

TETON WAY BUSINESS PARK
RESTRICTIVE COVENANTS AND AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, being all of the owners and persons interested in the following described property:

REPLAT NO. 3, REPLAT OF LOTS 8 & 10, BLOCK ONE,
RIVERBEND, AN ADDITION TO THE TOWN OF DOUGLAS,
CONVERSE COUNTY, WYOMING:

BLOCK 1: Lots 1,4,5,6,7,8,9 & 10;

BLOCK 2: Lots 1 through 7, inclusive.

for valuable considerations and mutual advantages, do hereby agree, make and declare the following COVENANTS AND DECLARATIONS as limitations and restrictions on development, improvement and use to which the above property may be put, hereby specifying that said COVENANTS AND DECLARATIONS shall constitute covenants and restrictions to run with all of the above described property, and shall accrue to and be binding upon the undersigned, said property above described, and all future owners thereof:

I. NAME

1. The above described property shall be known as
"TETON WAY BUSINESS PARK"

II. PURPOSE

1. The purpose of these RESTRICTIVE COVENANTS AND AGREEMENTS is to insure the use of the above property for attractive, safe and economic business and commercial purposes, to prevent nuisances, enhance and protect the commercial value, and to secure to each lot owner the full benefit of his/her property, with no greater restrictions than are necessary to insure the same advantages to other owners, in line with the state PURPOSE.

III. ARCHITECTURAL CONTROL COMMITTEE

1. There is hereby established an ARCHITECTURAL CONTROL COMMITTEE, to consist of not less than three members elected or designated by the record owners of the above described property. One vote shall be allowed to each LOT within

TETON WAY BUSINESS PARK, Cumulative voting shall not be allowed.

2. The initial committee shall consist of a nominee of C.N.I. Incorporated and a nominee of M.D.I., Inc. and a third member selected by the two nominees. The initial committee shall serve until development plans have been approved on all of the above lots. Thereafter the committee shall be elected annually by the record owners of the said lots. The first annual meeting to be held the year immediately following approval of the last lot development plan. Annual meetings of the Lot owners shall be held on the first Monday of February, at 7:00 o'clock P.M. at the Converse County Library Douglas, Wyoming, unless the existing committee notifies all lot owners, in writing, not less than ten (10) days prior to the meeting, of a change in the place, date, or time of said meeting.

3. The decision of a majority of the members of said committee shall determine all questions as to the conduct and decisions of the committee, and interpretation of these restrictive covenants and agreements, and said decision shall be binding upon the owners of the above described property.

4. In the event of the death or resignation of any member of the committee, prior to approval of all lot development plans, the successor shall be a new nominee of C.N.I. or M.D.I., as the case may be, or by those nominees if it is the third committee position which became vacant; if the vacancy occurs following approval of all lot development plans, then 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 and restrictions, but shall be reimbursed any costs or expenses incurred by the committee person or committee, for services rendered hereunder.

5. All site development and building plans or the

above described property shall be submitted for approval, in writing, to the architectural committee as follows:

a. PLOT PLAN: The Plot Plan shall indicate all paved areas, walls, and fences, and all landscape materials including this species of all grass or sod, the species and height of all trees and shrubs or other vegetation. It shall indicate the size and type of all stone, gravel or bark areas, and transition materials such as railroad ties, redwood strips, and similar decoration. The height and material of all fences and walls shall be shown. A drainage plan for the site shall be provided. A proposal for adequate maintenance and care of the landscape areas will be provided.

b. BUILDING PLANS: Building Plans and elevation types of use, relationships of indoor and outdoor spaces, and exterior materials and colors shall be provided.

c. SIGNS: A plan or proposal for signs shall be submitted in writing, showing the elevations of signs, indicating the design, dimensions, colors and lighting.

