

DECLARATION OF

PROTECTIVE COVENANTS FOR ENERGY PARK

548577

This Declaration, made this 20th day of Jan., 1984, by Energy Park, Inc., a Wyoming corporation, with its principal office located in Gillette, Campbell County, Wyoming, hereinafter called "Declarant" or "Developer", the owner and developer of Energy Park, an Industrial Park, in the City of Gillette, County of Campbell, State of Wyoming, the plat thereof being recorded in Book 4 of Plats, Page 111, in the office of the Clerk and Recorder, Campbell County, Wyoming;

Whereas, Energy Park, Inc. is the owner and intends to develop and offer for lease or sale lots and tracts in the Industrial Park as shown on the plat and desires that all parcels within the development be subject to the covenants, easements, restrictions, conditions and charges as hereinafter set forth;

Now, therefore, it is hereby declared;

Energy Park, Inc. does hereby impose and charge all parcels within Energy Park Industrial Park with the exceptions, covenants, agreements, easements, restrictions, conditions, and charges as set forth herein, hereby specifying that said Declarations shall constitute covenants to run with the land, and shall be binding on all parties and all

STATE OF WYOMING

Campbell County } ss.

Filed for record this 18th day of June A.D. 19 84 at 12:06 o'clock P.M. and recorded in Book 75 of Photos, on page 87 Fees \$ 22.25 **548577**

Sivian E. Addison  
County Clerk and Ex-Officio Register of Deeds

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ABSTRACTED  
INDEXED

By Blorothy Beck  
Deputy

successors and assigns claiming under them, and for the benefit of and limitations upon all future owners in said development.

I.

Easements Reserved and Dedicated in the Plat

All easements and rights-of-way for utilities, storm sewers, and drainage purposes and functions are dedicated and reserved to the public as set forth in the plat.

Easements may be used for the construction, installation, maintenance and location of underground electric or communication cables, storm drainage or sanitation sewers, pipelines for supplying gas, water, or heat, including mains and service pipes.

Purchasers or lessees of lots and tracts within the Park shall at their own cost and expense keep and preserve that portion of the easement and right-of-way within their own property lines at all times in good condition and repair and no buildings or other improvements may be constructed over or upon the easements.

II.

Grant of Covenants, Easements and Restrictions

1. Land and Building Use. The property, buildings and improvements in Energy Park shall be used only for those purposes permitted by the ordinances of the City of

Gillette, the environmental laws of the State of Wyoming and those uses specifically authorized and approved by Developer as herein provided.

A. Zoning and Building Regulations. The use and building regulations as now or hereafter imposed by the provisions of the Zoning and Building Ordinances of the City of Gillette, Wyoming, shall apply throughout the development except as such may be modified by a duly constituted authority.

B. Unless and until amended or unless a variance is granted, any other use or any manufacturing or fabricating which use is noxious or offensive by reason of vibration, noise, dust, fumes, gas, odor or smoke shall not be permitted in Energy Park.

C. Developer reserves the right to limit the uses of all property within Energy Park to those uses which are consistent and compatible with adjoining uses and the overall development of the park. No property shall be sold or leased, nor shall construction commence until the Developer has issued a written approval of the use. In the event Developer fails to respond within thirty (30) days after receipt of written notice of intended use, the party requesting approval shall be relieved from further notice requirements and may use the property as stated in the written notice.

2. Type of Construction. The exterior walls of all buildings shall be fire resistant and shall be constructed of masonry or steel materials. All sides of buildings facing any street shall be of masonry construction or facing. The kind, type, and use of materials shall be subject to all building codes and ordinances of the City of Gillette (Uniform Building Code) and shall meet all fire codes for the City of Gillette, Campbell County, and the State of Wyoming.

3. Approval of Plans. No construction or alteration of any buildings, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to any site or lot, shall be commenced until the property owner or lessee has received written approval of all plans or specifications from the Developer or his designated agent, and all city and state permits and approvals. Site plans and specifications shall be submitted to the Developer and his consulting architect for approval and the property owners or lessee shall obtain a written receipt therefor. In the event the Developer fails to approve or disapprove such building plans, specifications, and site plans within the thirty (30) days after they have been submitted, such approval shall not be required and this covenant will be deemed to have been complied with.

4. Minimum Yard Requirements. The following minimum yards, measured in feet, shall be required within the Industrial Park.

A. Building improvements made on lots or parcels shall have a minimum yard requirement of fifty (50) feet from all street right-of-way lines.

B. Minimum side and rear yard requirements which do not abut a street shall be twenty-five (25) feet from the respective lot lines.

C. Yards facing streets shall be planted with twenty-five (25) feet of grass from property line and properly maintained as a lawn area except that part used for driveways.

