

506831

DECLARATION OF RESTRICTIVE AND  
PROTECTIVE COVENANTS FOR  
GILLETTE BUSINESS PARK SUBDIVISION

A RESUBDIVISION OF TRACT B & C OF TARVER RANCH COMPANY ADDITION IN  
SECTION 21, T50N, R72W, 6th. P.M.  
CAMPBELL COUNTY WYOMING

Community Development Systems, Inc., fee owner of the following described  
real property located in the County of Campbell, State of Wyoming, to-wit:

Parcels 1, 2, and 3, inclusive, Lots 1 through 14,  
inclusive, Block 1, Lots 1 through 10, inclusive,  
Block 2, and Lots 1 through 10, inclusive, Block 3  
Gillette Business Park Subdivision, County of Camp-  
bell, State of Wyoming, according to the official  
plat thereof filed for record December 2, 1981 in  
Book 3 of Plats, pages 158 and 159, of the records  
of the County Clerk and Recorder of Campbell County,  
Wyoming.

hereby makes the following declaration as to limitations, restrictions, and uses  
to which the lots referred to above (hereafter "the Lots") may be put, and hereby  
specifies that such declaration shall constitute covenants to run with the land, as  
provided by law, and shall be binding upon on all persons or entities now or hereafter  
owning the Lots and all persons claiming under them, and for the benefit of and  
limitation upon all future property owners within said subdivision (hereafter "the  
Subdivision").

SECTION A. PURPOSE OF COVENANTS

- (1) The purposes of the requirements set forth herein are to:
  - (a) attain high quality development and construction within the  
Subdivision and
  - (b) insure compatibility and harmony between the improvements erected  
on the Lots and between said improvements and the land within and  
without the Subdivision;
  - (c) prevent nuisances;

STATE OF WYOMING

Campbell County

Filed for record this 28th day of January A. D. 19 82 at 4:02 o'clock PM. and recorded in Book 594  
of Photos on page 22 Fees \$ 26.25

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

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

By *[Signature]*  
Deputy

506831

- (d) prevent the impairment of the attractiveness of the land within and without the Subdivision;
  - (e) Maintain the desired tone of the community;
  - (f) protect the value of each lot within the subdivision;
  - and
  - (g) secure to each Lot owner the full enjoyment and benefit of said Lot with no greater restriction on the free and undisturbed use of said Lot than is necessary to insure the same advantages to other Lot owners.
- (2) The procedures and standards set forth herein shall primarily apply to:
- (a) assuring compatibility and harmony of exterior colors, materials and design;
  - (b) relating the proposed improvements for each Lot to the natural features of the land within and without the Subdivision and to neighboring improvements; and
  - (c) conforming proposed plans and specifications to the requirements of this Declaration.
- (3) Compliance with this Declaration does not constitute compliance with any applicable building codes or regulations.

SECTION B. ARCHITECTURAL REVIEW PROCEDURES:

- (1) Submission of Preliminary Plans and Specifications.
- (a) At the time of the preliminary architectural design of any improvements to be erected on any Lot within the Subdivision, the Lot owner shall submit plans and specifications to Community Development Systems, Inc. (hereafter "CDS") for approval.
  - (b) Within thirty (30) days following CDS receipt of preliminary plans and specifications, CDS shall notify the Lot owner of its approval, conditional approval or rejection of the said plans and specifications.
- (2) Submission of Final Plans and Specifications.
- (a) Prior to the commencement of construction of any improvements on any Lot and subsequent to the issuance of approval or conditional approval pursuant to Section B(1)(b) hereof the Lot owner shall submit duplicate copies of the plans and specifications of said improvements to CDS.

