZE AND MAINTENANCE

All structures within the ROBERTSON INDUSTRIAL PARK shall be of a design common to that of heavy industrial use and all structures shall be maintained in good condition.

STATE OF WYOMING)
Campbell County) ss
Filed for record this 6th day of April 1983 at 10:12 a.m. in Book 672
of Photos on page 94 Fees \$ 10.00
Suzanne E. Addison
County Clerk and Ex Officio Register of Deeds
RECORDED
ABSTRACTED
INDEXED
CHECKED

527367

- 2 -

5. BUILDING LINES AND EASEMENTS

No structure of any type shall be located nearer than ten (10) feet to the edge of the street right-of-way. For purpose of this restriction, eaves, steps and loading docks shall not be considered any part of the structure, provided, however, that they shall not be constructed to permit any portion of a structure upon a Lot or Lots to encroach upon another Lot.

Perpetual easements for installation and maintenance of utilities are hereby reserved upon each Lot or Lots as follows:

- A. Five (5) feet wide along adjoining Lot line for the purpose of connecting to water, electric and telephone lines.
- B. Thirty-three (33) foot wide along the north and west boundary of said "Park" for the purpose of utility lines and access.
- C. Twenty (20) foot wide along the south boundary of said "Park" for the purpose of utility lines.

Within the easements as set forth above, no structures, shrubbery, trees or any other improvement or use of any type shall be placed or permitted to remain within said easements which may damage or interfere with installations of any utility places or which may be placed therein.

No owner, or buyer under an Agreement for Warranty Deed, of any Lot or Lots shall create any additional easements other than those established by the attached plat to property outside the dedicated boundaries of the ROBERTSON INDUSTRIAL PARK.

6. NOXIOUS OR OFFENSIVE ACTIVITIES

No noxious fumes or severely offensive odors shall be emitted to the air or any offensive or illegal activities shall be carried on upon any Lot or Lots, which may be or does become a nuisance to the general neighborhood.

7. SIGNS

Each owner or buyer under an Agreement for Warranty Deed of any Lot or Lots may erect one large sign not to exceed 6 feet by 10 feet and shall be not more than 20 feet in height, such sign should be of such appearance as to blend in with existing structures.

8. LIVESTOCK

No animals of any kind shall be raised or bred for commercial purposes upon any Lot or Lots, and same shall not be used for the pasture or feeding of any animal or poultry for resale, whether such resale shall take place on the premises or at another location.

9. GARBAGE AND REFUSE DISPOSAL

No Lot or Lots shall be used or maintained as a dumping ground for rubbish of any type and no rubbish or garbage should be permitted to accumulate upon any Lot or Lots. The owners or buyers of each Lot shall maintain a sanitary container for the disposal of trash and garbage. No trash or garbage or other waste shall be kept on any location other than in appropriate containers for future disposal. There shall be no open burning of garbage or rubbish at any time on any Lot or Lots except with permission first obtained by said Lot owner or buyer from an official of the Department of Environmental Quality (State of Wyoming Agency).

10. VEHICLES, PARKING AND ROADS

Each Lot or Lots owner or buyer shall provide off-the-road parking sufficient to accommodate the parking requirements inherent in the nature of his or her business and improvements on his or her lot.

- 3 -

11. WATER SUPPLY

No individual water wells or water supply system shall be permitted on any Lot or Lots unless such system is designed, located and constructed in accordance with the standards, requirements, and provisions of the Wyoming Department of Environmental Quality, and in accordance with the laws of the State of Wyoming. Approval of such systems shall be obtained from said authority by the owner or buyer and from the Robertson Circle Association prior to installation.

12. SEWERAGE DISPOSAL

No individual sewerage disposal system shall be permitted on any Lot or Lots unless such system is designed, located and constructed in accordance with the requirements, standards, recommendations and provisions of the Wyoming Department of Environmental Quality and/or the Campbell County Engineer and in accordance with the laws of the State of Wyoming. Approval of such system shall be obtained by the owner or buyer from the Robertson Circle Association and from said authority prior to installation.

All Lots contain less than 2½ acres and therefore, shall treat sewerage water or waste of any description in a closed septic system. There shall be no percolation of sewage, sewage water, or waste water nor shall the same be permitted to flow over or through any Lot or Lots at any time regardless of ownership.

13. NOISE ABATEMENT

No Lot or Lots, owner or buyer under an Agreement for Warranty Deed, shall cause or permit any person, machine or device to emit loud noise that unreasonably offends the peace and quiet or other owners or occupants of any other Lot.

14. ASSESSMENTS

Each Lot or Lots owner and/or buyer under an Agreement for Warranty Deed shall become a member of the Robertson Circle Association and shall be subject to the By-Laws of said Association and shall be subject to a monthly assessment for use of the water system and the streets and roads in Robertson Industrial Park. Such monthly assessment shall be fixed in accordance with the By-Laws of said Association. All such assessments that are not paid when due shall become a lien on the land and shall remain a lien until fully paid. Robertson Circle Association, its successors and assigns, shall have the right and power to bring any action necessary to collect such assessments and to enforce said lien and gain the approval of the Campbell County Board of Commissioners.

15. RE-SUBDIVISION

The owner and/or buyer under an Agreement for Warranty Deed is hereby prohibited from selling a portion of a Lot or Lots to third parties so as to re-subdivide any Lot or Lots. In order to provide for the orderly development of the Park, the original developer shall have the right to subdivide any Lots so long as all Lots have access to a public street, county road, or a street of the Park and approval has been gained from the Campbell County Commissioners.

16. AMENDMENTS

No amendment to these covenants and restrictions herein set forth shall be made without unanimous consent of all record owners or buyers and the developer until seventy-five percent (75%) of the ROBERTSON INDUSTRIAL PARK has been sold; then these covenants and restrictions may be amended upon consent of seventy-five percent (75%) of the ROBERTSON INDUSTRIAL PARK record owners/or buyers and with the approval of the Campbell County Planning Commission and the Campbell County Board of County Commissioners.