



**BUFFALO COMMERCE CENTER  
SHERD LAKE, INC  
BUFFALO, WYOMING**

**DECLARATION OF RESTRICTIONS AND COVENANTS**

**FEBRUARY 4, 1995**

026902

STATE OF WYOMING }  
COUNTY OF JOHNSON } ss

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By *Jewell Cabal* Register of Deeds  
Deputy

**BUFFALO COMMERCE CENTER  
SHERD LAKE, INC.  
DECLARATION OF RESTRICTIONS AND COVENANTS**

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February 4, 1995

TABLE OF CONTENTS

1. RECITALS . . . . .	Page 01
2. GENERAL PROVISIONS . . . . .	01
2.01 Establishment of Restrictions and Covenants . . . . .	01
2.02 Restrictions Operate as Covenants . . . . .	01
2.03 Purpose of Restrictions and Covenants . . . . .	01
2.04 Architectural Control . . . . .	02
2.05 Exclusive Right . . . . .	02
2.06 Definitions . . . . .	03
3. MAINTENANCE . . . . .	03
4. COVENANT RUN WITH LAND; ENFORCEABILITY . . . . .	04
4.01 Subject Property . . . . .	04
4.02 Abatement and Suit . . . . .	04
4.03 Deemed to Constitute a Nuisance . . . . .	04
4.04 Attorney's Fees . . . . .	05
4.05 Inspection . . . . .	05
4.06 Waiver of Invalidation . . . . .	05
5. NOMINEES AND SUCCESSORS OF DEVELOPER . . . . .	05
6. TERM, TERMINATION AND MODIFICATION . . . . .	05
6.01 Term . . . . .	05
6.02 Termination and Modification . . . . .	05
7. DEVELOPMENT STANDARDS . . . . .	06
7.01 Setbacks . . . . .	06
7.02 Site Coverage . . . . .	06
7.03 Number of Tenants per Lot . . . . .	06
7.04 Number of Tenants per Building . . . . .	06
7.05 Signs . . . . .	07
7.06 Parking . . . . .	08
7.07 Landscaping . . . . .	08
7.08 Loading Areas . . . . .	08
7.09 Outdoor Storage and Waste Disposal . . . . .	09
7.10 Telecommunications and Electrical Service . . . . .	09
7.11 Nuisances . . . . .	09
7.12 Unused Land . . . . .	09
7.13 Perimeter Access . . . . .	09
7.14 Animals . . . . .	09
7.15 Zoning . . . . .	09
7.16 Changes to Standards . . . . .	10
8. PERFORMANCE STANDARDS . . . . .	10
8.01 Vibration . . . . .	10
8.02 Air Pollution . . . . .	10
8.03 Odors . . . . .	10
8.04 Fire and Explosion . . . . .	10
8.05 Glare and Heat . . . . .	10
8.06 Noise . . . . .	11

8.07 Electromagnetic Radiation . . . . .	13
8.08 Changes to Standards . . . . .	13
9. MISCELLANEOUS PROVISIONS AND ADDITIONAL RESTRICTIONS . . . . .	13
9.01 Constructive Notice and Acceptance . . . . .	13
9.02 Rights of Mortgagees . . . . .	13
9.03 Addition of Territory . . . . .	13
9.04 Notice of Addition . . . . .	14
9.05 No Lot Splits . . . . .	14
SIGNATURES . . . . .	15

## DECLARATION OF RESTRICTIONS AND COVENANTS

This DECLARATION, made this 4th day of February, 1995, by SHERD LAKE, INC., a Wyoming corporation, hereinafter "Declarant."

### 1. RECITALS

Declarant is the owner of certain real property in Johnson County, Wyoming, described in Exhibit "A" which is attached hereto and by reference made a part hereof (hereinafter the "Property").

In order to establish a general plan for the improvement and development of the Property, Declarant desires to impose on it mutual, beneficial restrictions for the benefit of all the lands in the Property and for the benefit of Declarant.

