

RIVERSIDE INDUSTRIAL PARK

A Subdivision of Converse County, Wyoming

COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, being the sole owner of all lands in Riverside Industrial Park, a Subdivision of Converse County, Wyoming, located in Section 17, T. 32 N., R. 71 W. of the 6th P.M., and more particularly described as follows:

Starting at the NW corner of Section 17, T. 32 N., R. 71 W., said point is also the point of beginning; thence along the north line of said Section 17, N. 89°44' E. a distance of 1312.82 feet; thence S. 0°29.3' E. a distance of 220.00 feet; thence S. 89°04.7' W. a distance of 862.72 feet; thence S. 0°31' E. a distance of 969.59 feet; thence S. 89°29' W. a distance of 445.55 feet to a point on the east right-of-way line of I-25, said right-of-way line being a curve to the right with a radius of 2714.79 feet, the tangent of the curve at said point bears N. 7°26'14" W.; thence along said curve through a central angle of 0°49'44", the cord of said curve bears N. 7°01'22" W. a distance of 39.27 feet to a point on the west line of said Section 17; thence along said west line Section 17, N. 0°31' W. a distance of 1162.42 feet back to the point of beginning,

do hereby make the following covenants and declarations as to limitations and restrictions on uses to which the property described above may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land and shall accrue to and be binding upon all future owners of the property. The purpose of these restrictions is to insure the use of the property for attractive industrial, commercial, and business purposes, to prevent nuisances, and to secure to each lot owner the full industrial, commercial and business benefit of his property, with no greater restriction upon the free and unhindered use of his property than is necessary to insure the same advantages to the other owners.

1. BUILDING, ETC. APPROVAL: No building or structure of any kind including, but not limited to, walls, fences and signs shall be erected, altered, placed, assembled or permitted to remain on any lot, unless and until plans showing the type of use, location, size and architectural design and color scheme of all proposed structures, driveways,

walks, loading areas and parking areas have been approved in writing by the Architectural Control Committee.

2. ARCHITECTURAL CONTROL COMMITTEE:

a) The Architectural Control Committee shall consist of three members elected or designated by the lot owners of Riverside Industrial Park as hereinafter provided. The decision of any two members of said committee shall determine all questions as to the conduct and decisions of said committee. In the event of the death or resignation of any member of the committee, the remaining members shall have complete authority to appoint a successor. No committee member shall be entitled to compensation for services rendered pursuant to these covenants. The committee's approval or disapproval of plans and specifications as required by these covenants shall be in writing. In the event that such approval or disapproval shall not be made within sixty days after plans and specifications have been submitted to the committee, or in any event, if no suit to enjoin construction has been commenced prior to the completion of improvements, approval will not be required and full compliance with all covenants will be assumed.

b) The members of the Architectural Control Committee shall not be liable in damages to anyone so submitting plans for approval or to any owner or owners of land covered by this instrument by reason of any mistake in judgement, negligence, or nonfeasance, arising out of or in connection with their approval or disapproval or failure to approve any such plans.

If construction of any building or alteration is begun in violation of the terms of this instrument, and no suit to enjoin such construction has been commenced prior to the completion thereof, then this covenant will be deemed to have been fully complied with, insofar as said covenant requires prior approval of building plans.

c) The Architectural Control Committee shall be elected annually by the lot owners of Riverside Industrial Park at a meeting of said lot owners held at 7:00 p.m., the second Monday of January. The existing Architectural Control Committee shall designate the place of

such meeting within Converse County, Wyoming, and send written notice thereof to each lot owner of record not less than ten (10) days prior to the meeting date. If no meeting place is designated, it shall be held in the meeting room at Converse County Library, Douglas, Wyoming. Each lot owner shall be entitled to one vote per committee member, but cumulative voting shall be allowed.

d) The Architectural Control Committee shall act as trustee and manager for the lot owners in laying out, installing and maintaining roads and utility easements as provided on the recorded plat of this Subdivision. The Committee is authorized to assess every lot owner in proportion to the size of their lot for the cost and expense of common roads and utility installation or maintenance and shall be authorized to collect the same by demand or suit, as provided by law.

e) The Architectural Control Committee may permit reasonable deviation from the requirements of these covenants and restrictions, if allowable by law, including light residential occupancy for custodial or watchman quarters.

f) Except as may be provided herein, or established by the Architectural Control Committee, this Subdivision has:

NO PROPOSED DOMESTIC WATER SOURCE

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM

NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

Each lot owner shall be responsible for installation, use and maintenance of his private water sources and sewage disposal, in full compliance with applicable Wyoming laws or regulations.

3. BUILDING LOCATION: No building shall be located on any lot nearer than 80 feet from the centerline of any dedicated street or road. The setback required from the side and rear property lines shall be subject to the approval of the Architectural Control Committee, provided that no more than 50 feet of sideyard setback nor more than 50 feet of rear yard setback shall be required, except that no building shall be erected which would occupy more than 60 percent of the lot area or site

8. PROHIBITED OPERATIONS: There shall not be permitted any labor camps, junk yards, drilling for oil and gas, oil refining, quarrying or mining operations, or stock yards or slaughter operations or rendering work or smelting, nor the commercial raising, breeding or maintenance of any livestock or poultry; nor any similar uses though not specifically named herein which would be obnoxious to and not in harmony with the general plan, purpose and use of the Riverside Industrial Park subdivision.

