

DECLARATION OF RESTRICTIONS, CONDITIONS  
AND PROTECTIVE COVENANTS  
FOR  
C.H.I. INDUSTRIAL PARK

A Subdivision Located in the City of Cody,  
Park County, Wyoming

KNOW ALL MEN BY THESE PRESENTS, that CENTRILIFT-HUGHES, INC., a Delaware corporation, hereinafter referred to as "DEVELOPER", is the owner of the following described property situate in the City of Cody, Park County, Wyoming, to-wit:

Township 53 North, Range 101 West, Sixth P.M.  
Park County, Wyoming

That part of Lot 40, Resurvey, described under the Old Survey as:

Section 28:  $W\frac{1}{2}E\frac{1}{2}SE\frac{1}{2}SW\frac{1}{2}$ ; EXCEPTING that part of  $W\frac{1}{2}E\frac{1}{2}SE\frac{1}{2}SW\frac{1}{2}$ , Section 28, O.S., described as follows: BEGINNING at the southeast corner of said  $W\frac{1}{2}E\frac{1}{2}SE\frac{1}{2}SW\frac{1}{2}$  Section 28; thence north a distance of 190'; thence west, parallel with the south line of said  $W\frac{1}{2}E\frac{1}{2}SE\frac{1}{2}SW\frac{1}{2}$ , Section 28 for a distance of 100'; thence south, parallel with the east line of said  $W\frac{1}{2}E\frac{1}{2}SE\frac{1}{2}SW\frac{1}{2}$ , Section 28 for a distance of 190'; thence east a distance of 100' to the POINT OF BEGINNING.

That it has divided said land into lots and streets, prepared a plat called "C.H.I. Industrial Park", and recorded the plat in the office of the County Clerk of Park County, Wyoming. These restrictions, conditions and covenants apply to all of the lots in the subdivision.

The real property described hereinabove is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following restrictions, conditions and covenants; and that said restrictions, conditions and covenants shall run with the land as provided by law, and shall be binding upon all parties, entities and all persons having or acquiring any right, title or interest in the described land or any part thereof. The real property described hereinabove is subject to these restrictions, conditions and covenants to insure the appropriate development of building sites, to protect the owners of improper uses of surrounding sites that might depreciate the value of their property and in general to provide for development of a quality that will enhance the value of investments made by purchasers of the land.

1. LAND USE.

A. All lots in the subdivision shall be known and described as commercial lots and shall be restricted in use for oil service industries, warehouses, light manufacturing, industrial supply houses or industrial related businesses.

B. No structure or structures shall be erected, placed, constructed or retained on any lot in this subdivision unless the floor area of the main structure shall contain a minimum of two thousand (2,000) square feet.

C. No building constructed, erected, or retained on any lot in this subdivision shall be located nearer than twenty (20) feet from the side or rear lot lines and no nearer than forty (40) feet from the front lot line, said front lot line being considered as that part of the individual lots adjacent to 24th Street.

2. BUILDING TYPE.

A. No mobile homes or trailer houses shall be permitted on any lot in this subdivision, either temporarily or permanently nor shall any building or structure be moved onto said lots from another location, it being the intention hereof that all buildings or structures within the subdivision to be of new construction of quality workmanship and materials.

B. All construction commenced shall be pursued with reasonable diligence and the exterior shall be completed in at least one hundred eighty (180) days of purchase with all landscaping to be completed within three hundred sixty-five (365) days of purchase.

C. At least the front of all buildings shall be covered with natural wood, stone or masonry product so as to avoid the "tin building" appearance.

3. LOT AREA. No lot shall be subdivided or its boundary lines changed, except with the written consent of the DEVELOPER.

4. AREA AND BUILDING MAINTENANCE. Each purchaser and grantee of any property subject to this declaration, by acceptance of the deed conveying title thereto, agrees to maintain its building and grounds in such a manner as necessary to insure the continued cleanliness and quality appearance of the subdivision. Landscaping shall be maintained in a reasonable manner to increase property values within the subdivision and all trash shall be picked up and placed in suitable containers.

5. ACCEPTANCE OF DECLARATION. Each purchaser and grantee of any of the property subject to this Declaration, by acceptance of the deed conveying title thereto, shall accept such title upon and subject to each and all of the provisions, restrictions, conditions, covenants and charges herein contained, and also the jurisdiction, right and power of these declarants, and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the declarants, and through and with the grantees and subsequent owners of each

of said lots within the subdivision to keep, observe, comply with and perform such provisions, restrictions, conditions, covenants and charges and each thereof.

6. NO RIGHTS RELIEVED BY DELAY. No delay or omission on the part of the DEVELOPER or the owner or owners of any lot or lots in the property, in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, restrictions, conditions, covenants and charges herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the DEVELOPER for or on account of its failure to exercise any right, power or remedy herein provided for in the event of such breach, or for the imposing herein provisions, restrictions, conditions, covenants and charges which may be unenforceable.

7. DURATION AND AMENDMENT. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date the covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the lot owners on a one lot-one vote basis has been recorded agreeing to change said covenants in whole or in part. These covenants may be amended prior to the time stated hereinabove by a written instrument duly recorded, signed by seventy-five percent (75%) of the lot owners, on a one lot-one vote basis, agreeing to change said covenants in whole or in part.

8. PARTIAL INVALIDITY. In the event that any one or more of the provisions, restrictions, conditions, covenants and charges herein set forth shall be held by any Court of competent jurisdiction to be null and void, all remaining provisions herein set forth shall continue unimpaired and in full force and effect.

9. CAPTIONS. The captions of the paragraphs of this declaration are for convenience only and are not a part of the declaration, and do not in any way limit or amplify the terms or provisions hereof.

10. ASSIGNMENT OF POWERS. Any and all rights and powers of the DEVELOPER herein contained may be delegated, transferred or assigned.

IN WITNESS WHEREOF, the makers hereof have hereunto set their hands and seals on this, the 26th day of May, 1982.

CENTRILIFT-HUGHES, INC.

By [Signature]  
President



[Signature]  
Secretary

STATE OF OKLAHOMA )  
                          ) ss.  
County of ROGERS )

The above and foregoing instrument was acknowledged before me this 26th day of May, 1982 by J. L. Cox, the President of Centrilift-Hughes, Inc., a Delaware corporation.

WITNESS my hand and official seal.



*Harry R. Bond*  
\_\_\_\_\_  
Notary Public

My Commission expires: January 17, 1983

State of Wyoming }  
County of Park } ss.  
This instrument was filed for record on the 22 day of July 1982 at 4:55 o'clock P. m. and duly recorded in Microfilm Book 74 records on page 314  
By MARIE FONTAINE, Register of Deeds  
*Jocelyn Greenfield* Deputy  
No. 202039