In order to insure the proper development and use of the Property, to protect the owner of each parcel within the Property against improper development and use of parcels within the Property, to prevent haphazard and inharmonious improvements, and in general to provide adequately for a high type and quality of improvement and use of the Property in accordance with a general plan for the development of the Buffalo Commerce Center as a whole, Declarant desires to subject the Property and each parcel of the Property to certain covenants for the benefit of all. All of the property and each parcel within the Property shall be held, improved and conveyed subject to those covenants which shall be enforceable in accordance with this Declaration by Declarant and by each owner of a parcel or parcels of real property within the Buffalo Commerce Center.

### 2. GENERAL PROVISIONS

#### 2.01 Establishment of Restrictions and Covenants

Declarant, owner of the Property, hereby declares that the Property is now held, and shall be transferred, sold, leased, conveyed and occupied subject to the restrictions and covenants herein set forth, each and all of which is and are for and shall inure to the benefit of and pass with each and every parcel of the Property and apply to and bind the heirs, assignees and successors in interest of each and every owner of a parcel or parcels of the Property.

#### 2.02 Restrictions Operate as Covenants

Each purchaser of any parcel of the Property covenants and agrees with Declarant, its successors and assigns, to use the Property only in accordance with the restrictions herein set forth and to refrain from using the Property in any way inconsistent with or prohibited by the provisions of this Declaration.

#### 2.03 Purpose of Restrictions and Covenants

It is the intent and purpose of these covenants and restrictions to:

1. Allow commerce activities, provided that such activities do not contribute excessive noise, dust, smoke or vibration to the surrounding environment nor contain a high hazard potential due to the nature of the products, material or processes involved or which shall constitute a violation of any law of the United States, the State or Wyoming, Johnson County, or The City of Buffalo, or any other regulation or ordinance promulgated thereunder.

2. Afford a mechanism that shall protect the quality of the commerce center by providing that the Declarant shall have the sole and total authority over the architectural control during the initial construction phase of the commerce center and until the majority of the buildings are complete. Thereafter, when approximately 60% of the lots within the commerce center have been developed, the Declarant shall provide for the creation of an Architectural Control Committee (ACC) which will include not only the Declarant but also additional owners of property owners within the Buffalo Commerce Center. Members of the Architectural Control Committee will be lot and building owners within the Buffalo Commerce Center.

3. Allow the Declarant, the individual real property or lot owner to enforce the covenants through an injunction in Court.

#### 2.04 Architectural Control

Adherence to development standards shall be essential for the protection of property values of each owner within the Buffalo Commerce Center as well as surrounding community property owners. Individual freedom of choice shall be balanced with consideration of neighboring property owners so that the property and aesthetic values of the commerce center can be maintained.

Accordingly, the architectural control procedure to accomplish these goals include:

1. The covenants placed on the land (recorded in the Johnson County Courthouse) provide for building restrictions and approval of all buildings by the ACC.
2. The covenants provide that the sole member of the ACC will be the Developer until the first of the following events occur.
  - a. The Developer voluntarily relinquishes sole control of the ACC.
  - b. At least 60% of the lots in the commerce center have been developed.
3. The covenants further provide that all buildings, additions, exterior building and landscape improvements be submitted to the ACC in the form of project description and site plans.
4. At such time as the Developer gives up control of the ACC as described above, then the property owners of the Buffalo Commerce Center shall designate at least two additional members to serve on the ACC with the Developer. The Developer will have the option of staying on the ACC or completely resigning. If the Developer resigns from the ACC, then an additional member shall be appointed from the property owners. The majority of these members shall be actual building owners and the minority of these directors shall be simple lot owners.
5. The Developer shall have the ability to delegate ACC authority and responsibilities to an individual member or a group of members at any time.
6. All purchasers of lots in the subdivision will sign a purchase agreement specifically providing that the developer has sole control over the ACC and that all improvements placed on the property must be approved by Developer.

#### 2.05 Exclusive Right

The Declarant shall retain exclusive rights to construct buildings or improvements placed upon the property.

The Declarant may, at anytime, on a lot by lot basis, release all or part of the exclusive right to build, subject to mutual agreement of the lot buyer and the Declarant.