Book 594 of Photos, page 24

- (b) The plans and specifications to be submitted pursuant to Section B(2)(a) hereof shall include, but not be limited to, the following:
- (i) the floor plans, exterior elevations, details of exterior architectural features, wall sections and plot grading;
  - (ii) the principal exterior materials and color schemes;
  - (iii) the location, type and method of utilization of all utilities;
  - (iv) a full description of all signs, lighting, and site clearance planned in connection with the construction of the improvements;
  - (v) an approximate schedule showing commencement and completion dates for the improvements to be constructed on the Lot, utility hook up and completion of landscaping work;
  - (vi) a landscaping plan which shall show:
    - (A) the position, and type of all trees, shrubs, plantings, and living ground cover;
    - (B) location and type of fencing, peripheral or retaining walls, driveways, off street parking areas;
    - (C) all other topographical and decorative features.
- (c) All plans and specifications submitted to CDS pursuant to Section B(2)(a) hereof shall be approved, conditionally approved or rejected within thirty (30) days following CDS's receipt of complete plans and specifications.
- (d) On or before the expiration of the thirty-day period set forth in Section B(2)(c) hereof, CDS shall send the Lot owner a notice stating:
- (i) the reason for CDS's rejection of the owner's plans and specifications, if rejected;
  - (ii) CDS's approval of said plans and specifications; or
  - (iii) CDS's conditions of approval, if said plans and specifications are conditionally approved.
- (e) The notice mailed pursuant to Section B(2)(d)(iii) hereof shall stipulate that said approval shall not be effective until CDS has received the Lot owner's consent to be bound by the conditions of approval therein proposed. In the event that the Lot owner shall withhold his consent to such conditions, the plans and specifications shall be deemed to have been rejected.
- (f) CDS's approval, conditional approval or rejection of any plans and specifications submitted pursuant to Section B(1)(a) or B(2)(a) hereof shall be based on the purposes set forth in Section A

Book 594 of Photos, page 25  
hereof and compliance with the requirements of Section C  
hereof. CDS's approval shall not be unreasonably withheld.  
CDS's action shall not be arbitrary or capricious and shall  
be conclusive and binding upon all interested parties.

- (g) All plans and specifications to be submitted to CDS hereunder shall be mailed or delivered to the following address or to such other address as CDS may from time to time designate.

Community Development Systems, Inc.  
181 East 56th Avenue, Suite 500  
Denver, Colorado 80216

- (h) In the event that any plans or specifications submitted pursuant to this Declaration are rejected by CDS, the resubmission of plans and specifications shall be subject to the same requirements which applied to the original submittal.
- (i) CDS shall have the right to waive compliance with or vary any of the procedures or standards set forth herein, at its discretion, for good cause shown.
- (j) At reasonable times and upon reasonable notice, representatives of CDS shall have the right to enter upon any Lot during the course of construction of any improvements hereunder for the purpose of inspecting said improvements to verify the Lot owner's compliance with the approved plans and specifications. One copy of the approved plans and specifications shall be retained by CDS for the purpose of said inspections.

SECTION C. ARCHITECTURAL AND DESIGN CRITERIA:

(1) Architectural Requirements:

(a) Building Design:

Building design shall relate to adjacent buildings and the natural topographical features within each Lot. Orientation of uses within each Lot shall relate to uses of adjoining Lots and overall pedestrian and vehicular circulation patterns within and without the Subdivision.

(b) Site Planning:

Site planning shall relate to existing buildings and streets. Natural topography shall be maintained wherever possible and buildings shall be designed to conform to and complement existing topography.

(c) Building Groups:

When multiple structures are planned as a part of a single ownership or project on any single Lot or group of Lots, said structures shall

Book 594 of Photos, page 26  
be designed in a unified architectural and spatial manner.

(d) Vehicular Access:

Vehicular access to each Lot or each group of Lots under common ownership shall be carefully designed in relation to vertical and horizontal curves, sight distances, median cuts, and other driveways. Commonly accepted traffic engineering criteria shall be uniformly applied and curb cuts minimized. Any curb cuts designed from Warlow Drive shall be approved by the City of Gillette and CDS.

(e) Pedestrian Circulation:

Attention shall be giving to pedestrian circulation on site from parking areas to the structures planned for each Lot, open space and pedestrian walkways and to structures on adjoining Lots.

