

876090

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RESUBDIVISION LOT 2, TRACT 2, BISON ESTATES
N/K/A LOTS 2A, 2B, 2C**

THIS DECLARATION is made on the day hereinafter set forth by TYT, LLC, a Wyoming limited liability company, as the legal owner of the property situated in Gillette, Campbell County, Wyoming.

**ARTICLE I
DEFINITIONS**

1. The "Declarant" shall mean TYT, LLC.
2. The "Land" shall mean the following described real property located in Gillette, Campbell County, Wyoming:

Resubdivision Lot 2, Tract 2 Bison Estates, n/k/a Lots 2A, 2B, 2C, according to the official plat recorded June 9, 2006, Book 8 of Plats, Page No. 138, with the Campbell County Clerk.
3. "Lot or Lots" shall mean any parcel or parcels of real estate contained within the Land.
4. The "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title in any Lot which is part of the property, including contract sellers, but excluding any of those having an interest merely as security for the performance of an obligation.
5. "Covenants" or "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions.

**ARTICLE II
PURPOSE**

This Declaration is established in order to provide a general plan for the improvement and development of the Land. The Declarant desires to subject the Land, and any subdivisions thereof, to certain conditions, covenants and restrictions.

NOW THEREFORE, the Declarant hereby declares all of the Land shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Land and be binding on all parties having any right, title or interest in the above-described Land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE III
GENERAL RESTRICTIONS ON ALL TRACTS**

Each Lot shall be constructed upon, improved, used and occupied only for business or commercial purposes as described in City of Gillette zoning ordinance C-P Planned Neighborhood Business District, subject to the following limitations. The following uses shall not be allowed: cigar-tobacco store, convenience store, gasoline filling station, liquor store, pet shop, tavern or lounge, or fire station.

**ARTICLE IV
BUILDING PLANS AND APPROVAL**

1. Building size. The primary building on any Lot shall have a finished ground floor area of not less than 2500 square feet. The Declarant pursuant to this article shall approve any detached buildings or accessory structures.

2. Building Plan Approval. The Declarant shall have the authority and responsibility for approving or disapproving of proposed construction and location plans of any building or improvements on the Land. No construction or improvement on the land shall be commenced until the plans and specifications, as to outward appearance and design, and site location have been submitted to and approved in writing by Declarant. The exterior of the primary building shall be 20% brick or stone. Declarant must approve the color of exterior siding and other surfaces. Any construction upon the Land shall include landscape development and fencing plans. Provided, however, that if the Declarant fails to approve or disapprove such plans and specifications within 30 days after the plans, specifications, and site location have been submitted, they shall be deemed approved. All construction shall be in conformance with the plans as submitted.

The primary purpose of the plan approval provided for herein is for the Declarant to insure that buildings on the Land conform to and harmonize with existing buildings and do not detract from other buildings on the Land. The Declarant shall exercise reasonable judgment in its review and approval.

Any remodel or alteration of a building or improvement on the Land which changes the outward appearance or design of and an existing building or improvement must be approved by Declarant as provided herein.

3. Non-liability of Declarant. The Declarant shall not be liable to any Owner or other person, corporation, limited liability company or other entity for any loss, damage or injury arising out of or in any way connected with performance of it authority pursuant to this article. The Declarant in approving design/constructions plans does not approve the adequacy, accuracy, or quality of engineering contained in such plans.

4. Declarant's Successor in Interest. In the event the Declarant is not the owner of Lot 2A, the owner of said lot, as Declarant's successor in interest, shall have the authority and responsibility described herein.

**ARTICLE V
VEHICLES/PARKING**

Vehicles shall only be parked in designated parking areas on the Land. No inoperable vehicle shall be parked on the land for more than 72 hours. Maintenance equipment and maintenance vehicles shall be stored in an enclosed structure.

**ARTICLE VI
PROHIBITION AGAINST NOXIOUS ACTIVITY ON TRACTS**

No noxious activity shall be permitted on any Lot which is a nuisance to any other Lot or which could foreseeably become a nuisance to other Lots.