#### 2.06 Definitions

- (a) Area of Elevation - Total height and length of a building as projected to a vertical plane.
- (b) Building Line - An imaginary line parallel to the street right-of-way line specifying the closest point from the street right-of-way line that a building structure may be located.
- (c) Lot - The fractional part of blocks as divided and subdivided on subdivision plats of the Official Records of Johnson County, Wyoming, as they from time to time become current.
- (d) Right-of-way Line - When reference is made to right-of-way line it shall mean the line which is then established on either the adopted subdivision plat as the ultimate right-of-way line for access, utilities or streets.
- (e) Side and Front of Lots and Sites - The Front of a Lot or Site, except a corner Lot or Site, is the portion thereof facing on any street. A Lot or Site may have two Fronts where, for instance, it faces onto two parallel streets. As to corner Lots or Sites, the narrowest frontage of a Lot or Site facing the street is the Front, and the longest side facing the intersecting street is the Side, irrespective of the direction in which the structures face.
- (f) Sign - Any structure, device or contrivance, electric or non-electric, and all parts thereof which are erected or used for advertising purposes upon or within which any poster, bill, bulletin, printing, lettering, painting, device or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted, or otherwise fastened or affixed. A sign placed directly on or in the ground shall be referred to as a "ground sign".
- (g) Site - All contiguous land under one ownership and tenancy; provided, however, that multiple occupancy of a building in accordance with Section 7.04 of this Declaration does not destroy a Parcel's character as a Site.
- (h) Streets - Reference to all streets or rights-of-way within this ordinance shall mean dedicated vehicular rights-of-way. In the case of private or non-dedicated streets, a minimum setback from the right-of-way line of said streets of fifteen (15) feet shall be required for all structures. Except for sidewalks or access drives, this area shall be landscaped according to the setback area standards from dedicated streets contained herein.

### **3. MAINTENANCE**

Each lot owner shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition and shall comply with all laws, ordinances and regulations pertaining to health and safety. Each lot owner shall provide for the removal of trash and rubbish from his premises.

During construction it shall be the responsibility of each lot owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks, and the like are kept in a neat and orderly manner.

The Developer agrees to maintain all undeveloped land owned by it within the Park in a manner compatible with the provisions of this Section 3.

#### **4. COVENANTS RUN WITH LAND; ENFORCEABILITY**

##### **4.01 Subject Property**

The foregoing covenants and restrictions shall run with, bind, and inure to the benefit of the parcel hereby conveyed and the land in the commerce center retained by the Developer, and the Developer covenants, and agrees to hold such land retained by it subject to all the terms, provisions and conditions of these covenants and restrictions and that any and all sales, leases, mortgages or other dispositions of such remaining land or any part thereof shall be subject to these covenants and restrictions. The Developer reserves the right however from time to time hereafter to delineate, plat, grant, or reserve within the remainder of the commerce center not hereby conveyed such public streets, roads, sidewalks, ways, and appurtenances thereto, and such easements for drainage and public utilities, as it may deem necessary or desirable for the development of the commerce center (and from time to time to change the location of the same) free and clear of these restrictions and covenants, and to dedicate the same to public use or to grant the same to Johnson County and/or to appropriate public utility corporations.

Said covenants and restrictions shall be jointly and severally enforceable by the Developer and its successors and assigns and by the Grantee, and its successors and assigns, provided however that only the Developer or its assignees, under Section 5 hereof, shall have the right to exercise the discretionary powers herein reserved to the Developer.

Provided further that any of the covenants, restrictions, or conditions contained herein which in the sole discretion of the Johnson County Board of County Commissioners or the Buffalo City Council if annexed, which may be in the public interest, may at the sole discretion of the Johnson County Board of County Commissioners or the Buffalo City Council if annexed, be enforced in the same manner and upon the same terms and conditions as any lot owner can seek to enforce the same in any proceeding of law or equity. Reasonable attorney's fees shall be recovered by the County, or City, if annexed, in any proceeding either to enjoin a violation of the Covenants or to recover damages resulting from such violations.

##### **4.02 Abatement and Suit**

Violation or breach of any restriction and covenant herein contained shall give to Declarant, and every other owner of property for whose benefit these restrictions and covenants are expressly made, the right to enter upon the property upon or as to which said violation or breach exists and to summarily abate and remove, at the expense of the owner or lessee thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions and covenants to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

##### **4.03 Deemed to Constitute a Nuisance**

The result of every action or omission whereby any restriction or covenant herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an owner, either public or private, shall be applicable against every such result and may be exercised by Declarant or by any owner of property for whose benefit these restrictions and covenants are made.