6. No site development, building or exterior remodeling shall be commenced or allowed prior to written approval by the architectural control committee. The committee shall approve or disapprove of any plans or specifications as required by these covenants in writing, and shall make such determination within sixty days (60) after the plans and specifications have been submitted to the committee. The committee is hereby authorized to request additional plans or information from any lot owner prior to approval. In the event the committee has not rendered its decision within sixty days (60) after submittal of the required plans and specifications, approval will not be required. Notwithstanding this provision, however, any member of the committee or other lot owners within Teton Way Business Park shall have the right and privilege to enjoin construction, and seek other relief, in the event any of the provisions of these restrictive covenants and agreements is violated.

7. The members of the committee shall not be liable in damages to anyone submitting plans or approval, or to any owner or owners of land covered by this instrument by reason of any mistake in judgment, negligence or nonfeasance, arising out of or in conjunction with their approval or disapproval, or failure to approve any such plans.

8. The committee shall act like as trustees and manager for the lot owners of Teton Way Business Park and is hereby authorized to assess each lot and lot owner on a per lot basis, regardless of size of their lots for the costs and expense of the operation of the architectural control committee, and any maintaince or beautification of the business park which is of common benefit to the lot owners. Seasonal promotional beautification, such as the Christmas season, shall be authorized only by a majority of the lot owners by separate vote, and in the event so authorized, the committee is hereby authorized to assess the costs thereof as voted and authorized by the lot owners, to each lot owner and lot in proportion to the size of their lot.

9. The committee shall permit reasonable deviation from the requirements of these covenants and restrictions, if allowable by law.

IV. TOWN ORDINANCES

1. The architectural control committee on each lot and lot owner shall at all times be in compliance with the ordinances, rules and regulations of the Town of Douglas, Converse County, Wyoming, and the laws of the State of Wyoming.

V. SITE DEVELOPMENT

1. Each lot in the Teton Way Business Park shall be completely developed or landscaped. No areas remaining in weeds or in natural state shall be permitted. The following general limitations and requirements are hereby set but may be expanded or diminished by the Architectural Control Committee as they deem advisable for the overall development of the Park:

- a. Lots 1 through 7 inclusive of Block 2, and Lot 10 of Block 1 bordering the East Yellowstone Highway may be required to have a minimum of ten percent (10%) of their "back yard" in approved landscaping, and at least fifty percent (50%) of the foregoing ten percent (10%) landscaping is to be in some form of vegetation. Vehicle access to these lots from the Yellowstone Highway shall not be permitted.
- b. Each lot bordering the street "Teton Way" may be required to have a minimum of ten percent (10%) of their "front yard" in approved landscaping. At least one-half of the aforesaid ten percent (10%) is to be in some form of vegetation.
- c. In addition to the foregoing, Lots 1 and 10 of Block 1, and Lots 1 and 7 of Block 2, may be required to have a minimum of ten percent (10%) of their "side yard" in approved landscaping, which one-half of said ten percent (10%) may be in some form of vegetation.
- d. Side Yards and rear yards, which are unpaved, shall be maintained and kept free of weeds and other unsightly plant growth, rubbish and debris. Screening and/or buffering may be required by the committee depending upon the type of storage use of these areas.
- e. Debris, trash and garbage shall be stored inside buildings or in an enclosed structure attached to the buildings, and constructed of materials compatible with the building exterior, as approved by the committee.
- f. Paved walkways, driveways, and parking shall be brick, concrete paving blocks, concrete, or asphalt.
- g. Any fences shall be of brick, textured block, stone, wood and/or dense planting, each sufficient to screen objectional areas from adjacent properties. Fences may or may not be required, and adjacent property owners may agree to combine landscaped areas or other site features for their common and mutual benefit; all, subject to approval by the committee.

h. Site development and control shall also include the property included in any easement or public street which, by Town Ordinance, is the responsibility of the land owner.

VI. EXTERIOR BUILDING CRITERIA

1. Exterior Building material shall be of brick, textured block, stone, exposed aggregate concrete, stained wood or glass, or combinations thereof, expressing an "organic", "material" or "rustic" character, as approved by the committee.

2. Flat roofs are permitted, but mechanical equipment located on any roof shall be screened from all directions, compatible with the structure material. Sloped or pitched roofs may be covered with tile, wood shingles and wood shakes, composition shingles and standing seam metal roofs done in earth tone finish.

