DECLARATION OF PROTECTIVE COVENANTS

FOR

COLLEGE BUSINESS PARK, 2ND FILING

THIS DECLARATION OF PROTECTIVE COVENANTS is made by S&S Builders, LLC, a Wyoming limited liability company, and S&S Concrete, Inc., a Wyoming corporation, collectively referred to herein as the "Declarant," for themselves, their successors, grantees, and assigns this 17 day of May, 2011.

ARTICLE I

PROPERTY DESCRIPTION

Section 1. Declarant is the owner of the following real property (the "Property") located in the City of Cheyenne, Laramie County, Wyoming described as:

A replat of the North Half of Tract 217, Less the West 27 Feet Thereof; and the North half of Tract 218, less the East 17 Feet thereof, Sunnyside Addition, 6th Filing, City of Cheyenne, Laramie County, Wyoming

and depicted and described on the final plat recorded in the real estate records of Laramie County in Book of Plat Maps as Reception No.523222, Book 8, page 100 (hereinafter referred to as the "Plat.")

ARTICLE II

OBJECTS AND PURPOSES

The Property is hereby made subject to the following covenants, conditions, restrictions, reservations, charges, liens and easements, all of which shall be deemed to run with the Property and each and every portion thereof, to ensure proper use and appropriate development, improvement and maintenance of the Property so as to:

Section 1: Protect the Owners and tenants of Lots against such improper development, alteration and/or use of surrounding Lots as will depreciate the value and use of their Lots.

Section 2: Encourage and ensure the construction of attractively designed permanent improvements or alterations appropriately located with the Property in order to maintain harmonious appearance and function.

Section 3: Provide adequate and properly maintained parking areas and facilities.

Section 4: Ensure the provision of adequate and suitable landscaping.
Section 5: Provide for the maintenance of all Shared Areas and all Shared Facilities by the Association and/or to provide for certain types of maintenance by the Association on Lots owned by individual Owners.

ARTICLE III

DEFINITIONS

Section 1: “Association” shall mean and refer to the College Business Park, 2nd Filing Owners Association, a Wyoming Non-profit Corporation, its successors and assigns. The Association shall act by and through its Board of Directors and its elected officers. The membership of the Association shall be made up of all Lot Owners.

Section 2: “Shared Area” shall mean and refer to those areas within the development that are owned by a Lot Owner but use thereof is reserved to all the Owners of Lots within the development by way of easement as provided herein. These areas shall include parking lots, landscaping, sidewalks, storm water detention areas and all other areas outside the exterior wall of the Buildings constructed by the Lot Owners and intended for Shared use and enjoyment of the Owners. Shared areas shall not include the exterior siding or roofs of the Buildings.

Section 3: “Shared Facilities” shall be those facilities used in the maintenance of the Shared Areas, even if located on a specific Lot of an Owner, including the following:

A. Signs used by all Lot Owners (excluding individual business signs installed by Lot Owners), benches, fences, landscaping and trash containment enclosures located in the Shared Areas and similar items installed by the Declarant or Owners which are available for use by all the Owners as provided in this Declaration;

B. Street and parking lot pavement, curbs, gutters, sidewalks and light poles and lighting located on the Shared Areas.

C. The landscape irrigation equipment and systems.

D. Any other item declared to be Shared Facilities by the provisions of this Declaration either currently or hereafter.

Section 4: “Shared Expense” shall mean and refer to the cost of maintaining and operating the Shared Areas and Shared Facilities, which costs shall include by way of illustration and not by limitation, removal of trash, rubbish and debris; snow removal; sign maintenance and lighting, Shared Area and Shared Facility lighting; painting and maintenance of the parking lot; irrigation and care of the landscape; legal and accounting fees incurred by the Association; utilities; payment of any deficit remaining from a previous assessment to the Shared Areas and Shared Facilities; the creation of a reasonable contingency reserve, sinking or surplus fund; public liability and other insurance on Shared Areas, or other sums declared to be Shared Expenses by the provision of this Declaration and all other sums lawfully assessed by the Association pursuant to the Articles of Incorporation and By-Laws of the Association.
Real and Personal Property taxes and special assessments assessed against each of the Lots shall not be a Shared Expense.

Section 5: "Declarant" shall mean and refer to S&S Builders, LLC and S&S Concrete, Inc., their successors and/or assigns, if such successor or assigns are Owners of any portion of the Property and are designated by S&S Builders, LLC or S&S Concrete, Inc. to perform the obligations of the Declarant hereunder.