4.04 Attorney's Fees

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration 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. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

4.05 Inspection

Declarant may from time to time at any reasonable hour or hours, enter and inspect any property subject to these restrictions to ascertain compliance therewith.

4.06 Waiver of Invalidation

Any waiver of failure to enforce any provision of these covenants and restrictions in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the Buffalo Commerce Center or of any other provision of these covenants and restrictions. Invalidation by Court adjudication of any provision of these covenants and restrictions shall not affect the validity of any other provision and all other provisions thereof shall remain in full force and effect.

**5. NOMINEES AND SUCCESSORS OF DEVELOPER**

The Declarant may from time to time delegate any or all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate. It may also permanently assign any or all of its powers and duties (including discretionary powers and duties), obligations, rights, title, easements and estates reserved to it by this deed to any one or more corporations, associations or persons that will accept the same. Any such assignment shall be in writing recorded among the Land Records of Johnson County and the assignee shall join therein for the purpose of evidencing its acceptance of the same, and such assignee shall thereupon have the same rights, title, powers, obligations, discretion and duties as are herein reserved to the Declarant, and the Declarant shall thereupon be released therefrom.

**6. TERM, TERMINATION AND MODIFICATION**

6.01 Term

This Declaration, every provision hereof and every covenant and restriction contained herein shall continue in full force and affect for a period of twenty-five (25) years from the date hereof, unless otherwise specifically provided. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by the then owners, terminating said Declaration has been filed and recorded, subject to the provisions and restrictions of Section 6.02.

6.02 Termination and Modification

This Declaration, or any provision hereof, or any covenant or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any portion thereof, with the written consent of the owners of seventy-five percent (75%) of the property specified in Exhibit "A" hereto based on the number of square feet owned as compared to the total number of square feet so specified, provided, however, that so long as Declarant owns at least twenty percent (20%) of the property specified in Exhibit "A", hereto, no such termination, extension, modification or amendment shall be



effective without the written approval of Declarant thereto.

No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged by the Johnson County Board of County Commissioners and recorded in the office of the Recorder of Johnson County, Wyoming. Provided further that if the property covered by these covenants is annexed into the City limits of Buffalo then the section relating to County acknowledgement shall no longer be valid and any such termination, extension, modification or amendment shall be effective with the acknowledgement of the Buffalo City Council.

## **7. DEVELOPMENT STANDARDS**

### **7.01 Setbacks**

No building shall be located on any one or more Lots nearer to the front Lot line or nearer to the side Lot line than the minimum setback set forth below:

1. Front Yard Setback - Fifteen (15) feet.

2. Side Yard Setback - Fifteen (15) feet, except that unsupported roofs and sun screens may project three (3) feet into the setback areas; provided that if a single building is constructed on two or more Lots, (or if a Site on which a single building was originally constructed is further subdivided into two or more Lots in accordance with the provisions of Section 9.05 of this Declaration) no side yard setback is required from interior Lot lines; provided further that, in any event, there shall be at least twenty (20) feet of open space between all buildings on the Property which area shall be a Side Yard Setback Area for the purpose of this Declaration. In the case of a corner lot, the street side setback shall be fifteen (15) feet, except that unsupported roofs and sun screens may project three (3) feet into the setback area. Interior Lot lines for a corner Lot shall be considered side Lot lines.

3. Rear Yard Setback - Fifteen (15) feet.

### **7.02 Site Coverage**

Maximum building coverage of fifty percent (50%) of a site is allowed. Parking structures shall not be calculated as building area; however, said structures shall be used only for the parking of company vehicles, employees' vehicles, or vehicles belonging to persons visiting the subject firm.

### **7.03 Number of Buildings per Lot**

For a period of five (5) years from the date of this Declaration, only one building, other than a parking structure to be used only as set forth in Section 7.02 of this Declaration, shall be erected on any one Lot, unless the erection and use of more one building on any one Lot is specifically approved and consented to by Declarant in writing.

