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LARAMIE COUNTY
CHEYENNE, WY.

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**PROTECTIVE COVENANTS
FOR
CHEYENNE BUSINESS PARKWAY, FIRST FILING**

KNOW ALL MEN BY THESE PRESENTS:

These conditions, covenants and easements apply to the industrial park known as "CHEYENNE BUSINESS PARKWAY, First Filing",

THIS DECLARATION; made this 1st day of August, 1991, by The Cheyenne-Laramie County Corporation for Economic Development, a Wyoming Corporation, hereinafter called the "DECLARANT";

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described herein, and is desirous of subjecting the real property described herein to the conditions, covenants and easements hereinafter set forth, all of which are for the benefit of said property and for the owner thereof, and shall inure to the benefit of and pass with said property, and each parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarant hereby declares that the real property described herein is, and shall be, held, transferred, or sold, subject to the conditions, covenants, and easements hereinafter set forth:

CHEYENNE BUSINESS PARKWAY
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
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ARTICLE I - DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article I shall as used in this Declaration, have the meanings herein set forth:

1.1 Architect

The term "Architect" shall mean a person holding a certificate to practice architecture in the State of Wyoming.

1.2 Beneficiary

The term "Beneficiary" shall mean a mortgagee under a mortgage, as well as a beneficiary under deed of trust.

1.3 Declarant

The term "Declarant" shall mean The Cheyenne-Laramie County Corporation for Economic Development, its successors and assigns.

1.4 Declaration

The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Cheyenne Business Parkway as it may from time to time be amended or supplemented.

1.5 Deed of Trust

The term "Deed of Trust" shall mean a mortgage as well as a deed of trust.

1.6 Cheyenne Business Parkway

The term "Cheyenne Business Parkway" shall be synonymous with the term "subject property" and shall mean all of the real property now or hereafter made subject to this Declaration.

1.7 Improvement-Improvements

The term "improvement" or "improvements" shall include buildings, outbuildings, roads, sidewalks, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, water lines, sewers, electrical and gas distribution facilities, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, loading areas, and all other structures, construction, installations, and landscaping of every type and kind, whether above or below the land surface.

1.8 Lot

The term "lot" shall mean a fractional part of the subject property as subdivided on subdivision or parcel maps recorded from time to time in the Office of the Recorder of the County of Laramie, State of Wyoming.

1.9 Master Plan

The term "Master Plan" shall mean the Cheyenne Business Parkway Master Plan dated April 1990, and any subsequent revisions or additions thereto, including a master drainage and grading plan.

1.10 Mortgage

The term "mortgage" shall mean an interest in land created by a written instrument providing security for the performance of a duty or a payment of a debt.

1.11 Occupant

The term "occupant" shall mean a lessee or licensee of an owner, or any other person or entity other than an owner in lawful possession of a lot with the permission of the owner.

1.12 Owner

"Owner" shall mean: (i) the person or persons holding record fee title to any portion of the property; or (ii) the lessee or lessees entitled to occupy all of a parcel under a lease for a fixed term of thirty (30) years or longer, in which case the fee owner of the parcel demised by such lease shall not be deemed to be the owner of such parcel for purposes of this Declaration during the term of said lease. In the event that the ownership of the improvements on any parcel shall ever be severed from the ownership of the land, whether by lease or by deed, only the owner of the improvements shall be deemed an owner hereunder and shall be entitled to act on behalf of the owner of the land for all purposes hereunder.

1.13 Record-Recorded-Recordation

The terms "record," "recorded," or "recordation" shall mean, with respect to any document, the recordation of said document in the Office of the Recorder of the County of Laramie, State of Wyoming.

1.14 Sign

The term "sign" shall mean any structure, device or contrivance, electric or nonelectric, 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.

1.15 Street or Streets

The term "street" or "streets" shall mean any street, highway, road, or thoroughfare within or adjacent to the subject property and shown on any recorded subdivision, or recorded survey, whether designated thereon as street, boulevard, place, drive, road, court, terrace, way, lane, circle, or otherwise.

1.16 Subject Property

The term "subject property" shall be synonymous with the term "Cheyenne Business Parkway" and shall mean all of the real property now or hereafter made subject to this Declaration.

1.17 Property Line

The term "property line" shall mean the boundary of each lot.