(f) Landscaping:

Landscaping shall be designed to unify the building and its site, existing buildings and existing adjacent landscaping. Paving materials and planting shall be appropriate to accomplish the purposes set forth in Section A hereof.

(g) Exterior Materials:

Exterior materials shall be carefully controlled as to character. The use of non-metallic exterior wall systems utilizing concrete, masonry or wood and building materials with finishes in a range of earth tones are required.

(h) Building Codes:

All improvements to be erected on any Lot, including electrical, plumbing and mechanical systems, shall be in compliance with all applicable codes, ordinances, rules and regulations now or hereafter in effect.

(i) Architect/Engineer:

All improvements to be erected on any Lot shall be designed by a licensed architect or engineer.

(j) Exterior Mechanical Equipment:

No heating, air conditioning, electrical or other equipment shall be installed on the roof of any building or structure or hung on the exterior walls of any building or structure unless the same is covered, screened and installed in a manner which shall first have been approved in writing by CDS.

- (k) Fencing:

All fencing to be erected on any Lot shall be of wood. The type and style shall be of a nature as to not allow visability through the material or fence itself.
- (2) Miscellaneous Requirements:
  - (a) Loading Areas:

Truck loading and receiving areas shall be screened from view by architectural means or by landscaping and shall not be permitted in the front yard of any Lot except with the prior approval of CDS.
  - (b) Waste Storage:

Exterior waste or rubbish storage areas may be permitted with the approval of CDS, provided that they are architecturally screened from view and from wind. All trash and rubbish containers must be kept covered and out of sight at all times.
  - (c) Materials Storage:

No materials, supplies, equipment, finished products or semi-finished products, raw materials, or articles of any nature shall be stored or permitted to remain on any Lot outside the buildings or structures constructed thereon, unless screened by fencing as set forth in Section C(1)(k).
  - (d) On Site Utility Connections:

All permanent electrical or telephone connections and installation of wires to buildings or structures on any Lot shall be made underground from the nearest available power source. No transformer, electric, gas or other meter of any type or other such apparatus shall be located on any power pole nor hung on the outside of any building or structure. Such equipment shall be placed on or below the surface of the land and, when placed on the surface, shall be adequately screened and fenced, and all such installations shall be subject to the prior approval of CDS.
  - (e) On-Site Drainage:

Each Lot owner shall be required to provide adequate drainage facilities, including on-site ponds and/or controls of storm water runoff resulting from precipitation. The amount of ponding or controls shall be at least sufficient to accomodate estimated change in storm water runoff resulting from the placement of buildings and parking areas, and shall be discharged in a manner consistent with commonly accepted engineering practices.
  - (f) Street Parking:

No parking shall be permitted on any street or access road at any place other than the paved parking spaces to be provided within each Lot.
  - (g) Vehicular Storage:

Automobile parking spaces shall not be used for permanent or temporary storage of trucks, trailers, buses and other large semi-mobile equipment provided that the parking of such vehicles and equipment

Book 594 of Photos, page 28  
may be permitted if prior approval of adequate screening by  
landscaping or fencing is obtained from CDS.

(h) Water Supply:

No individual water-supply system shall be permitted on any Lot unless each system is located, constructed and equipped in accordance with the requirements and standards of the City of Gillette, Wyoming Water and Sewer District. Approval of such system shall be obtained from said authority prior to commencement of construction.

(i) Sewage Disposal:

No individual sewer disposal system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements of the City of Gillette Water and Sewer District. Approval of such system shall be obtained from said authority prior to commencement of construction.

(j) On-Site Parking Space Requirements:

Each Lot owner shall, as a minimum, provide parking space for the improvements to be erected on each Lot, or group of Lots held in common ownership and devoted to common use, in accordance with applicable zoning and building codes.

(k) Nuisances:

No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done thereon which may constitute or may become a nuisance to other Lot owners within the Subdivision.

(l) Excluded Uses:

No Lot or group of Lots within the Subdivision shall be used as a site for a gravel pit, automobile wrecking yard, junk yard or waste disposal area.