Section 6: "Lot" shall mean and refer to a parcel of land shown on the Plat. If any Lot is subsequently divided, a Lot shall include all Lots created by the division. There shall initially be four (4) Lots although the design of the Buildings allows for a maximum of seven (7) Lots in the development. A portion of each Lot used as parking areas, sidewalks, landscaping, storm water drainage and utility easements as depicted on the Site Plan shall be utilized as Shared Area and shall serve and be available for use of the Owners of the Lots.

Section 7. "Building" shall mean and refer to the structure constructed on the Lot. It shall also include an portion of a building created as a result of the split or division of any Lot shown on the Plat.

Section 8: "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to Lot (either as shown on the Plat or as subsequently divided), but excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

Section 9: "Owners' Membership Interest" shall be determined by a ratio of the actual square footage of the Owner's Building (the numerator) divided by 22,110, the actual total square footage of all the Buildings or Proposed Buildings (the denominator). The "Owners' Membership Interest" may be adjusted if any Buildings are constructed on a Lot that is subsequently divided. For Example, if Lot 3 is divided into two (2) Lots, the Owners' Membership Interest shall be the ratio of the actual square footage owned after the division of Lot 3 (the numerator) divided by 22,110.

Section 10: "Property" shall mean the property described in Article I hereof.

Section 11: "Site Plan" shall mean and refer to the final Site Plan for the Property prepared by Summit Engineering, LLC of Cheyenne, Wyoming, which Site Plan contains the gross square footage of Lot within the Property, the landscaping percentage, parking spaces, green area and sidewalks.

Section 12: "Bylaws" shall mean the Bylaws of the College Business Park, 2nd Filing Owners' Association.
ARTICLE IV
USES

Section 1: Permitted Uses: The uses to which the Lots on the Property may be put include: general office space and the retailing or wholesaling of goods or the provision of services when the sale and storage of supplies and equipment are conducted within the building.

Section 2: Prohibited Uses: No bars, cocktail lounges liquor stores, adult entertainment establishments shall be located on the Property. There will be no residential or industrial uses allowed.

Section 3: Nuisances: No noxious or offensive activities shall be conducted on any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owner or Occupant of any other Lot within the Property.

ARTICLE V
MAINTENANCE AND ALTERATION OF BUILDINGS

Section 1. Submission to Association. No alteration, painting, residing or other modification to the exterior of any Building on the Lot shall be performed unless the plans and specifications therefore have been first submitted to and approved in writing by the Association.

Section 2. Standards. In determining whether to approve or disapprove plans and specifications submitted to it, the Association shall use its best judgment to ensure that all repairs or alterations conform to and harmonize with the requirements and restrictions of this Declaration. Approval shall be based upon such factors, including, but not limited to, the following: reasonable aesthetic appeal, conformity and harmony of exterior design with other structures within the development, the requirements on file with the City of Cheyenne, Wyoming with respect to the construction of the Buildings upon the Lots, the integrated nature of the improvements on a particular Lot, and the relationship of the topography, grade and finished ground elevation of the Lot being improved to that of contiguous Lots.

Section 3. Approval. Any approval or permission granted by the Association shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant, and any approval or permission granted by the Association shall not in any way be construed to mean acceptance of any submission to any private or governmental agency.

The Association shall, if requested, make reasonable efforts to assist and advise the applicant in achieving an acceptable submittal. In the event the Association failed to approve or disapprove any submittal within thirty (30) days after delivery of the submittal to the Association, approval will not be required and the provisions of this Article will be deemed to have been complied with.
Section 4. Liability of Association. The Association shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this Article provided only that the Association act in good faith.

Section 5. Temporary Structures. No temporary building or other temporary structure shall be permitted on any Lot; provided, however, that construction trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of a permanent Building. Said structures shall be placed as inconspicuously as practicable, shall cause not inconvenience to Owners or occupants of other Lots and shall be removed in a timely manner following completion of the improvement or alteration.

Section 6. Completion of Construction. Once begun, any improvement or alteration approved by the Association shall be diligently prosecuted to completion. The Association shall have the authority to set the time for completion of any improvement or alteration on a case by case basis.