1.18 Net Acreage

The term "net acreage" shall mean the total number of square feet of land of the subject property, less any square feet of land included in dedicated streets, roadways, parks, or natural open space.

1.19 Engineer

The term "engineer" shall mean a person holding a certificate to practice engineering in the State of Wyoming.

ARTICLE II - SUBJECT PROPERTY

2.1 General Declaration

Declarant hereby declares that all of that real property located in the City of Cheyenne, County of Laramie, State of Wyoming, and more particularly described in Exhibit "A" is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon, or otherwise used, improved or transferred in whole or in part, subject to this Declaration. All of the covenants, conditions and restrictions set forth herein are declared and

agreed to be in furtherance of a Master Plan for the subdivision, improvement, and sale of said real property and are established for the purpose of enhancing, and protecting the value, desirability, and attractiveness of the subject property and every part thereof. All of said covenants, conditions, and restrictions shall run with all of the subject property for all purposes and shall be binding upon and inure to the benefit of Declarant and all owners, occupants, and their successors in interest as set forth in this Declaration.

ARTICLE III

371 Uses Permitted

Pursuant to this Declaration of Covenants, Conditions and Restrictions, the Cheyenne Business Parkway is designated for certain light- and medium-industrial uses, research and development uses, industrial support and service uses, and business and professional office uses. The Declarant may amend this Section from time to time to allow other and different uses, if such amendment is approved by the City of Cheyenne and any other governmental entity having jurisdiction. To the extent that the designated uses set forth herein are more restrictive than the then-applicable zoning ordinance, the designated uses herein shall control. The following uses are permitted within Cheyenne Business Parkway:

Light Industrial

Any industrial, manufacturing, fabrication, or processing uses, associated offices and accessory commercial activities which do not emit noxious noise, smoke, odor, or dust beyond the confines of the property, and which do not emit pollutants to the soil; child care facilities associated with other uses permitted in the district, (S. 51.000); railroad yards and maintenance buildings; recreational facilities and uses associated with other uses permitted in the district; recycling uses; retail uses; storage parks; transportation facilities; warehousing; wholesale uses.

Office/Administration
Distributing/Warehouse
Office/Warehouse
Research and Development Pilot Manufacturing
Light Manufacturing
Show Rooms
Incubator Space

3.2 Prohibited Uses

The following operations and uses shall not be permitted on any property subject to this Declaration:

- 3.2.1 Trailer courts or recreation vehicle campgrounds;
- 3.2.2 Junkyards;
- 3.2.3 Drilling for and removing oil, gas, or other hydrocarbon substances;
- 3.2.4 Refining of petroleum or of its products;
- 3.2.5 Commercial petroleum storage yards;
- 3.2.6 Commercial excavation of building or construction materials; provided that this prohibition shall not be construed to prohibit any excavation necessary in the course of approved construction pursuant to Article III;
- 3.2.7 Distillation of bones;
- 3.2.8 Dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals, or other refuse (but not to exclude modern recycling);
- 3.2.9 Fat rendering;
- 3.2.10 Stockyard or slaughtering of animals;
- 3.2.11 Cemeteries;
- 3.2.12 Jail or honor farms;

3.3 Public Utilities

Public Utilities shall be placed within easements so granted for such uses in the Cheyenne Business Parkway, First Filing, approved October 22, 1990, or subsequent subdivisions, and shall be consistent with the Master Plan. Declarant reserves the sole right to grant consents for any variances therefrom for the construction and operation of public utilities. Declarant reserves the right to approve above-ground utility lines across the subject property or any portion thereof on a temporary basis for the purpose of construction.

3.4 Utility Lines and Antennas

No sewer, drainage, or utility lines shall be constructed, placed, or maintained anywhere in or upon any portion of the subject property, unless the same shall be contained in conduits or cables constructed, placed, or maintained underground or concealed in or under buildings or other structures. All telephone connections and installations of secondary electrical wires to buildings shall be made underground from the nearest available power source. No transformer shall be located on any power pole nor hung on the outside of any building, but the same

shall be pad-mounted on the surface in industry-approved cabinets. Any design variances therefrom for such installations shall require the prior written approval of the Committee. Nothing contained herein shall be deemed to forbid the erection or use of temporary power, or permanent communication or other devices pertinent to the conduct of the owner's business or operations.