3. Building scale shall respect adjacent properties, and no building or other structures shall be more than three (3) traditional stories in height.

4. Exterior portions of all buildings and site shall be provided with security lighting for safety and vandalism protection, but lighting shall not be a nuisance to adjacent residential neighborhoods or businesses.

VII. SIGNS

1. All signs shall follow the zoning and ordinance regulations set forth by the Town of Douglas, Wyoming, and shall be approved by the architectural control committee. Signs shall be tastefully done carrying through the rustic, natural or organic theme outlined in the building materials.

VIII. GENERAL

1. No building structure or other improvement of any kind including but not limited to buildings, fences, and signs shall be erected, altered, placed, assembled or permitted to remain on any lot on the above described property until and unless plans showing the type of use, location, size and architectural design and common scheme of all proposed

structures, driveways, walks loading areas and parking areas have been submitted and approved in writing by the architectural control committee.

2. All of the above described property covered by these restricted covenants and agreements shall be used for business and commercial purposes only, in accordance with the common zoning designation of the area by the Town of Douglas, Wyoming.

3. During construction or exterior improvement of any existing building, the architectural control committee is authorized to place certain construction requirements and limitations so as not to allow nuisance or interference with adjoining property uses and business.

4. The lot owners, and their tenants or lessees shall cooperate with each other to establish and maintain a quality business and commercial district.

IX. PROHIBITED OPERATIONS

1. All of the above described property, and the owners and occupants thereof, shall at all time comply with the laws of the State of Wyoming and ordinances, rules and regulations of the Town of Douglas, Wyoming.

2. No lot owner or occupant thereof shall allow any unsightly areas, weed, rubbish or other debris to be stored or allowed to remain on any lot.

3. Each lot owner or occupant thereof shall not cause or make any excess noise, odor or similar nuisance or objectionable conduct or material on any lot, that might reasonably conflict with the plan, purposes and restrictions of the Teton Way Business Park, and no site owner or occupant shall in any case create, maintain a legal nuisance.

4. No structure of a temporary character, other than construction sites previously approved by the architectural control committee, shall be allowed or maintained on any lot.

X. ENFORCEMENT

1. The owner or owners of any of the above described

real property may enforce requirements and limitations herein set forth by proceedings at law or 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.

XI. RESTRICTIVE COVENANTS AND AGREEMENTS BINDING UPON THE PARTIES AND PROPERTY

1. The foregoing conditions, restrictions and limitations are to be construed as covenants running with the above described land, and should be binding upon all of the persons claiming any part of said land, as owner or occupant, for a period of twenty-five years (25) from the date these presence are recorded in the Office of County Clerk, Converse County, Wyoming. These presence may be extended or amended by a majority vote of all of the lot owners in writing, and subject to compliance with all laws, rules or regulations duly enacted by the State of Wyoming or any of its legal subdivisions.

XII. INVALIDITY

1. These restrictions, requirements and limitations by Judgment or Order of any court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in full force an effect.

2. These covenants and agreements shall be binding upon the parties, their heirs, successors and assigns.

IN WITNESS whereof the undersigned lot owners of the above described property have set their hands effective this 5 day of November, 1980.

M.D.I., INC.

BY:

Charles O Palmer
President

C.N.I., INCORPORATED

BY:

Chas. E. Darg
President

ATTEST:

Secretary

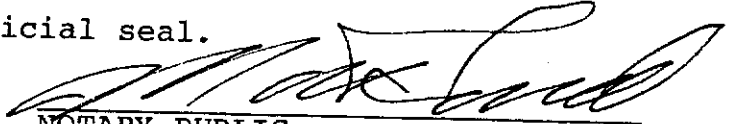
ATTEST:

Secretary

STATE OF WYOMING)
) ss
COUNTY OF CONVERSE)

The above instrument was executed and acknowledged before me this 5th day of November, 1980, by Charles O. Palmer, President of M.D.I., Inc., and Chas. E. George, President of C.N.I. Incorporated.

Witness my hand and official seal.


NOTARY PUBLIC

My Commission Expires:

