

AFFIDAVIT

DECLARATION OF PROTECTIVE COVENANTS
FOR
DRY ACRES INDUSTRIAL PARK

George C. and Alta F. Reesy being of lawful age and first duly sworn according to law, depose and state:

That they are the owners of the property described as follows:

A tract of land within the Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 8, Township 52 North, Range 101 West of the 6th P.M., Park County, Wyoming; according to the original Government survey, and now a part of Lot 49, Township 52 North, Range 101 West, Government Resurvey, and more particularly described as follows:

BEGINNING at Corner No. 3 of said Lot 49; thence North 89 $^{\circ}$ 47' East, along the south line of said Lot 49 for 595.0'; thence North 0 $^{\circ}$ 25' West for 550.7'; thence North 89 $^{\circ}$ 47' East for 726.3' to the east line of said Lot 49; thence North 0 $^{\circ}$ 25' West along the east line of said Lot 49 for 200.0' to a point lying 570.0' southerly from corner No. 3 of Lot 50, Township 52 North, Range 101 West; thence South 89 $^{\circ}$ 47' West for 1321.3' to the West Line of said Lot 49; thence South 0 $^{\circ}$ 25' East along the west line of said Lot 49 for 750.7' to the POINT OF BEGINNING; EXCEPTING that part lying within the right-of-way of Wyoming State Highway 120.

The affiants herein intend to convey certain lots owned by them to various purchasers by deeds, subject to the restrictive covenants on the part of the purchaser as hereinafter set forth. These covenants shall run with the real property hereinabove described and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless modified or amended as provided for within these covenants.

If the parties hereto or any of them or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning any of the lands hereinabove described to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate such covenants, and either to prevent him or them from so doing, or to recover damages or other dues for such violations.

The purposes of these covenants are to insure the proper development and use of the property, to protect the owner of each parcel against such improper development and use of surrounding parcels as will depreciate the value of his parcel, to prevent the erection on said property of structures built of improper design or materials, to encourage the erection of attractive improvements at appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate free spaces between structures.

Invalidation of any one of these covenants by judgment or Court Order shall in no way effect any of the other covenants which shall remain in full force and effect.

The covenants and building restrictions are as follows:

1. USE

This property shall be used for light industrial, manufacturing, warehousing, distribution, or other type purposes not inconsistent with the enumerated uses.

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2. OBJECTIONABLE USES

No industry or other business shall be established, maintained or operated upon this property which constitutes an annoyance or a nuisance by reason of unsightliness or the emission of vibrations, smoke, dust, noise, glare, odor, fumes, or offensive effluents of any kind or character whatsoever, and no portion of said property shall be used for the manufacture, storage, distribution, or sale of materials or products which might depreciate the value of adjoining property. 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 bailing of waste or scrap paper, rags, scrap metals, bottles, or junk;
- (b) Central mixing plant for asphalt, mortar, plaster or concrete;
- (c) Alfalfa dehydrating mills;
- (d) Slaughter houses, meat packing plants and rendering works.

3. CONSTRUCTION

Construction or alteration of any buildings in the Dry Acres Industrial Park shall meet the standards provided in these covenants. Exterior surface of all buildings or structures shall be of concrete, masonry, fifteen-year colored metal or noncombustible approved metals except walls of offices, and the main entrances of any office building facing the front line shall have an exterior facing of brick, painted block, stone, flagstone, fifteen-year colored metal, mossrock, pre-cast concrete products or architectural concrete. Structural framing shall be of reinforced concrete, steel or laminated wood members. All buildings shall conform to applicable building codes of the City of Cody and Park County as are in effect at the time of construction.

4. IMPROVEMENTS

Improvements erected on property subject to these covenants shall not exceed forty (40) feet in height. Provided, however, that water towers standpipes, pent-houses, or structures of housing elevator equipment, stairways, ventilating fans, or similar equipment, cooling or other towers, radio or television masts, flagpoles, chimneys, storage or similar structures may extend up to an additional twenty (20) feet more of height.

5. LOADING DOCKS AND ENTRIES

Truck loading docks shall be constructed only on the sides or rear of any building or structure. Loading docks shall be located so as to accommodate all trucks and trailers without requiring maneuvering or protrusion into any street or onto adjoining property during the time of loading or unloading.