3.5 Other Operations and Uses

Operations and uses which are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing, by Declarant. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to this Declaration or upon the occupants thereof, but shall be in the sole discretion of Declarant.

ARTICLE IV - ARCHITECTURAL REVIEW COMMITTEE

4.1 Formation of Committee

Declarant hereby establishes an Architectural Review Committee (the "Committee"), consisting of three individuals, for the purpose of reviewing construction and alteration of improvements within the subject property as set forth in this Article and for the purpose of performing such other functions as are required pursuant to this Declaration.

4.2 Rules of Procedure

The Committee may adopt rules and regulations from time to time governing its activities not inconsistent herewith. The Committee shall meet at the convenience of the members and as often as necessary to transact its business, acting on the concurrence of two out of three members.

4.3 Membership

The Declarant shall designate the members of the Committee for two-year terms or until their successors are appointed. If the Declarant fails to appoint such members or to fill a vacancy, a majority of the Owners may appoint such member(s) thirty days after written request to the Declarant to make the appointment and no appointment having been made. After seventy-five percent (75%) of the Net Acreage subject to this Declaration is owned by third parties, a majority of the third parties shall designate the members.

ARTICLE V - CONSTRUCTION OF IMPROVEMENTS

5.1 Approval of Plans Required

No improvements shall be erected, placed, altered, maintained, or permitted to remain on any lot by any Owner or Occupant until final plans and specifications shall have been submitted to and approved in writing by the Architectural Review Committee. Such final plans and specifications shall be submitted in two (2) sets over the authorized signature of owner or occupant, or both, of the lot, or the authorized agent thereof. Such plans and specifications shall be in such form and shall contain such information as may be required by the Committee, but shall in any event include the following:

- 5.1.1 A site development plan of the lot showing the nature, grading scheme, kind, shape, composition, and location of all structures with respect to the particular lot (including proposed front, rear, and side setback lines), and with respect to structures on adjoining lots, drainage plan, and the number and location of all parking spaces and driveways on the lot.
- 5.1.2 A landscaping plan for the particular lot;
- 5.1.3 A plan for the location of signs and lighting; and
- 5.1.4 A building elevation plan showing dimensions, materials, and exterior color scheme in no less detail than required by the appropriate governmental authority for the issuance of a building permit. Material changes in approved plans must be similarly submitted to and approved by the Committee.

5.2 Basis for Approval

Approval shall be based upon the compatibility of the proposed plans with the Master Plan and approval by the appropriate governmental regulatory bodies. Among other things, plans must address adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements upon neighboring lots, proper facing of main elevation with respect to nearby streets, adequacy of screening of mechanical, air conditioning, or other roof top installations, and conformity of the plans and specifications to the purpose, Master Plan and the intent of this Declaration. No plans will be approved which do not provide for the underground installation of power,

electrical, telephone, and other utility lines from the property line to buildings, and the pad-mounting of all transformer and terminal equipment. Except as otherwise provided in this Declaration, the Committee shall have the right to disapprove any plans and specifications submitted hereunder on any reasonable grounds including, but not limited to, the following:

- 5.2.1 Failure to comply with any of the restrictions set forth in this Declaration;
- 5.2.2 Failure to include information in such plans and specifications as may have been reasonably requested by the Committee;
- 5.2.3 Objection to the exterior design, the appearance of materials, or materials employed in any proposed structure;
- 5.2.4 Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other lots, or other property in the vicinity of the subject property;
- 5.2.5 Objection to the location of any proposed structure with reference to other lots or other property in the vicinity;
- 5.2.6 Objection to the grading or landscaping plan for any lot; or
- 5.2.7 Any other matter which, in the judgment of the Committee, would render the proposed improvements or use inharmonious with the general plan for improvement of the subject property, the Master Plan, or with improvements located upon other lots or other property in the vicinity within said development.

5.3 Approval

The Committee may approve plans and specifications as submitted, or as altered or amended, or it may grant its approval to the same, subject to specific conditions. Upon approval or conditional approval by the Committee of any plans and specifications submitted, a copy of such plans and specifications, together with any conditions, shall be deposited for permanent record with the Committee, and a copy of such plans and specifications, bearing such approval together with any conditions, shall be returned to the applicant submitting the same.