### **7.04 Number of Tenants per Building**

For a period of five (5) years from the date of this Declaration, no building shall be occupied or used by more than three tenants or users simultaneously without the specific written consent of Declarant, nor shall more than two businesses be conducted simultaneously in any one building without the specific written consent of Declarant. The multiple occupancy and/or use of a building under this Paragraph does not change the character of the parcel, on which the building was constructed and the boundaries of which were used to determine compliance with this Declaration, as a site for the purposes of this Declaration.

## 7.05 Signs

No Sign shall be erected or maintained on the Property except in conformity with the following:

1. Signs visible from the exterior of any building may be lighted, but no Signs or any other contrivance shall be devised or constructed so as to rotate, gyrate, blink or move in any animated fashion. In no event shall any banners, pennants, political signs, portable signs, strings of lights (except for 4 weeks at Christmas), inflatable signs or tethered balloons be allowed. Any federal, state, municipal or company flags shall be located on one flagpole per site. The height of the flagpole shall not exceed twenty five (25) feet.

2. Signs shall be restricted to advertising only the person, firm, company or corporation operating the use conducted on the Site or the products produced or sold thereon. All Signs attached to the building shall be flush mounted.

3. Only one (1) single faced or double faced Sign shall be permitted per Street frontage. No Sign or combination of Signs shall exceed one (1) square foot in area for each six hundred (600) square feet of total Site area. However, no Sign shall exceed one hundred sixty (160) square feet in area per face. An additional twenty (20) square feet shall be allowed for each additional business conducted on the site.

4. A Sign advertising the sale, lease, or hire of the Site shall be permitted in addition to the other Signs listed in this section. Said Sign shall not exceed a maximum area of thirty-two (32) square feet.

5. No Ground Signs shall exceed five (5) feet above grade in vertical height. Also, Ground Signs in excess of one hundred (100) square feet in area (single face) shall not be erected. However, the above standards shall not apply to the Community Directional Sign, Special Purpose Sign, Construction Sign, or Future Tenant Identification Sign.

6. Wall Signs shall be fixture Signs (signs constructed separate of the building structure); Signs painted directly on the surface of the wall shall not be permitted.

7. A wall Sign with the individual letters applied directly shall be measured by a rectangle around the outside of the lettering and/or the pictorial symbol and calculating the area enclosed by such line.

8. One (1) Construction Sign denoting the architects, engineers, contractor, and other related subjects, shall be permitted upon the commencement of construction. Said Sign shall not exceed a maximum area of thirty-two (32) square feet.

9. A Future Tenant Identification Sign listing the name of future tenants, responsible agent or realtor, and identification of the Buffalo Commerce Center shall be permitted. Said Sign shall not exceed a maximum area of thirty-two (32) square feet.

10. Special Purpose Signs, used to give directions to traffic or pedestrians or give instructions as to special conditions, and Community Directional and/or Identification Signs, used to give directions to and identify areas within the Buffalo Commerce Center, shall be in conformity with applicable local ordinances and regulations.

11. Every sign shall be maintained in a safe, presentable and good structural material condition at all times, including the repair or replacement of defective parts, painting, repainting, cleaning

and other acts required for the maintenance of the sign.

#### 7.06 Parking

Each owner of a Site shall provide adequate off-Street parking to accommodate all parking needs for the Site. On-street parking will not be allowed in the Buffalo Commerce Center.

Required off-Street parking shall be provided on the Site of the use served, or on a contiguous Site or within two hundred (200) feet of the subject Site. Where parking is provided on other than the Site concerned, a recorded document shall be filed with the Declarant and signed by the owners of the alternate Site stipulating to the permanent reservation of the use of the Site for said parking.

All parking areas are to provide all weather, dust-free surfaces.

The following guide shall be used to determine parking requirements:

Office - Three (3) spaces for each one thousand (1,000) square feet of total office space (excluding such areas as pedestrian corridors, rest rooms, equipment areas).

Manufacture, Research and Assembly - Two (2) parking spaces for each three (3) employees, but in no event less than two (2) spaces for each one thousand (1,000) square feet of gross floor areas.

Warehouse - Two (2) parking spaces for each three (3) employees, but in no event less than one (1) space for each one thousand (1,000) square feet of gross floor areas for the first twenty thousand (20,000) square feet; one space for each two thousand (2,000) square feet of gross floor area for the second twenty thousand (20,000) square feet; one (1) space for each four thousand (4,000) square feet of gross floor area for areas in excess of the initial forty thousand (40,000) square feet of floor area of the building. If there is more than one shift, the number of employees on the largest shift shall be used in determining parking requirements.