Section 7: Enforcement. If the Association is not satisfied with the alteration or maintenance of any Building on any Lot, or in the event such improvement is constructed or without the approval of the Association and is in violation of the terms of these Covenants, the Association shall so notify the Owner in writing and the Owner shall have thirty (30) days thereafter in which to correct the defect. If, in the opinion of the Association, the Owner has failed to bring any such defect up to the standards established by these Covenants within said thirty (30) day period, the Association may order the necessary work performed at the Owner's expense; multiple Owners of Lots shall be jointly and severally liable for such expenses. Said expenses shall represent a lien against the Lots which may be enforced as provided in Article VII hereof.

Section 8. Exterior Lighting. Exterior lighting shall be installed on each Building as deemed necessary by the Association for security and safety purposes. The Owners of each Lot will be required by the Association to keep the exterior lights on the Owner's building illuminated during such hours as determined by the Association for security and safety purposes.

No colored or flashing lights shall be permitted outside or in the windows of any building except with respect to any required illumination of emergency facilities or as otherwise authorized by the Association.

Section 9. Signs.

A. Temporary Development Signs. Two (2) temporary development/sales signs shall be allowed to be placed on the site by the Declarant which will be removed within sixty (60) days following the sale of the last developable lot within College Business Park 2nd Filing.

B. Business Signs. Each building within the development will be constructed in a manner that reserves space on the entrance side of the Building and/or on the rear of a
Building that faces College Drive that will accommodate an exterior wall sign for the owner of each Building. All wall signs shall not exceed thirty-six (36) square feet and shall first be approved by the Declarant until the development is completed and thereafter by the Board of Directors of the Association. No individual business signs shall be on the building fascia or roofs. No flashing, blinking or animated sign of any type shall be permitted except with respect to any emergency medical facilities located on the Lot or as otherwise authorized by the Association in writing.

C. Monument Signs. The developer may install a single permanent entrance sign on Lot 1 located near the entrance Rawlins Street. The sign shall not exceed 8 feet by 8 feet. The developer may also install up to two (2) permanent monument style signs, one located in the Shared Area at the southwest corner of the development and the other in a location to be determined by the developer in the future. These monument signs shall contain space for a Lot Owner, at its sole expense, to affix a sign of equal size with other Owners, containing its name, logo and description of services offered by the Lot Owner. The monument signs shall meet the sight triangle and size requirements of the Cheyenne City Code.

All logo signs placed within the monument signs shall conform in style and general appearance with other signs and the frame. All entrance and development signs will be of similar architecture and design integrity of the development and must be approved by the developer until the development is completed and thereafter by the Board of Directors of the owners association.

The Developer may also affix a logo sign in Lot 1 fronting College Avenue containing the name of the business park only.

D. Temporary Sales or Rent Signs. Temporary sales or rent signs after final development shall be permitted on each Lot. Each temporary sales or rent sign shall not exceed 21” x 36” in size.

E. Directory Signs. Directory signs shall be permitted throughout the development as specified by the Association and as approved by the individual Owner upon whose Lot the directory sign may be placed.

F. Approval. All signs to be installed by the Lot Owners must be approved by the Directors of the Association.

Section 10: Radio and Television Antennae or Dishes. No exterior television antenna, or radio antenna shall be placed, allowed or maintained upon any portion of any structure located upon a Lot, or any portion of the Property without the express written consent of the Association. A satellite transmitted or receiving devises no larger than 18 inches in diameter may be installed on the back one-half of the sides of the Building or on the back side of the Building. The granting or denying of the right to install televisions or radio antennae shall be within the sole discretion of the Association and shall be subject to such terms and conditions as
the Association may require, including, but not limited to, adequate screening of such items to remove them from view of the guests, invitees, occupants and Owners of the Lots.

Section 11: Utility Connections. All electrical and telephone connections and installation of wires to Buildings shall remain underground from the nearest available source. No privately owned transformer, meter or other apparatus shall be located on any power pole or hung from the outside of any Building, but shall be placed on grade and shall be adequately screened in accordance with the requirements of the Association.

Section 12: Variances. The Association may grant variances from the requirements of these Protective Covenants due to extraordinary or exceptional situations or conditions, provided that such relief does not impair the intent or purpose of these Covenants, and the Association may waive any provision of these Covenants if necessary to effectuate the objectives of these Covenants, which waiver shall extend to all Lots within the Property.