6. CLEAN GROUNDS - REMOVAL OF WASTES

All unused or undeveloped land, all buildings and structures and all parking and other unpaved areas, shall be maintained at all times by the lot owner in a clean, presentable and safe condition. No garbage or decomposable animal or vegetable waste shall be placed or stored upon any lot or tract except in tightly-covered metal or plastic containers maintained in an orderly and sanitary condition. All other refuse shall be placed in containers or enclosures in a manner not constituting a nuisance by reason of wind, litter, disorderly appearance, or abnormal fire hazard. The lot owner or lessee shall be responsible for the removal of undergrowth, debris, rubbish, excess dirt, trash, industrial wastes or garbage, or any other unsightly materials upon his property at least once per week. No industry that produces industrial wastes may operate in the Park except with the approval of a majority of the then record owners of the lots. Treatment and disposal of industrial wastes shall be in conformity with accepted standards of the City of Cody, Park County and the State of Wyoming.

7. SIGNS

No billboards or advertising signs other than those identifying the name, business and products of the lot owner shall be permitted, except that directional signs and a sign offering the premises for sale or lease, shall be permitted.

8. WATER AND SEWERAGE

A water hookup will be brought to each lot line by the developers for the purpose of providing domestic water to each lot, excluding Lots 3 and 10, from said lot line it will be the responsibility of the individual lot owner to assume the cost of completing the water system necessary for his facility. Future maintenance costs will be shared on a prorata basis by the lot owners. The owner of each lot shall, whenever required for the use and occupation of such lots install at the costs and expense of the owner, sanitary sewer facilities upon the premises. All sewer facilities constructed and installed upon such lot shall comply with all applicable laws, rules, regulations and ordinances of the State of Wyoming and the County of Park. When water and sewerage are made available to this area through annexation by the City of Cody, each property owner shall connect up to the said facilities and assume proportional share for cost of same.

9. PARKING

It shall be the primary responsibility of each property owner to provide adequate parking for both employees and customers. Employee, customer, owner or tenant parking will not be permitted on streets or right-of-way.

10. ROADWAYS

It is covenanted that the affiants herein, George C. and Alta F. Reesy, shall cause to be constructed at their sole expense a roadway contained on the plat named Chopper Lane. The roads within Dry Acres Industrial Park, namely Chopper Lane and Reesy Road, shall be maintained as private roads to be used by the present and future owners, successors or assigns of property within the subdivision, for ingress and egress, including traffic and activities incidental to the operation of commercial enterprises as allowed by these covenants. Reesy Road is subject to those provisions contained in an easement recorded in Book 49, Pages 778-779 in the office of the Park County Clerk. Each landowner in said subdivision shall share on a per acre prorata basis the cost of maintaining the roadways until such time as the roadways are dedicated to the City of Cody or the County of Park. Said dedication to be made to the public at such time as it is requested.

11. EASEMENTS

Each lot owner or lessee shall execute any and all instruments which are necessary and reasonable for the further development of the Dry Acres Industrial Park, including the granting of easements of not more than twenty feet in width, for gas lines, sanitary sewers, storm sewers, telephone lines, and electrical lines; provided that no such area or easement shall interfere with any building plans for, or buildings constructed on, any such property.

12. MODIFICATION AND AMENDMENT

The covenants and restrictions herein contained, except those set forth in paragraphs 1. USE, and 10. ROADWAYS, may be waived, abandoned, or terminated in whole or in part from time to time as to any one or more of the lots by written consent of the majority of the then record owners of the lots contained within the subdivision. Such written consent must be recorded in the office of the County Clerk of Park County, Wyoming, before any such waiver, abandonment or termination shall be effective.

ACKNOWLEDGMENT

We hereby state and acknowledge that we are the sole owners of the property above-described and that we have entered into these covenants and restrictions freely and voluntarily.

IN WITNESS WHEREOF, we have hereunto set our hands as of the 17th day of February, 1981.

George C. Reesy
George C. Reesy

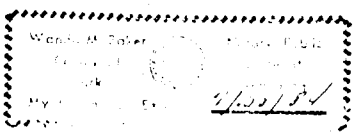
Alta F. Reesy
Alta F. Reesy

STATE OF WYOMING }
COUNTY OF PARK } ss.

The foregoing instrument was acknowledged before me by George C. & Alta F. Reesy husband and wife,

this 17th day of February, 1981.

WITNESS my hand and official seal.



Franklin B. [Signature]
NOTARY PUBLIC

My Commission Expires: 4/22/84

State of Wyoming } ss.
County of Park }
This instrument was filed for record on the 18 day of March, 1981 at 1:15 P. M. and duly recorded in Map Book 58 records on page 552
MARRIOTT, Register of Deeds
By [Signature] Deputy
No. 193466