Retail - Six (6) spaces for each one thousand (1,000) square feet of total office space (excluding such areas as pedestrian corridors, rest rooms, equipment areas).

#### 7.07 Landscaping

1. The Front Yard Setback Area of each Site shall be landscaped with an effective combination of street trees, trees, ground cover and shrubbery. All unpaved areas not utilized for parking shall be landscaped in a similar manner. The entire area between the curb and a point ten (10) feet in back of the front property line shall be landscaped, except for any access driveway in said area.

2. Side and Rear Yard Setback Areas not used for parking or storage shall be landscaped utilizing ground cover and/or shrub and tree materials.

3. Water conservation shall be encouraged in the Buffalo Commerce Center. Use of landscape schemes that require excessive amounts of watering shall be discouraged.

#### 7.08 Loading Areas

No loading docks shall be permitted on the front of any building and, except where a lot is bounded by three or more roads, no loading docks shall be permitted on the side of any building facing a road.

#### 7.09 Outdoor Storage and Waste Disposal

1. All outdoor storage shall be visually screened from access Streets, Interstates, and adjacent property. Said screening shall form a complete opaque screen up to a point eight (8) feet in vertical height but need not be opaque above that point. Outdoor storage shall be meant to include parking of all company owned and operated motor vehicles, with the exception of passenger vehicles. No storage shall be permitted between a frontage street and the building line.

2. All outdoor refuse collection areas shall be visually screened from access Streets, Interstates, and adjacent property by a complete opaque screen. No refuse collection areas shall be permitted between a frontage Street and the building line.

3. No materials or wastes shall be deposited upon a lot in such form or manner that they may be transferred off the lot by natural causes or forces.

4. All materials or wastes which might cause fumes or dust or which constitute a fire hazard or which may be edible by or otherwise be attractive to rodents or insects shall be stored outdoors only in closed containers.

#### 7.10 Telecommunications and Electrical Service

All "on site" electrical lines and telecommunication lines shall be placed underground. Transformer or terminal equipment shall be visually screened from view from Streets and adjacent properties.

#### 7.11 Nuisances

No portion of the Property shall be used in such a manner as to create a nuisance to adjacent Sites, such as but not limited to vibration, sound, electro-mechanical disturbance and radiation, electro-magnetic disturbance, radiation, air or water pollution, dust emission of odorous, toxic or noxious matter.

#### 7.12 Unused Land

All unused land area that is planned for future building expansion or other purposes shall be maintained and kept free of unsightly plant growth, stored material, rubbish and debris.

#### 7.13 Perimeter Access

No perimeter lot in the Subdivision shall be used at any time as a means of access from any of the streets in the Subdivision to any other lands not included in the Subdivision, excluding any right-of-way access as provided in easements filed and recorded with the Johnson County Clerk.

#### 7.14 Animals

The owner of each lot shall be required to keep all animals, for which the owner is responsible, within the confines of that lot.

#### 7.15 Zoning

Property Owners in the Buffalo Commerce Center shall be required to comply with the restrictions and covenants as specified in this Declaration, as well as conform with regulations as specified in the City

of Buffalo Zoning District; B-2 Business, adopted as of the date that this Declaration is filed.

#### 7.16 Changes to Standards

These general planning standards and regulations are subject to amendment, modification or termination by Sherd Lake, Inc. at any time with an approval recommendation by the Johnson County Planning Commission and approval by the Johnson County Board of County Commissioners.

### **8. PERFORMANCE STANDARDS**

It is the intent of these regulations to prevent land or buildings, including those permitted by right or special exception, from being used or occupied in any manner so as to create any dangerous, injurious, noxious or otherwise objectionable fire, explosive, noise or vibration; smoke, dust, odor or other form of air pollution; electrical or other disturbance; glare or heat; liquid or solid refuse or wastes; condition conducive to the breeding of rodents or insects; or other substance, condition or elements (all referred to herein as "Dangerous or Objectionable Elements") in a manner or amount as to adversely affect the surrounding area. Specifically, all uses shall operate in conformance with the limitations set forth in each subsection below:

#### 8.01 Vibration

No vibration shall be produced which is transmitted through the ground and is discernable without the aid of instruments at or at any point beyond the lot line; nor shall any vibration produced exceed 0.002g peak measured at or beyond the lot line using either seismic or electronic vibration measuring equipment.