D. The minimum distance between any two buildings on the same tract or lot shall be twenty (20) feet.

5. Parking Facilities. Owners or occupants of tracts or lots within this development shall provide either of the following minimum parking facilities which will result in the most parking area:

A. Parking in Relation to Personnel

- 1 Space for each 1½ plant employees
- 1 Space for each managerial personnel
- 1 Visitor parking space for each managerial personnel

B. Parking in Relation to Floor Area (worker density)

- 1 Space for each 1,000 sq. ft. of gross floor area used for warehousing and distribution
- 1 Space for each 500 sq. ft. of gross floor area used for manufacturing
- 1 Space for each 400 sq. ft. of office floor area

In no case shall any storage, servicing, or dismantling of automobiles or other vehicles, or loading or unloading operations be permitted in the required parking areas. All parking shall be hard surfaced with appropriate curb. In all cases of hard surfacing shall mean plant mix asphalt cement paving or portland cement concrete paving.

6. Loading Areas. All loading and unloading operations shall be off-street. No loading or unloading shall be permitted in the parking or lawn areas or in a location which will interfere with ingress or egress thereto. Loading areas shall be hard surfaced, as provided in paragraph 5. No loading docks shall be constructed facing any public street or highway.

7. Outside Storage. Outside open storage may be stored in the rear yard only when the property is properly screened from view from all sides by means of an opaque fence or wall, minimum of six (6) ft. high, which shall be maintained in good condition. The plans and specification

for any fence shall be submitted to The Developer for approval as provided in paragraph 3 and paragraph 11.

8. Outdoor Signs. Outdoor signs identifying the name, business and products of the occupant of any given site may be utilized with the prior written approval of The Developer. Such signs shall not be larger than six (6) feet in height and ten (10) feet in length. Appropriate logos will be permitted.

9. Maintenance of Undeveloped Areas. Any portion of a tract that is not improved with buildings, parking facilities, loading facilities, and lawn area shall be seeded to a cover planting which grows to a height not to exceed approximately twelve (12) inches, and at all times shall be attractively maintained. No part of any of the land area shall be planted or cultivated row crops.

10. Fences. All fencing for screening, security or other purposes, shall be attractive in appearance and shall be of an all-metal, industrial type of galvanized or nonferrous material. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the building setback lines set forth above except with the prior written approval of the Developer. All plans for fencing shall be submitted to the Developer for the approval as provided in paragraph 3.

11. Replatting or Subdividing. The owner of any lot or parcel within this development shall never at any time replat, subdivide, or resubdivide any lot into a smaller lot or parcel or in any other manner change this plat without first obtaining the prior written approval of the Declarant.

12. Wastes. No garbage or decomposable animal or vegetable wastes shall be placed or stored upon any lot or tract except in tightly covered metal or plastic containers which must be renewed periodically. 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 hazards. The owner shall be responsible for the removal of garbage and other refuse from his premises at least once each week.

13. Exceptions, Modifications, Variances or Amendments. The Developer and Declarant shall be authorized to make such exceptions, modifications, variances or amendments to, these protective covenants as unusual circumstances or special situations may warrant; provided, however, that such exceptions or modifications shall not invalidate these covenants in principal or general objectives. Any person desiring a change or variance in these covenants shall submit a



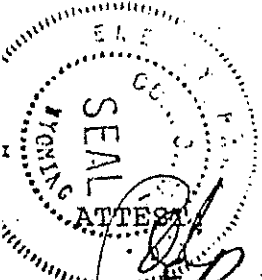
written request therefore to Declarant specifying specifically the nature of the variance requested. Declarant shall act upon the request and provide a written response either approving or disapproving the request within thirty (30) days.

14. Duration. These covenants run with the land and shall be binding upon all present and future owners of any part thereof for a term of fifty (50) years from the date hereof, at which time they shall terminate; provided however, that at any time within three (3) years before the expiration of said period, the then owners of two-thirds of the square feet area in this development may, by written declaration signed and acknowledged by them and recorded in the Register of Deed Office, Campbell County, Wyoming, extend such restrictions, conditions, and covenants for an additional ten year period, and this right to extend may be exercised thereafter so long as the owners of at least two-thirds out of the total sq. feet area in this development shall desire to do so.

15. Severability. If any paragraph or part thereof of this Declaration be declared invalid, illegal, or inoperative for any reason, the remaining parts so far as possible and reasonable, shall remain fully effective and operative.

16. Enforceability. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Any construction which is commenced in violation of these covenants shall immediately cease upon receipt of written notice of violation. Any person, firm or company found to be in violation of these covenants shall pay all costs and expenses incurred in the enforcement of these covenants and the reasonable attorney's fees incurred by the Developer or any other person seeking to enforce these covenants.

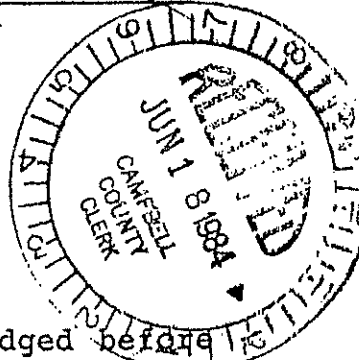
Dated this 20th day of Jan., 1984.



*ER Kawulok*  
Secretary

ENERGY PARK INC.

By *Mike Elmore*  
President



STATE OF WYOMING )  
County of Campbell ) ss

The foregoing instrument was acknowledged before me this 20th day of Jan., 1984 by Mike Elmore as President of Energy Park Inc.

WITNESS my hand and official seal.

*Ed [Signature]*  
Notary Public

My commission expires: 7-13-87

