

Sunset Business Park Addition
To the City of Buffalo

AMENDED
GENERAL DECLARATION OF COMMERCIAL COVENANTS

This Amended Declaration is made this 16th day of June, 2011, by Buffalo Sunset, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "the Developer.")

1. RECITALS

The Developer is the owner of certain real property described on that certain Plat of Sunset Business Park Addition to the City of Buffalo, Johnson County, Wyoming, according to the plat recorded on March 3, 2008, in Hanging File Page 299 in the office of the County Clerk of Johnson County, Wyoming, more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 1; Lots 1, 2, 3, 4, 5, 6, 7 and 8 in Block 2;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 3 of the Sunset Business Park Addition to the City of Buffalo, Johnson County, Wyoming (Lot 1, Block 2 owned by third party);

which property is known as "Sunset Business Park Addition to the City of Buffalo," (hereafter referred to as "Subdivision") located in Johnson County, Wyoming.

This Amended Declaration completely and fully amends and replaces all of the conditions, covenants, restrictions and terms of the original Declaration recorded in Book 86A-65 of Miscellaneous Records, pages 495-512, in the office of the County Clerk, Johnson County, Wyoming with respect to each and every lot described above.

In order to establish a general plan to provide for the high quality of improvement and development of Sunset Business Park, the Developer desires to impose mutual, beneficial covenants. Each lot within Sunset Business Park shall be held, improved and conveyed subject to these covenants which shall be enforceable in accordance with this Amended Declaration, by the Developer, and by each owner of a lot or lots of real property within the Sunset Business Park.

These covenants shall govern all lots shown on the above-referenced Plat, which Lots shall be known as the "Sunset Business Park", and such additions as hereafter may be made pursuant to Section 8.2 hereof.

2. GENERAL PROVISIONS

2.1 Establishment of Restrictions and Covenants

The Developer, for itself and its successors and assigns, hereby declares, the Sunset Business Park, and such additions as hereafter may be made pursuant to the provisions of Section 8.2 hereof, 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

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COUNTY OF JOHNSON } SS Doc Number: 111654
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Johnson County Clerk
By Mary K. Roach Asst., Deputy

and are for and shall inure to the benefit of and pass with each and every lot of the Sunset Business Park and apply to and bind the heirs, assignees and successors in interest of each and every owner of a lot or lots of the Sunset Business Park.

2.2 Purpose of Covenants

It is the intent and purpose of these covenants to:

(a) 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, materials 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.

(b) Provide for a means of enforcement of the covenants.

2.3 Definitions

(a) Lot - shall mean and refer to any of the separate plots of land designated by a number upon any recorded map of the Subdivision.

(b) Sunset Business Park - Lots 1-9, Block 1; Lots 1-8, Block 2; Lots 1-10 Block 3, Sunset Business Park Addition to the City of Buffalo, Johnson County, Wyoming, located in Section 25, Township 51 North, Range 82 West, 6th P.M., according to the plat recorded on March 3, 2008, in Hanging File No. Page 299 in the office of the County Clerk of Johnson County, Wyoming.

(c) Side and Front of Lots - The Front of a Lot, except a corner Lot, is the portion thereof facing on any street. As to corner Lots, the narrowest frontage of a Lot facing the street is the Front, and the longest side facing the intersecting street in the Side, irrespective of the direction in which the structures face.

(d) 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 to, otherwise fastened or affixed. A sign placed directly on or in the ground shall be referred to as a "ground sign".

(e) Site - All contiguous lots under one ownership and tenancy; provided, however, that multiple occupancy of a building does not destroy a Parcel's character as a Site.

(f) Streets - Reference to all streets or rights-of-way within this declaration shall mean dedicated vehicular rights-of-way.

(g) Plat - References to the term "Plat" mean that certain Plat of Sunset Business Park Addition to the City of Buffalo, recorded on March 3, 2008 in Hanging File Page 299 in the office of the County Clerk of Johnson County, Wyoming.

3. DEVELOPMENT STANDARDS

3.1 Set backs

No building shall be located within 15 feet of front, side or rear property lines. Where City of Buffalo setback requirements are more restrictive, City of Buffalo code will apply.

3.2 Plat Covenants

Easements for the installation, repair, re-installation, replacement, and maintenance of utilities are reserved as provided on the recorded Plat. Said easements are hereby dedicated, granted and conveyed to all public utilities and cable suppliers, privately or publicly owned, now or hereafter providing utility and television services to the subdivision or any Lot therein, and to the successors and assigns of said utility companies, each in common with others having a similar right, for the purpose of installing, repairing, re-installing, replacing and maintaining water, sewer, electrical, gas, communications, television and other utility services, provided that all such utilities shall be installed underground. Within these easements no structure, or other permanent fixture shall be placed or permitted to remain which may damage or interfere with the utility systems. The easement area of each lot shall be maintained by the owner of the lot except for the improvements for which the utility company is responsible.

Additional covenants specific to individual lots are designated on said Plat. The Plat covenants are incorporated by reference herein.