9. The users and owners of said land must (a) keep the property free and clear of weeds, trash, or other unattractive refuse and vegetation, (b) store trash receptacles at the rear of the buildings in covered containers, (c) adequately light the fronts, rears and storage areas of their buildings, (d) provide off-street parking to accommodate adequately the vehicles of their customers and employees, (e) store materials, or park vehicles for long terms, only at the rear of buildings or in other areas which are not unattractive and which do not intrude upon the street or areas in the front of buildings, (f) maintain the parking areas, access roads from the streets, and other driveways, and maintain such areas and their immediate surroundings in a neat and clean manner, and (g) adequately landscape all property to harmonize with buildings and parking areas, if any.

10. NUISANCE: The site owner or occupant shall not cause or make any excessive noise, odor or harmful sewage or vibration that could reasonably be objectionable to other occupants or site owners; or that reasonably conflicts with the planned purposes and restrictions of the subdivision, and no site owner shall in any case create or maintain a legal nuisance.

11. TEMPORARY STRUCTURES: No structure of a temporary character; trailer, basement, tent, shack, garage, barn, or other out-building shall be used or permitted to remain on any site at any time, either temporarily or permanently, without special written approval of the Architectural Control Committee.

12. The owner or owners of any of the above-described real property may enforce the requirements and limitations herein set forth

by proceedings at law or in equity against any person or persons violating or attempting to violate any of said requirements and limitations, either to recover damages for such violation or to restrain such violation or attempted violation.

13. There is hereby reserved to Grantors, and the successors and owners of Riverside Industrial Park, for the purpose of having adequate roadways and utility easements to serve each tract described on the plat, a perpetual easement for roadways and utilities upon the areas described as "road easement" as contained on the recorded plat of this subdivision, for the purpose of erecting, constructing and maintaining roadways, and public or private utility facilities, both underground and overhead. All claims for damages, if any, arising out of the construction or maintenance and repair of roadways and utilities, or on account of temporary or other inconvenience caused thereby against the Grantor or the Architectural Control Committee, or any utility company or any other agent or servant of them or any of them, are hereby waived by the owners of Riverside Industrial Park, their successors and assigns.

14. It shall be the responsibility of Riverside Industrial Park, and the owners thereof, to install and keep adequately maintained, any fences and autogates required by the County of Converse. The Architectural Control Committee shall have the authority to carry out the provisions of this requirements or any other requirement provided in these covenants, together with the power and authority to assess the costs thereof proportionately among the lot owners of this subdivision.

15. The foregoing conditions and limitations are to be construed as covenants running with the land and shall be binding on all persons claiming any part of said land for a period of twenty-five (25) years from the date these presents are recorded in the office of the Clerk and Recorder of Deeds, Converse County, State of Wyoming. These presents may be extended or amended by majority vote of all lot owners, in writing; subject to compliance with any laws, rules or regulations duly enacted by the State of Wyoming, or its legal subdivisions.

16. Invalidation of any part of the requirements and limitations herein set forth by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Dated at Douglas, Wyoming, this 18 day of September, 1975.

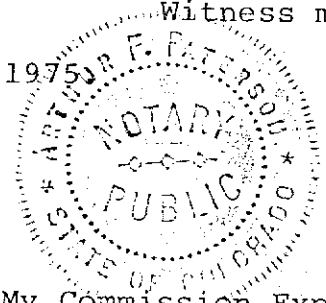
ROBART  
A Colorado Partnership

By Richard H. Betzing  
Richard H. Betzing,  
Authorized Partner

STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF CONVERSE )

The foregoing instrument was acknowledged before me this 18 day of September, 1975, by Richard H. Betzing, partner of ROBART, a Colorado partnership.

Witness my hand and official seal this 18 day of September, 1975.



Richard F. Peterson  
NOTARY PUBLIC

My Commission Expires:  
July 2, 1977

area upon which the building is located. For the purpose hereof the Architectural Control Committee shall determine what portions of a structure are part of a building. Generally, caves, walks, and approaches shall not be considered as part of the building, but loading docks and similar structures shall be deemed as part of the building. Nothing herein shall be construed as allowing any portion of a building or structure on any lot or site to encroach on the lot or site of another property owner.

4. PARKING: No vehicle parking shall be permitted nearer than 20 feet from the street property lines nor nearer than 10 feet from the side or rear property lines, unless with the written approval of the Architectural Control Committee. "One site parking" shall be provided for all vehicle use reasonably expected including trucks, trailers, and employee and visitor parking. All parking areas shall be graveled, paved or otherwise surfaced to provide dust free, all weather parking.

5. SCREENS AND FENCES: All screens, fences and visual barriers referred to herein shall be approved by the Architectural Control Committee.

6. SIGNS, ETC.: No billboards, signs or other advertising devices of any character shall be erected, pasted, posted, painted, displayed or permitted upon any part of the building or site without the prior approval of the Architectural Control Committee.

7. LAWNS, LANDSCAPING: All set-back areas facing streets between the front building line and the street, with the exception of driveways, sidewalks, and permitted parking shall be used exclusively for the planting and growing of trees, shrubs, lawns, gardens and other ground covering or landscaping material approved by the Architectural Control Committee. Unused land reserved for future expansion or other purposes shall be maintained and kept free of weeds, other unsightly plant growth, rubbish and debris. All landscaping must be maintained by the site owner or occupant to the reasonable standards of the Architectural Control Committee for neatness and beauty.