**ARTICLE VII
AESTHETIC MAINTENANCE**

All buildings, landscaping, other improvements and parking areas shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the Land.

**ARTICLE VIII
OWNER LIABLE FOR LESSEE**

Any Owner who leases or otherwise transfers any interest in a Lot shall be responsible for assuring compliance by the Lessee or assigned interest holder with all provisions of these Covenants. The Owner shall be jointly and severally responsible with the Lessee for any such violations.

**ARTICLE IX
SIGNS**

Signs consistent with the Ordinances of the City of Gillette are allowed; however, no neon lighted signs shall be allowed.

**ARTICLE X
NO RESUBDIVISION**

No Owner may subdivide a Lot without the written consent of Declarant or its successor in interest.

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

1. Severability. In the event a court of competent jurisdiction declares any portion of these Covenants to be invalid or unenforceable, the remaining provisions of these Covenants shall remain in effect.

2. Effect and Duration. These Covenants shall run with the Land and shall be for the benefit of and binding on each Tract, Owner, and their respective heirs, assigns, agents, invitees, social guests, and successors in interest and shall continue to be of full force and effect perpetually unless these Covenants are terminated pursuant to the laws of the State of Wyoming.


3. Amendments. These Covenants may be amended by the unanimous consent of all Owners of the Land.

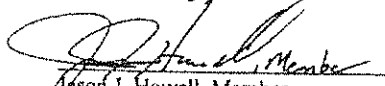
4. Enforcement. Any Owner may institute proceedings at law or in equity to enforce any of the provisions of these Declarations, to restrain any individual or entity from violating or threatening to violate these Covenants, to recover damages for such violations, and shall be entitled to collect all attorney's fees and collection costs incurred in the successful enforcement of these Covenants. Any judgement obtained pursuant to these covenants, including attorney fees and costs shall be a lien against the property of the violator of the Covenant upon the filing of a sworn statement of lien, until paid or foreclosed by the lien holder. Failure to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 8 day of August, 2006.

TYT, LLC


Gregory J. Pasek, Member


Toni L. Bell, Member

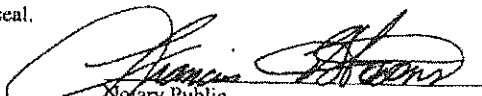

Jason J. Howell, Member


DeAnn L. LaDuke, Member

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

Acknowledged before me by Gregory J. Pasek, Jason J. Howell, Toni L. Bell, and DeAnn L. LaDuke, members of TYT, LLC, this 8 day of August, 2006.

WITNESS my hand and official seal.


Notary Public

CONSENT AND SUBORDINATION BY MORTGAGEE

US Bank, NA, Rapid City, South Dakota, as Mortgagee of Land, hereby consents to the Declaration of Covenants, Conditions and Restrictions contained herein, and subordinates its mortgage for purposes of the establishment and enforcement of the Covenants.

US Bank, NA

By William Gartland
William Gartland, Vice President
Business Banking

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF PENNINGTON)

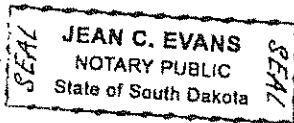
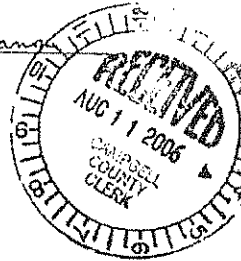
Acknowledged before me by William Gartland, Vice President of US Bank, NA, Mortgagee, this 3rd day of August, 2006.

WITNESS my hand and official seal.

Jean C. Evans
Notary Public

My commission expires:

My Commission Expires
September 30, 2009



STATE OF WYOMING)
Campbell County) ss.
Filed for record this 11th day of August A 2006 at 4:02 o'clock P. M. and recorded in Book 2179
of Photos on page 588-592 Fees \$ 20.00 876090
Cheryl Andersen RECORDED
County Clerk and Ex-Officio Register of Deeds ABSTRACTED
INDEXED
By Deputy Doreen M. Jensen CHECKED