ARTICLE VII

ASSESSMENTS

Section 1: General Assessments. The Association may assess each Owner for his or its share of Shared Expenses. Each Owner shall be subject to a monthly assessment equal to the total estimated Shared Expenses multiplied by the Owners’ Membership Interest. Due to the lack of historical data, the Declarant imposes a monthly assessment for the calendar year 2011 at $.06 per square foot of Building space owned.

For calendar year 2012 and thereafter, the Association shall estimate the amount of the monthly assessment against each Lot at least thirty (30) days in advance of the assessment year and fix the monthly payment amount. Written notice of the assessment shall be sent to every Owner at the address provided to the Association by the Owner. At the end of each one (1) year period or at such shorter period as the Association shall determine to be appropriate, the Association shall determine the exact Shared Expense for said period and shall charge or credit each Owner in the next assessment year for the difference between the actual Shared Expenses and the estimated Shared Expenses during said period.

Section 2. Declarant Not Obligated to Pay Assessments. Declarant shall not be liable for the monthly assessment while it is an owner of any Lots. In lieu of the obligation to pay the monthly assessments, Declarant shall pay the sum of $500 to the Association upon the closing of the sale of each Lot.

Section 3: Special Assessments. In addition to the general assessments authorized above, the Association may levy in any year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of the Shared Areas or Shared Facilities; provided, however, that any such assessment shall be approved by a vote of the majority (greater than 50%) or more of the Owners.
Section 4: Owners' Liability for Payment of Assessments and Liens. With the exception of the Declarant, each Owner of any Lot, by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay all assessments made pursuant to these covenants, specifically including all assessments for maintenance, operation, repair and replacement of the Association's improvements. Such assessments, together with interest, costs and reasonable attorneys' fees, shall be charged upon the land and shall, after the due date thereof, be a continuing lien upon the Lot against which it is made and shall also be the personal obligation of the Owner of such Lot at the time the assessment is due. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Owner may exempt himself from liability for the payment of such assessment by waiver of the use of the Shared Areas, Shared Facilities or Association's improvements. The grantee of a Lot shall be jointly and severally liable with the grantor (except for Declarant) for all unpaid assessments against a Lot assessed and due prior to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee; provided, however, that upon written request, any such prospective grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments, if any, with respect to the subject Lots, and the amount of any credit for advance payments or for prepaid items. Such statement shall be conclusive upon the Association.

Section 5: Effect of Nonpayment of Assessment; Remedies of the Association. If an Owner shall fail or refuse to pay any Assessment within thirty (30) days of the date such assessment becomes due, the amount thereof shall constitute a lien on that Owner's Lot; and upon the recording of notice thereof by the Association, such lien shall be constituted upon such Owner's interest in said Lot prior to all other liens and encumbrances, recorded or unrecorded, except (i) taxes, special assessments and special taxes thereon or thereafter levied by any political subdivision or municipal corporation of this state and any other state or federal taxes which by law are a lien on the interest of such Owner prior to pre-existing recorded encumbrances thereon; and (ii) all sums owing to a First Mortgagee pursuant to the terms of the First Mortgage of record, including all unpaid obligatory sums as may be provided by such encumbrance, and including additional advances made thereon prior to the arising of this lien. To evidence such lien for unpaid assessments, the Association shall prepare a written notice setting forth the amount, the name of the Owner of the Lot and a description of the Lot. Such notice shall be signed on behalf of the Association and shall be recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming. Such lien shall attach from the date of recording in the Office of the Clerk and Recorder and may be enforced by foreclosure by the Association of the defaulting Owner's Lot in like manner as mortgages upon real property. In any such foreclosure, the Owner shall be required to pay all of the costs and expenses of such proceedings, the cost, expenses and attorneys' fees for filing the notice of claim of lien and all reasonable attorneys' fees incurred in connection with such foreclosure. In addition, any unpaid assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date such assessment was due. The Owner shall also be required to pay any assessments due and owing during the period of foreclosure, and the association shall be entitled to the appointment of a receiver to collect the same. The association on behalf of the Owners, shall have the right to bid on the Lot at the foreclosure sale and to acquire, hold, lease, mortgage and convey the same. Any encumbrancer holding a lien on the Lot may, but shall not be required to, pay any unpaid assessments due and owing with respect thereto; and upon such payment, such encumbrancer
shall have a lien on such Lot for the amounts paid of the same rank as a lien of his or its' encumbrance. Notwithstanding any provision to the contrary contained herein, in the event a First Mortgagee acquires title to a Lot by foreclosure, deed in lieu of foreclosure or otherwise, the amount of assessments due as of the date of the transfer of title to the First Mortgagee shall be extinguished, and such amount shall be deemed to be a Shared Expense assessable against and collectible from all other Owners of Lots within the College Business Park, without prejudice to the right of the Association to recover such amount from the former Owner whose Lot was foreclosed.

