

INDUSTRIAL PARK PROTECTIVE
COVENANTS FOR
DeMARIS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

These conditions, covenants and easements apply to the industrial park known as DeMaris Subdivision.

THIS DECLARATION, made this 11 day of January, 1977, by Cowgill Agency, Inc., a Wyoming corporation, hereinafter called the "GRANTOR";

WITNESSETH:

WHEREAS, Grantor is the owner of the real property described in Clause I of this declaration and is desirous of subjecting the real property described in Clause I to the conditions, covenants and easements hereinafter set forth, all of which are for the benefit of said property and for each 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 Grantor hereby declares that the real property described in Clause I hereof is, and shall be, held, transferred, or sold, subject to the conditions, covenants, and easements hereinafter set forth:

Clause I

DEFINITION OF TERMS

1.1 "Building site" shall mean any lot, or lots, or portions thereof, or a parcel of land upon which a building and appurtenant structures may be erected in conformance with the requirements of these covenants.

1.2 "Grantor" shall mean Cowgill Agency, Inc., a Wyoming corporation, their successors and assigns, unless the context indicates otherwise.

1.3 "Improvements" shall mean and include the building or buildings, outbuildings appurtenant thereto, parking areas, loading areas, fences, masonry walls, hedges, lawns, mass plantings and any structures of any kind or type located thereon.

1.4 "Setback" shall mean the minimum distance which a building and outbuildings or any structures located above ground shall be set back from the property lines (front, rear and side) of the building sites.

1.5 "Front Lot Line" shall mean the property line dividing a lot from a street. On a corner lot only one street line shall be considered a front line and that shall be the line of the street facing the main building entrance.

1.6 "Rear Lot Line" shall mean the property line opposite the front lot line.

1.7 "Side Lot Line" shall mean any property lines other than front lot lines or rear lot lines.

1.8 "Person" shall mean any individual, partnership, association, corporation, or any legal entity which may by law own real estate.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations, and easements set forth herein is located in the County of Park, State of Wyoming, and is more particularly described as set forth in Exhibit "A," attached hereto and by reference made a part hereof.

Clause II

GENERAL PURPOSES OF CONDITIONS

2.1 The real property described in Clause I hereby is subjected to the conditions, covenants, and easements hereby declared to insure proper use, development and improvement of each building site; to protect the owners of building sites against such improper use of surrounding building sites as well as against depreciation of the value of their property; to develop the DeMaris Subdivision in a way which will insure its being a continuing asset to the City of Cody and the State of Wyoming; to guard against erection thereon of structures built of improper or unsuitable materials; to insure reasonable development of said property; to encourage erection of attractive improvements thereon, with appropriate locations thereof on building sites; and in general to provide for a high quality of improvement of said property.

Clause III

ENVIRONMENTAL CONTROL COMMITTEE

3.1 All plans and specifications for any building, fence, wall or other structures whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the roofs and exterior color schemes thereof, any later changes or additions thereto after initial approval thereof, and any remodeling, reconstruction, alteration, or additions to any building or other structures on any lot shall be subject to and shall require the approval, in writing, of the Environmental Control Committee, as the same is from time to time composed, before any such excavation, construction, remodeling, or addition work is begun.

3.2 The Environmental Control Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. Two (2) sets of said plans and specifications and details with the approval, or disapproval, endorsed thereon, shall be returned to the person submitting them, and the other copy thereof shall be retained by the Environmental Control Committee.

3.3 The Environmental Control Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid in the event such plans, specifications and details are not in accordance with all of the provisions of this declaration, if the design or color schemes of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, if the plans and specifications or details, or any part thereof, are contrary to the interests, welfare, or rights of all or any part of the real property subject hereto, or the owners thereof, all in the sole discretion of the Environmental Control Committee. The decisions of the Environmental Control Committee shall be final.

3.4 Neither the Grantor, the Environmental Control Committee nor any architect or agent thereof or of Grantor shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

3.5 The Environmental Control Committee is composed of three persons who have been appointed by the Grantors on the date of recording these covenants.

When all of the lots covered herein have been sold by Grantor, the owners of all of said lots, each lot being entitled to one vote, shall vote for the election, by a majority of those casting votes, of the filling of any vacancy on the Environmental Control Committee.

Prior to the sale of all of the lots covered herein by the Grantor, any vacancy shall be filled by the remaining member or members of the said Environmental Control Committee, or, if no members remain, by Grantor. The Environmental Control Committee may appoint advisory committees from time to time to advise it on matters pertaining to the subdivision. There shall be submitted to the Environmental Control Committee three (3) complete sets of plans and specifications of any and all improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the locations on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed color scheme for roofs and exteriors thereof.

Clause IV

GENERAL RESTRICTIONS

4.1 No noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or become an annoyance or nuisance to the said DeMaris Subdivision by reason of unsightliness or excessive emission of odors, dust, fumes, smoke, glare, vibration, radiation or noise.

4.2 Without otherwise limiting the provisions of the preceding paragraph of this Clause IV, or any of the other terms and conditions of these restrictions, the buildings or premises, except as otherwise provided in these Protective Covenants, may be used for any use permitted under zoning for Industrial "D" Districts, under the zoning ordinance of the City of Cody, Wyoming, as of the date of execution of these Protective Covenants, except that the following types of uses shall not be permitted; said non-permitted uses are given as illustration and not by way of limitations:

- a. Auto wrecking, salvage yards, used material yards, businesses whose principal occupation is storage or baling of waste or scrap paper, rags, scrap metals, bottles or junk;
- b. Boiler and tank works;
- c. Central mixing plant for asphalt, mortar, plaster or concrete;
- d. Alfalfa dehydrating mills;
- e. Slaughter houses, meat packing plants and rendering works.