#### 8.02 Air Pollution

1. There shall not be discharged into the atmosphere from any source any air pollutant in excess the levels as specified by State Air Quality Standards.

2. No person shall cause or permit any materials to be handled, transported, or stored in a manner which allows or may allow particulate matter to become in violation of State Air Quality Standards.

#### 8.03 Odors

Any condition or operation which results in the creation of odors of such intensity and character as to be detrimental to the health and welfare of the public or which interferes unreasonably with the comfort of the public shall be removed, stopped or so modified as to remove the odor.

#### 8.04 Fire and Explosion

All activities and all storage of flammable and explosive materials at any point shall be provided with adequate safety and fire fighting devices in accordance with all Local, State and Federal Fire Prevention codes.

#### 8.05 Glare and Heat

1. No direct or sky-reflected glare, from high temperature processes such as combustion or welding or otherwise, so as to be visible at the lot line, shall be permitted. Direct illumination from any

light source shall not exceed .5 footcandles beyond any property boundary.

2. There shall be no emission of heat or heated air so as to be discernible at the lot line.

#### 8.06 Noise

All noise shall be suppressed or muffled so as not to be objectionable due to intermittence, beat frequency or shrillness. Adequate structural arrangements shall be provided, by the lot owner, so that sounds generated at levels that are higher than prescribed in this section can be attenuated.

In no event shall the sound-pressure level of noise radiated continuously from a facility at night-time exceed at the lot line the values given in Table I (set out hereafter) in any octave band of frequency. However, where the lot line adjoins or lies within twenty-five feet of the boundary of a residence property the sound-pressure levels of noise radiated at night-time shall not exceed at the lot line the values given in Table II (set out hereafter) in any octave band of frequency. The sound-pressure level shall be measured with a Sound Level Meter and an Octave Band Analyzer that conform to specifications published by the American Standards Association. (American Standards Sound Level Meters for Measurement of Noise and Other Sounds, Z24.3-1944, American Standards Association, Inc., New York, N.Y. and American Standard Specification for an Octave Band Filter Set for the Analysis of Noise and Other Sounds, Z24.10-1953, American Standards, Inc., New York, N.Y. shall be used).

TABLE I

Maximum permissible sound-pressure levels at the lot line for noise radiated continuously from a facility between the hours of 7 P.M. and 7 A.M.

<b>Frequency Band Cycles Per Second</b>	<b>Sound Pressure Level Decibels re 0.0002 dyne/cm<sup>2</sup></b>
20-75	69
75-150	60
150-300	56
300-600	51
600-1200	42
1200-2400	40
2400-4800	38
4800-10000	35

If the noise is not smooth and continuous and is not radiated between the hours of 7 P.M. and 7 A.M., one or more of the corrections in Table III below shall be added to or subtracted from each of the decibel levels given above in Table I.

TABLE II

Maximum permissible sound-pressure levels at a lot line for noise radiated continuously from a facility between the hours of 7 P.M. and 7 A.M., where the lot line adjoins or lies within twenty-five feet of the boundary of a residential property.

<b>Frequency Band Cycle Per Second</b>	<b>Sound Pressure Level Decibels re 0.0002 dyne/cm:</b>
20-75	65
75-150	50
150-300	43
300-600	38
600-1200	33
1200-2400	30
2400-4800	28
4800-10000	26

If the noise is not smooth and continuous and is not radiated between the hours of 7 P.M. and 7 A.M., one of the plus corrections in Table III below shall be added to each of the decibel levels given above in Table II. The minus corrections shall apply to all hours of operation and shall be subtracted from each of the decibel levels given in Table II.

TABLE III

<b>Type of Operation in Character of Noise</b>	<b>Correction in Decibel</b>
Noise source operates less than 5% of any one-hour period	plus 10*
Noise source operates less than 1% of any one-hour period	plus 15*
Noise of impulsive character (hammering, etc.)	minus 5
Noise of periodic character (hum, speech, etc.)	minus 5

\* Apply one of these corrections only.