**ARTICLE VIII**

**ASSOCIATION**

Section 1: **Membership.** Every Owner of a Lot, including any portion of a divided Lot, shall become a member of the Association upon acquisition of said Lot. Membership shall be appurtenant to and may not be separated from ownership of the Lot. Membership shall pass by operation of law upon the sale of such Lot, which sale may be by deed or by installment land contract. Declarant shall also be a member of the Association until all Lots are sold. Declarant’s Membership interest shall be calculated in the same manner as provided for in Article III, Section 9 for the Owners.

Section 2: **Preferential Voting Rights.** The Association shall have two (2) classes of voting membership:

A. **Class A.** Class A members shall be all members with the exception of S&S Builders, LLC. Each Class A member shall be entitled to cast one vote for each percentage of the Owner’s Membership Percentage owned. For example, an Owner whose Owner’s Membership Interest is 20 percent shall be entitled to cast 20 votes. In the event a Lot, or any portion thereof, is owned by more than one person or entity, voting rights shall be determined according to the owners of said Lot.

B. **Class B.** The Class B member shall be the S&S Builders, LLC. The Class B members shall be entitled to cast 2 votes for each percentage of the Owner’s Membership Interest held by the Declarant.

The Class B membership shall cease and be converted to Class A membership upon the sale of the final Lot in the College Business Park 2nd Filing, or earlier if the Class B member, in its sole discretion, chooses to so convert its membership.

Section 3: **Voting.** All assessments for Shared Expenses and other business of the Association shall be determined by a vote of the Owners at a meeting called for such purpose upon written notice by any one (1) Owner to all other Owners not less than ten (10) days nor more than fifty (50) days in advance of such meeting. To conduct business at such meeting, the presence in person or by proxy of the Owners representing thirty percent (30%) of the Lot Owners (without regard to class voting) shall constitute a quorum of the Owners. Except as otherwise provided in these Covenants, all matters at such meeting shall be adopted or approved...
by the affirmative vote of the Owners representing a majority of the votes entitled to be cast at such meeting as determined in accordance with the provisions of Section 2 above. The Association may adopt such By-Laws as the members deem appropriate for the conduct of such meetings and the management of the affairs of the Association. In the event that multiple Owners of one (1) or more Lots shall be entitled to vote on any matter involving the Association as set forth herein, then all such Owners of such Lots must vote in the same manner, and in the event of a dispute as to the manner in which such vote is to be cast, such vote shall be disregarded for purposes of these covenants.

ARTICLE IX

EASEMENTS, SHARED AREAS AND SHARED FACILITIES

Section 1: Ownership of Shared Areas. Those areas defined as Shared Areas and Shared Facilities in Article III and depicted on the Plat shall not be under separate ownership by an association or other entity. Rather, the Shared Areas and Shared Facilities within each Lot shall be owned by individual Lot Owners who shall permit the use of these areas and facilities by the other Owners for the purposes described herein. Every Owner within the development shall have a right and easement of use and enjoyment in and to these areas. It is hereby acknowledged that said easement shall exist in perpetuity over and across the Shared Areas, for the benefit of Declarants and their successors and assigns and each Owner.

Section 2: Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Shared Areas and Shared Facilities, which right and easement shall be appurtenant to and shall pass with the title to every Lot. In addition, every Owner is hereby granted an access easement over, across and upon all Shared Areas located for access to his Lot, which right shall also be appurtenant to and shall pass with title to every Lot. An Owner may delegate his right and easement to the Shared Areas and Shared Facilities to his employees, tenants, invitees, lessees, guests or contract purchasers provided that the use of the Shared Areas and Shared Facilities shall at all times be subject to these covenants and such reasonable rules and regulations as shall be adopted by the Association from time to time. For purpose of clarification, each Owner shall possess a non-exclusive easement for parking, use of the sidewalks and other Shared Areas notwithstanding that such area is owned by an Owner.