4.3 Construction or alteration of any buildings in the DeMaris Subdivision shall meet the standards provided in these covenants. The main entrances of any office building facing the street shall have an exterior facing of brick, painted block, stone, flagstone, moss rock, pre-cast concrete products, or architectural concrete or other material approved by the Environmental Control Committee.

4.4 These covenants shall and do hereby provide that no improvements (other than improvements which the Declarations specifically state do not require Grantor approval) shall be erected, placed, or a major alteration of any exterior of an improvement (where the improvement itself requires approval) be made, on any building site in said development until the building

or other improvement plans, specifications, and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing by the Environmental Control Committee.

4.5 The Grantor, the Environmental Control Committee, its successors or assigns, shall not be liable in damages to anyone so submitting plans or to any owner of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of itself, its agents, or employees, arising in connection with the approval or disapproval, or failure to approve any such plans.

4.6 No structures or buildings, except on lot 46, shall be located closer than ten (10) feet to any side building site line or rear property line, it being the intent that an open area of at least twenty (20) feet shall exist between all adjacent but separately owned improvements, both at sides and rear. On lot 46 no building or structure shall be located closer than ten (10) feet to any side property line or five (5) feet to the rear property line.

4.7 The minimum setback of any building from the front lot line shall be thirty (30) feet, except that on lot 46 the setback shall be fifteen (15) feet. There shall be reasonable landscaping between the front lot line of a building site and any building located on the building site; where an area is to be landscaped, it shall be done attractively with lawns, trees, shrubs, etc., according to plans submitted to, and approved in writing by the Environmental Control Committee. Any landscaped areas shall be properly maintained thereafter in a well-kept condition and parking areas shall likewise be maintained in good condition.

4.8 Storage of bulk commodities, materials, supplies, products, and equipment on the exterior of the buildings shall be confined to areas which are screened in accordance with the provisions of this document, it being the intention of this provision that subject materials shall not be visible from the adjoining property or from streets and public areas.

4.9 No billboards or advertising signs other than those identifying the name of the business and products of the person or firm occupying the premises shall be permitted, except that a sign offering the premises for sale or lease may be permitted. Design and location of all signs are subject to the approval of the Environmental Control Committee.

4.10 Storage required to be screened from view, as heretofore mentioned, shall be screened from view from the streets by any of the following methods, or any approved combination of these methods:

- a. Fences or masonry walls of approved design, eight (8) feet high for storage, or, if storage extends above eight (8) feet, enough to conceal the stored items. Chain link fences are acceptable so long as aluminum slats are placed on the chain link fence in any area where there is a requirement for screening from view under the terms of this declaration.
- b. Located at rear of buildings where such location will conceal such areas from public view.
- c. Properly located and planned hedges, shrubs, or plantings of sufficient density and height to provide concealment.
- d. Terrain adjustment and/or retaining walls to provide concealment by virtue of sight lines from streets, public areas, or adjacent property.

4.11 All building lots must be engineered for proper drainage to drain water away from building, to avoid impounding water (except as a planned, approved pond as a landscaping feature), and to conform to overall drainage pattern of the entire area.

4.12 Concrete, flagstone, oil surface or other approved hard-surfaced walks must be provided for all major pedestrian visitor or employee foot traffic patterns.

4.13 No oil or gas drilling, oil development operations, refining, mining, or quarrying operations shall be permitted on any of the building sites subject to these covenants, nor shall oil wells, gas wells, tunnels, mineral excavations, or shafts be permitted in any of the building sites covered by these covenants.

4.14 Each of the conditions and covenants set forth above shall continue and be binding upon the Grantor 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 be continued thereafter for successive periods of twenty (20) years each. Provided, however, that the owners of 75% of the fee simple of the property subjected to these restrictive covenants (based on the number of square feet owned as compared to the total area), may release all or any part of the land so restricted from any one or more of said restrictions or may change or modify any one or more of said restrictions by executing and acknowledging an appropriate agreement in writing and filing the same in the Office of the County Clerk of Park County, Wyoming. A recordable certificate by an abstractor doing business in Park 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 section.

4.15 The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming under them shall be taken to hold, agree and covenant with the owners of said building sites, their successors and assigns, and with each of them, to conform to said restrictions, but no restrictions herein set forth shall be personally binding on any corporation, person, or persons, except in respect to breaches committed during its, his, or their holding of any title to said land, and Grantor or the owner of any of the above land shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Grantor and the owner of any other lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be a waiver of the right to enforce any subsequent violation. The violation of these restrictions shall not defeat nor render invalid the lien on any mortgage (or deed of trust) made in good faith and for value.

4.16 Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 25th day of January, 1977.

COWBILL AGENCY, INC.



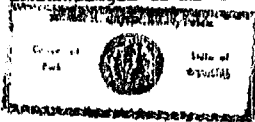
WITNESSES:
Secretary

By _____
Vice President

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STATE OF WYOMING)
) S/S
COUNTY OF PARK)

On this 10th day of January, 1977, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Glenn W. Nielson, Vice President of Cowgill Agency, Inc., a Wyoming corporation, to me known to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



[Signature]
Notary Public

My Commission Expires

May 5, 1978

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EXHIBIT A

lots 36 through 46, inclusive, of the DeMaris Subdivision located in portions of Lots 72, 73, 74 and 75, and in portions of Lot 3, Section 3, and Lot 6, Section 4, all according to the Resurvey, Township 52 North, Range 102 West of the Sixth Principal Meridian in Park County, Wyoming, recorded in Book E, page 60, of the records of the Park County Clerk and Recorder, Park County, Wyoming.

... was filed for record
27 day of January
77 12:45 P.M. 1960
MP 11
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Rhylis M. Smith
Eileen Kindler
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