3.3 Excavation and Mining

No excavation for stone, sand, gravel or earth may be made on any lot, except for such excavation as may be necessary in connection with the erection of a permitted building thereon. No mineral development, oil or gas drilling, oil or gas development operations, quarrying or mining operation of any kind shall be permitted on any Lot.

3.4 Signs

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.

3.5 Parking

Each owner of a Site shall provide adequate off-Street parking to accommodate all parking needs for the Site. All parking areas shall be paved and provide all weather, dust-free surfaces.

3.6 Landscaping

(a) The Front Yard Setback Area of each Site shall be landscaped with an effective combination of 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.

(b) Side and Rear Yard Setback Area not used for parking or storage shall be landscaped utilizing ground cover and/or shrub and tree materials.

3.7 Outdoor Storage and Waste Disposal

(a) All outdoor storage shall be visually screened from access Streets, highways, 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.

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

(c) 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.

(d) 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.

3.8 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.

3.9 Nuisances

No portion of the Sunset Business Park 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, electromagnetic disturbance, radiation, air or water pollution, dust emission of odorous, toxic or noxious matter.

3.10 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, and shall be landscaped according to the standards set forth herein.

3.11 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 except Lot 9, Block 1, may be divided and all or any portion of said lot may be dedicated as a public street or used as a private roadway.

3.12 Animals

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

3.13 Zoning

Property Owners in the Sunset Business Park shall be required to comply with the restrictions and covenants as specified in this Declaration, as well as conform with the regulations as specified by the City of Buffalo Zoning requirements adopted as of the date that this Declaration is filed.

4.0 Lighting Guidelines

Site lighting design and fixtures shall comply with the requirements approved as part of the City of Buffalo Development Standards. Site lighting shall be designed to provide adequate lighting on the site and provide security for people and property, and promote a unified appearance throughout the development.

5. 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.

5.1 Vibration

No vibration shall be produced which is transmitted through the ground and is discernable without the aid of instruments at, or 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.

5.2 Air Pollution

(a) There shall not be discharged into the atmosphere from any source any air pollutant in excess of levels specified by State Air Quality Standards.

however that only the Developer or its assignees shall have the right to exercise the discretionary powers herein reserved to the Developer.

6.2 Enforcement

Violation or breach of any condition, covenant and/or restriction herein contained shall give to the Developer, and every other owner of property for whose benefit these covenants are expressly made, the right 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 covenants to enjoin or prevent them from doing so, to cause said violation to be remedied or to cover damages for said violation.

7.3 Inspection

Upon reasonable notice to the property owner, the Developer may from time to time at any reasonable hour or hours, enter and inspect any property subject to these restrictions to ascertain compliance therewith.

7.4 Waiver of Invalidation

Any waiver of failure to enforce any provision of these covenants in particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation and 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 Sunset Business Park or of any other provision of these covenants. Invalidation by a court adjudication of any provision of these covenants shall not affect the validity of any other provision and all other provisions thereof shall remain in full force and effect.

8. TERM, TERMINATION AND MODIFICATION

8.1 Term

This Declaration, every provision hereof and all covenants contained herein shall continue in full force and affect for a period of thirty (30) years from the date hereof, unless otherwise specifically provided. Thereafter, the Declaration shall be automatically extended for successive periods of ten (10) years each unless an instrument, signed by the then owners of 75% of the lots, terminating said Declarations has been filed and recorded.

8.2 Termination and Modification

This Declaration, every provision hereof and all CCR's contained herein, may be extended, modified or amended, as to the whole of said property or any portion thereof, with the written consent of the owners of 75% of the lots within the Sunset Business Park.

(b) 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.

5.3 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.

5.4 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.

5.5 Glare and Heat

(a) No direct to 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 foot candles beyond any property boundary.

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

5.6 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 exceed the maximum level allowed by City of Buffalo regulations.

6. COVENANTS RUN WITH LAND: ENFORCEABILITY

6.1 Subject Property

These covenants shall run with the land. The Developer covenants, and agrees to hold such land retained by it within Sunset Business Park, subject to these covenants 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.

These covenants shall be jointly and severally enforceable by the Developer and its successors and assigns and by the Grantee, and its successors and assigns, provided

9. MISCELLANEOUS PROVISIONS AND ADDITIONAL RESTRICTIONS

9.1 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.

9.2 Compliance with Laws

Owner shall not allow, and is strictly liable and responsible for, any activity that occurs on Owner's Lot that is in violation of any law, ordinance, statute, rule or regulation of any governmental entity or agency.

9.3 Remedies Cumulative

All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

IN WITNESS WHEREOF, the undersigned has executed this Amended Declaration at Buffalo, Wyoming on the 16th day of June, 2011.

BUFFALO SUNSET, LLC

By *Elizabeth J. Kirven*
ELIZABETH J. KIRVEN
Managing Member

STATE OF WYOMING }
County of Johnson } ss.

The foregoing instrument was acknowledged before me by **ELIZABETH J. KIRVEN, Managing Member of BUFFALO SUNSET, LLC, a Wyoming limited liability company,** who acknowledged said instrument to be the free act and deed of said company, this 16th day of June, 2011.

Witness my hand and official seal



My Commission Expires: 11-18-11

Spencer L. Gladish
Notary Public