Section 3: Limitation on Easement. An Owner's right and easement of enjoyment in the Shared Areas and Shared Facilities shall not be exercised in any manner which substantially interferes with the purposes for which the Shared Areas and Shared Facilities are provided or with the right and easement of any other Owner with respect thereto and shall be subject to the following:

A. The right of the City of Cheyenne, Wyoming and any other governmental or quasi-governmental body having jurisdiction over the property to have access and rights of ingress and egress over and across any private drives, parking areas, walkways or open areas contained within the property for the purpose of providing police and fire protection and providing any other governmental or municipal service;
B. The right of the Declarant to grant such utility and right-of-way easements as may be necessary or convenient to the Property and/or the development of any portion thereof;

D. The right of the Association to charge reasonable fees and assessments for maintenance of the Shared Areas and Shared Facilities as herein provided;

E. The right of the Association to adopt such reasonable rules and regulations as may be necessary to regulate and govern the Shared Areas and Shared Facilities.

F. The right of the Declarant or its successor and/or assigns to construct a driveway between Lots 1 and 2 and between Lots 3 and 4 as shown on the Site Plan and as provided in Article XI.

Section 4: Utility and Access Easements. There shall exist a permanent easement for access and utilities as depicted in the Site Plan:

Section 5: Maintenance of Shared Areas and Shared Facilities. The Association shall maintain and operate, or provide for the maintenance and operation of, the Shared Areas and Shared Facilities located thereon or related thereto and may reconstruct, repair or replace any improvements thereon and may assess each Owner for the Shared Expenses of such maintenance, repair, replacement, and operation of the Shared Areas and Shared Facilities as herein provided. The cost of maintaining the Shared Areas and Shared facilities shall be paid by the Members according to the Member’s Ownership Interest (as defined in Article III, Section 9).

Section 5: Insurance. The Association shall acquire and maintain insurance against insurable hazards in amounts which reasonably protect the Association and Owners from loss and/or liability arising from hazards insured against, including any property owned or utilized by the Association in connection with the Shared Areas and Shared Facilities. Such insurance may include, but is not limited to, fire insurance, comprehensive liability insurance and workmen’s compensation insurance. The face amount of the comprehensive liability insurance policy shall not be less than $1,000,000 and may be partially covered by an umbrella policy. Premiums for insurance carried by the Association shall be a Shared Expense included in the monthly assessments or charges made by the Association. The Association shall notify the Owners in writing of the type and amount of such insurance secured by it and shall immediately advise the Owners in writing of any changes made with respect thereto.

Section 6: Replacement or Repair of Property. Damaged or destroyed Shared Areas and Shared Facilities shall be repaired or replaced by the Association utilizing insurance proceeds therefor. In the event there is no insurance coverage or proceeds, or the insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a special assessment pursuant to this declaration to cover such costs.
ARTICLE X
THE ASSOCIATION'S
IMPROVEMENTS

Section 1: Purpose. It is the desire of the Declarant to assure the high quality development and maintenance of the College Business Park 2nd Filing in a uniform, integrated and professional manner. To further this purpose, the Association does hereby assume and shall be responsible for the performance of the functions and activities as follows:

A. Removal of trash, rubbish and debris from the Shared Areas;

B. Snow removal from the Shared Areas and from the sidewalks on any of the Lots adjacent to any city street which borders any of the Lots;

C. Landscaping and lawn maintenance, including mowing, watering, pruning and control of weeds;

D. Signage maintenance and lighting;

D. Any additional services upon the Shared Areas and Shared Facilities as may be approved by the Association as provided herein.

Section 2: Delegation of Management Duties. The Association shall have the right to utilize professional management in performing any of the duties it is responsible for or may impose upon itself under this Article. Any agreement entered into by the Association with an organization for the performance of any one (1) or more of the duties or functions of the Association shall be in writing and shall not have a term in excess of one (1) year, which may be renewable by agreement of the parties for successive one year periods. In addition, the Association shall have the right to employ independent contractors or such other employees or persons as it deems necessary to carry out the Association's responsibilities hereunder.

Section 4: Rights and Duties Reserved to Owners. Except as expressly set forth in this Article with respect to the Association's rights and duties and the performance of its obligations hereunder, each Owner of a Lot shall be responsible for the operation and maintenance of the Owner's Building and improvements and the Association shall have no responsibility therefor. Each Owner, by acceptance of his deed of conveyance, does hereby accept his Lot or Lots subject to the rights and obligations of the Association to perform the functions and duties set forth herein, and each such Owner does hereby expressly agree not to undertake any activities which would substantially interfere with the ability of the Association to maintain the Association's Shared Facilities.
ARTICLE XI
ADDITIONAL EASEMENTS

Section 1: Recorded Easements. In addition to all easements and rights-of-way described in Article IX hereof and those of record at or before the recording of this Declaration, the property and all portions thereof, shall be subject to the easements as shown on any recorded Plat and Site Plan affecting the Property, or any portion thereof.