5.4 Declarant and Architectural Control Committee Not Liable

Declarant and the Architectural Control Committee shall not be liable for any damage, loss, or prejudice suffered or claimed by any person on account of:

- 5.4.1 The approval or disapproval of any plans, drawings, and specifications, whether or not in any way defective;
- 5.4.2 The construction of any improvement, or performance of any work, whether or not pursuant to approved plans, drawings, and and specifications; or
- 5.4.3 The development of any lot within Cheyenne Business Parkway.

5.5 Construction Without Approval

If any improvement shall be erected, placed, or maintained upon any lot, or the exterior sign thereof, or any new use commenced upon any lot, other than in accordance with the approval by the Committee pursuant to the provisions of this Article V, such alteration, erection, placement, maintenance, or use shall be deemed to have been undertaken in violation of this Declaration; upon written notice from the Committee, any such improvement so altered, erected, placed, maintained, or used upon any lot in violation of this Declaration shall cease or be amended so as to conform to this Declaration. Should such removal or alteration or cessation or amendment of use not be accomplished within thirty (30) days after receipt of such notice, then the party in breach of this Declaration shall be subject to the enforcement procedures set forth in Article IX.

ARTICLE VI - DEVELOPMENT STANDARDS

6.1 Minimum Setback

No improvements of any kind, and no part thereof, shall be placed inconsistent with the prevailing Zoning Ordinance.

6.2 Landscaping

Within ninety (90) days following completion of construction or by the date each improvement is occupied, whichever first occurs, or no later than June 1 if winter weather has prevented completion within the preceding times, each lot shall be landscaped in accordance with the approved plans and specifications.

After completion, the landscaping shall be maintained in a sightly and well-kept condition. If, in Declarant's or the Architectural Review Committee's reasonable opinion, the required landscaping is not maintained in a sightly and well-kept condition, Declarant or the Committee shall be entitled to the remedies set forth in Article VIII.

6.3 Signs

No sign shall be permitted on any lot unless approved by the Committee, in writing, with respect to design, materials, location, size, height, colors, and lighting.

6.4 Parking Areas

Off-street parking adequate to accommodate the parking needs of the Owner or Occupant, and the employees and visitors thereof, shall be provided by the Owner or Occupant of each lot. The intent of this provision is to eliminate the need for any on-street parking; provided, however, that nothing herein shall be deemed to prohibit on-street parking of public transportation vehicles. If parking requirements increase as a result of a change in the use of a lot or in the number of persons employed by the Owner or Occupant, additional off-street parking shall be provided so as to satisfy the intent of this section. All parking areas shall conform to the following standards:

- 6.4.1 Required off-street parking shall be provided on the lot, on a contiguous lot, or within such distance from the lot as the Committee deems reasonable.
- 6.4.2 Parking areas shall be paved so as to provide dust-free, all weather surfaces. Each parking space provided shall be designated by lines painted upon the paved surface and shall be adequate in area. All parking areas shall provide, in addition to parking spaces, adequate driveways and space for the movement of vehicles.
- 6.4.3 No parking spaces shall be located on or permitted within setback areas adjacent to a street, as set forth in Section 6.1, except that parking spaces may be located on or parking permitted within such area if the Committee's written permission is first obtained.

6.5 Storage and Loading Areas

All storage, maintenance, and loading areas must be constructed and used in accordance with plans approved by the

Committee. All storage, maintenance, and loading areas must be kept clean and in good condition and repair and be screened in accordance with prevailing ordinances applicable to light industrial uses.

6.6 Site Coverage

The maximum building coverage on any lot shall be limited by the site requirements set forth in Sections 6.1 through 6.5; provided, however, that the maximum combined areas of building(s), structure(s), and storage and parking areas shall not exceed ninety percent (90%) of the area of that lot.

6.7 Building Height

The maximum height of all structures within the subject property shall be thirty-five (35) feet. Some lots, however, may be appropriate for taller buildings. Any structure proposed to exceed thirty-five (35) feet shall require the written approval of the Committee.

ARTICLE VII-OWNER'S MAINTENANCE RESPONSIBILITY

7.1 Owner's Maintenance Responsibility

Each Owner of a lot shall be responsible for the maintenance of its lot and the improvements constructed thereon, including the maintenance or repair of any utility lines which service said Owner's lot and/or improvements.