(m) Building Location:

For the purposes of this covenant no building shall be located nearer than thirty (30) feet to the front or street lot line(s), eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

SECTION D. CONSTRUCTION REQUIREMENTS:

(1) Pre-Construction Conference:

Prior to commencing construction, each Lot owner or his builder or contractor,

will meet with representatives of CDS to review procedures and coordinate proposed construction activities on the Lot.

(2) Compliance with Applicable Laws and Regulations:

All applicable federal, state and local laws, rules, regulations and orders will be strictly observed by the Lot owner and his contractors and subcontractors at all times.

(3) Construction Trailers, Portable Field Offices Etc.:

Prior to locating any construction trailer, field office or similar equipment within the subdivision, the Lot owner or his contractor shall first obtain the written approval of CDS. Said approval shall set forth the location of such equipment and shall require the removal of said equipment within thirty (30) days following completion of construction.

(4) Storage of Materials and Equipment:

(a) Owners and contractors are permitted to store construction materials and equipment on the Lot during the construction period. It shall be neatly stacked, properly covered and secured. Storage of material or construction equipment outside the owner's or builder's Lot will be done only with the approval of CDS.

(b) Storage of materials or equipment shall be the sole responsibility of the Lot owner and his contractor.

(c) Lot owners and contractors shall not disturb, damage or trespass on other Lots or common areas within the Subdivision.

(5) Debris and Trash Removal:

(a) Owners and contractors shall clean up all trash and debris on the Lot at the end of each week. Trash and debris shall be removed from each Construction Site at least once a week. Lightweight material, packaging, and other items, shall be covered or weighted down to prevent wind from blowing such materials off the Lot. Lot owners and contractors are prohibited from dumping, burying, or burning trash anywhere in the Subdivision except in areas designated by CDS.

(b) During the construction period, each Lot shall be kept neat and shall be properly policed to prevent it from becoming a public nuisance, eyesore, or from adversely affecting other Lots or common areas within the Subdivision. All clean-up costs incurred by CDS



will be billed to the Lot owner. Book 594 of Photos, page 30

- (c) Dirt, mud or debris resulting from construction activity on each Lot shall be promptly removed from public or private roads, common areas, driveways or other portions of the Subdivision.
- (6) Sanitary Facilities:  
Each Lot owner and contractor shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the Lot itself or in areas approved by CDS.
- (7) Parking Areas:  
Construction crews will not park on, or otherwise use other Lots or common areas within the Subdivision. Private vehicles, construction vehicles and machinery parked off any Lot will be parked in areas designated by CDS.
- (8) Restoration or Repair of Other Property Damaged:  
(a) Damage and scarring to other property, including, but not limited to other Lots, common areas, roads, driveways or other improvements within the Subdivision will not be permitted. If any such damage occurs, it shall be repaired and restored promptly at the expense of the person or entity causing the same.  
(b) Upon completion of construction, each Lot owner or his contractor shall clean his Lot and repair all damaged property.
- (9) Each Lot owner within the Subdivision will be responsible for the conduct and behavior of his representatives, builders, contractors, and subcontractors. Each Lot owner shall require his contractor to read this Declaration prior to commencement of any construction work on the Lot. Each Lot owner shall insert a provision in his construction contract with his contractor obligating such contractor to comply with the requirements set forth in this Section D during the course of construction and to cause his subcontractors to comply with said section.

SECTION E. POST CONSTRUCTION MAINTENANCE:

- (1) Site and Building Maintenance:  
Each Lot owner shall keep his improvements in a safe, clean and neat condition; shall remove, replace or restore all such items not in such condition and shall comply in all respects with all government, health and police requirements and with such standards as are established by CDS. Each Lot owner shall remove at its own expense any rubbish or trash of any character which may accumulate on its property. Rubbish and trash shall not be disposed

Book 594 of Masters, page 31  
of within the Subdivision by burning in open fires or incinerators.