Section 2: Blanket Easement for Maintenance of Association’s Improvements. In addition to the specific easements described in Article IX hereof, there is hereby created a blanket easement upon, across, over, in and under all of the Property for ingress, egress, installation, repair, replacement, maintenance and operation of the Association’s improvements. Each Owner does hereby grant the Association, its agents, servants, employees and independent contractors, a blanket easement upon, across, over, in and under his, her or its Lot for the performance of the duties of the Association in connection with the maintenance and operation of the Shared Areas and Facilities. Each Owner does hereby expressly covenant and agree to and with the Declarant and/or the Association to execute any and all documents reasonably necessary to evidence the within easement granted to the Lot Owners within the College Business Park II. Notwithstanding the foregoing, the Association shall not install or participate in the installation of any improvements which would interfere with the construction or use of any Building located or to be located upon a Lot.

Section 3: Easement For Benefit of Adjoining Property. There is hereby created an easement upon, across, over, in and under the Property for ingress and egress to that certain parcel of real property lying immediately adjacent to the south boundary of the Property for the benefit of Declarant and its successors and assigns.

Section 4: Easement Deemed Created. All conveyances of Lots hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article XI, even though no specific reference to such easements or to this Article XI appears in the instrument of such conveyance.

ARTICLE XII
GENERAL PROVISIONS

Section 1: Remedies. In addition to the enforcement provisions set forth elsewhere in this Declaration, these covenants, conditions and restrictions may be enforced by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, for recovery of Assessments due or for such other and further relief as may be available. Such judicial proceeding may be prosecuted by the Association or an Owner. In the event such proceeding is prosecuted by the Association, the cost of such prosecution may be assessed as a Shared Expense as herein provided. The failure to enforce or cause the abatement of any violation of this
Declaration and these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within these Covenants.

In addition, violation of any such covenants, conditions, restrictions and reservations shall give the Association the right to enter upon the premises and remove, at the expense of the Owner thereof, any structure, thing or condition that may exist contrary to the provisions hereof. Every act, omission to act or condition which violates these Covenants shall constitute a nuisance and every remedy available in law or equity for the abatement of private or public nuisances shall be available to the Owners and the Association. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered shall pay the attorneys’ fees of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive.

Section 2: Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3: Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated at the end of any such period by vote of the then Owners representing three-quarters (3/4) or more of the Lot Owners. This Declaration may be amended in whole or in part during the first twenty (20) year period by an instrument executed by the then Owners of three-quarters (3/4) or more of the Lots, and thereafter by an instrument signed by the Owners of not less than fifty percent (50%) of the Lots. Any termination or amendment to this Declaration must be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

Section 4: Benefits and Burdens. The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarant, the Owners of all Lots located within the Property and their respective heirs, successors, personal representatives and assigns.

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IN WITNESS WHEREOF, this Declaration of Protective Covenants for College Business Park 2nd Filing has been executed this 17th day of May, 2011.

Declarant:
S&S Builders, LLC
a Wyoming limited liability Company
By: Ron Stoughton, Managing Member

Declarant:
S&S Concrete
A Wyoming Corporation
By: Ron Stoughton, President

STATE OF WYOMING  
CAMPBELL SS
COUNTY OF LARAMIE 

On this 17th day of May, 2011, before me personally appeared Ron Stoughton, to me personally known, who being by me duly sworn, did say that he is the managing member of S&S Builders, LLC, and that said instrument was signed and sealed on behalf of said company by its members and said Ron Stoughton acknowledged said instrument to be the free act and deed of said company.

Witness my hand and official seal.

Loretta Manning - Notary Public

STATE OF WYOMING  
CAMPBELL SS
COUNTY OF LARAMIE 

On this 17th day of May, 2011, before me personally appeared Ron Stoughton, to me personally known, who being by me duly sworn, did say that he is the President of S&S Concrete, Inc., and that said instrument was signed and sealed on behalf of said company by its members and said Ron Stoughton acknowledged said instrument to be the free act and deed of said company.

Witness my hand and official seal.

Loretta Manning - Notary Public

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