ARTICLE VIII-ENFORCEMENT

8.1 Covenants, conditions and Restrictions

The conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of the Declarants and owners of every part and parcel of the premises. These conditions, covenants, restrictions and reservations may be enforced, as provided hereinafter, by each Declarant and owner, as well as by the Architectural Control Committee acting for itself and as Trustees on behalf of the Declarant and owners. Each owner, by acquiring an interest in the premises, shall be conclusively deemed to appoint irrevocably the Architectural Control Committee as his Trustees for such purposes. Violation of any condition, covenant, restriction or reservation herein contained shall give to the Declarants, the Architectural Control Committee and to the owners, or any of them the right to bring proceedings in law or equity against the part or parties violating or attempting to violate any of said covenants, conditions, restrictions and

reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any such covenants, conditions, restrictions and reservations shall give to the Architectural Control Committee, acting as such Trustees, the right to enter upon the premises and remove at the expense of the owner thereof any structure, thing, improvement or condition that may be or exist thereon contrary to the provisions hereof. Every act, omission to act, or condition which violates the covenants, conditions, restrictions and reservations herein contained shall constitute a nuisance and every remedy available in law or equity for the abatement of public or private nuisances shall be available to the Declarants, the owners and the Architectural Control Committee. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties for whom judgment is entered shall be entitled to costs and reasonable attorney fees in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive.

8.2 ~~Subject to applicable Law, Ordinance or Regulation~~

Unless otherwise grandfathered or exempt, each Owner and/or Occupant of the subject property is required to comply with, and shall be personally responsible for determining compliance with, applicable law, ordinance or regulation. Where such applicable law, ordinance or regulation is more restrictive than the conditions, covenants and restrictions herein, the former shall control.

ARTICLE IX-VARIANCES AND TERMINATION

9.1 Variances

The Committee or Declarant shall have the right to waive or grant variances, both temporary and permanent, from the covenants and restrictions set forth in this Declaration if, in their reasonable discretion, such waiver or variance is warranted in a particular instance, provided that no waiver or variance shall be granted where the result of such waiver or variance shall be contrary to or inconsistent with any applicable zoning ordinance, annexation or zoning agreement, planned unit development plan, or other governmental law, ordinance, rule or regulation, unless the prior consent thereto is granted by the appropriate governmental body or official.

9.2 Termination

Each of the covenants set forth above shall continue and be binding upon the Declarant and upon its successors and

assigns, and upon each of them, and all parties and persons claiming under them for a period of twenty (20) years from the date of execution of this document, and automatically shall terminate at the end of such twenty (20) years; provided, however, that the owners of 50% of the fee simple of the property subjected to this Declaration (based on the number of square feet owned as compared to the total area), by recordable certificate filed of record not more than 180 days nor less than 90 days prior to the termination date, may extend this Declaration by an additional period of ten (10) years. A recordable certificate by an abstractor doing business in Laramie County, Wyoming, as to the record ownership of the property hereby restricted, and a recordable certificate by a registered land surveyor or engineer authorized to practice in Wyoming as to the square footage owned by the record owners as shown by said abstractor's certificate shall be deemed conclusive evidence of ownership and square footage thereof so owned and hereby restricted by the provisions of this article.

THE CHEYENNE-LARAMIE COUNTY
CORPORATION FOR ECONOMIC
DEVELOPMENT

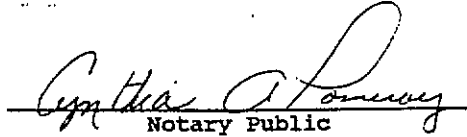
BY: Jack Crews
Jack Crews
President

Attest:
Harold C. Fry
Secretary

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

Subscribed and sworn to before me by Jack Crews as President
of The Cheyenne-Laramie County Corporation for Economic Develop-
ment this 1st day of August, 1991.

Witness my hand and official seal.


Notary Public

My Commission Expires: 11-29-92

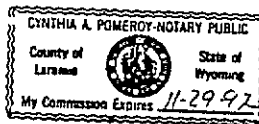


EXHIBIT A

to Cheyenne Business Parkway Declaration
of Covenants, Conditions and Restrictions

Cheyenne Business Parkway, First Filing, City
of Cheyenne, Laramie County, State of Wyoming

Block 1, Lots 1 through 15, inclusive;
Block 2, Lot 1;
Block 3, Lots 1 through 4, inclusive;
Block 4, Lots 1 through 2, inclusive; and
Block 6, Lots 1 through 2 inclusive.