#### 8.07 Electromagnetic Radiation

It shall not be permitted to operate, or cause to be operated, any planned or intentional source of electromagnetic radiation for such purposes as communication, experimentation, entertainment, broadcasting, heating, navigation, therapy, vehicle velocity measurement, weather survey, aircraft detection, topographical survey, personal pleasure, or any other use directly or indirectly associated with these purposes which does not comply with the then current regulations of the Federal Communications Commission regarding such sources of electromagnetic radiation.

Further, said operation in compliance with the Federal Communications Commission shall not be allowed if such radiation causes an abnormal degradation in performance of other electromagnetic radiators or electromagnetic receptors of quality and proper design because of proximity, primary field, blanketing, spurious reradiation, harmonic content, modulation or energy conducted by power or telephone lines. The determination of "abnormal degradation in performance and of quality and proper design" shall be made in accordance with good engineering practices as defined in the latest principles and standards of the American Institute of Electrical Engineers, the Institute of Radio Engineers, and the Electronic Industries Association. In case of any conflict between the latest standards and principles of the above groups, the following precedence in the interpretation of the standards and principles shall apply: (1) American Institute of Electrical Engineers, (2) Institute of Radio Engineers, and (3) Electronic Industries Association.

#### 8.08 Changes to Standards

These general performance standards and regulations are subject to amendment, modification or termination by Sherd Lake, Inc. at any time with an approval recommendation by the Johnson County Planning Commission and approval by the Johnson County Board of County Commissioners.

### **9. MISCELLANEOUS PROVISIONS AND ADDITIONAL RESTRICTIONS**

#### 9.01 Constructive Notice and Acceptance

Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of said property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said property.

#### 9.02 Rights of Mortgagees

All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon land subject to these restrictions, and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of said property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser of such sale, and his successors and assigns, shall hold any and all property so purchased subject to all of the restrictions, covenants and other provisions of this Declaration.

#### 9.03 Addition of Territory

Declarant may at any time or from time to time during the pendency of these restrictions add land



to the Property which is covered by this Declaration, and upon the recording of a notice of addition to territory containing the provisions set forth in Section 9.04 of this Section 9, the covenants contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration; and thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the owners, lessees and occupants of parcels within the added land shall be the same as in the case of the original land.

#### 9.04 Notice of Addition

The notice of addition to property referred to in Section 9.03 of this Article VIII shall contain the following provisions:

1. A reference to this Declaration, which reference shall state the date of recording hereof and the book or books of the records of Johnson County, Wyoming, and page numbers, where this Declaration is recorded.
2. A statement that the provisions of this Declaration shall apply to the added property in the manner set forth in Section 9.03 of this Section 9; and
3. An exact description of the added property.

#### 9.05 No Lot Splits

Each and every Site shall consist of at least one whole and entire Lot. No owner shall initiate action, unless specifically approved by the Declarant, to reduce the size of any Lot or further subdivide any Lot within five (5) years from the date of this Declaration. County regulations do not allow subdividing of lots within a recorded subdivision without going through the county subdivision process.

IN WITNESS WHEREOF, the undersigned has executed this Declaration at Buffalo, Wyoming on the 7<sup>th</sup> day of FEBRUARY, 1995.

SHERD LAKE, INC.

By: *Kenneth R. Reid*

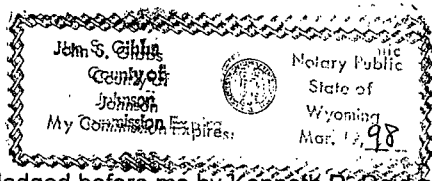
Kenneth R. Reid  
President - Sherd Lake, Inc.

Attest: *Patricia D. Reid*

Patricia D. Reid  
Secretary/Treasurer

This corporation operates without a seal

STATE OF WYOMING )  
 ) ss.  
COUNTY OF JOHNSON )



The foregoing instrument was acknowledged before me by Kenneth R. Reid and Patricia D. Reid this 8<sup>th</sup> day of Feb, 1995.

Witness my hand and official seal *John S. Gilhe*

My commission expires: 3-19-98