(2) Maintenance of Landscaping and Grounds:

The grounds within each Lot shall be maintained in a neat and adequate manner which shall include lawn mowing, hedge trimming, adequate irrigation, replacement of dead, diseased or unsightly landscaping, removal of weeds from planted areas and appropriate pruning of plant materials.

SECTION F. DURATION AND AMENDMENT:

(1) Duration:

This Declaration, and any amendments hereto, shall remain in effect until December 31, 2011 unless sooner terminated as hereinafter provided.

(2) Amendment:

These Covenants may be amended, or terminated, or extended for successive 20-year terms by an instrument in writing executed and acknowledged by CDS and by owners of more than one-half of the Lots within the Subdivision other than land then owned by CDS, or if at such time CDS does not own land in the Subdivision, by an instrument in writing executed and acknowledged by the owners of more than two-thirds of the Lots in the subdivision. Amendments made pursuant to the provisions of this Section F(2) shall insure to the benefit of and be binding upon the owners of all land in the Subdivision, and any other persons or entities having an interest therein, their respective heirs, successors and assigns. A certificate of a licensed abstract company showing record ownership of the land shall be evidence of such ownership and status for voting purposes.

SECTION G. ENFORCEMENT:

The conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of each Lot owner within the Subdivision. These conditions, covenants, restrictions and reservations may be enforced, as provided hereinafter, by any Lot owner, as well as by CDS. Violation of any condition, covenant, restriction, or reservation herein contained shall give to CDS and to any Lot owner the right to bring proceedings in law or equity against the party or parties violating or intending to violate any of the said covenants, conditions, restrictions, and reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any such covenants, conditions, restrictions, and reservations shall give to CDS the right to enter upon any Lot and abate, remove, modify or replace at the expense of the owner thereof any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof. Every act,

omission to act, or condition which violates the covenants, conditions, restrictions and reservations herein contained shall constitute a nuisance and every remedy available in law or equity for the abatement of public or private nuisances shall be available to each Lot owner and CDS. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgement is entered shall pay the attorney's fees of the party or parties for whom judgement is entered in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive. The failure of the Lot owners or CDS to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and neither the Lot owners nor CDS shall not be liable therefor.

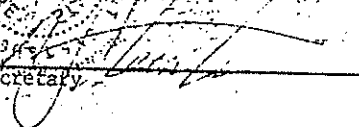
SECTION H. LIMITED LIABILITY:

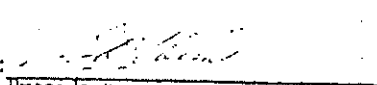
Neither CDS nor any director, officer, member, agent, partner or employee thereof shall be liable to any party for any action or for any failure to act with respect to any matter if the action was taken or failure to act was in good faith.

IN WITNESS WHEREOF, this Declaration has been executed as of the 15th day of December, 1981.

COMMUNITY DEVELOPMENT SYSTEMS, INC.

COMMUNITY DEVELOPMENT SYSTEMS, INC.

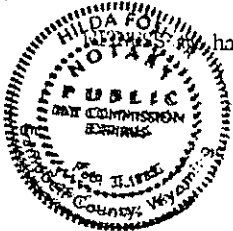
BY:   
Secretary

BY:   
President

STATE OF WYOMING )  
 ) ss;  
COUNTY OF CAMPBELL )

The foregoing was acknowledged before me this 11<sup>th</sup> day of December, 1981, before me personally appeared B.D. Keim to me personally known, who, being by me duly sworn, did say that he is the President of COMMUNITY DEVELOPMENT SYSTEMS, INC. and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A.J. Steinbach acknowledged said instrument to be the free act and deed of said corporation.

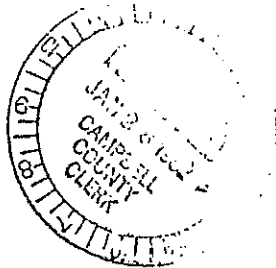
Given under my hand and notarial seal this 11<sup>th</sup> day of December, 1981.



\_\_\_\_\_ hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



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PROTECTIVE COVENANTS FOR

GILLETTE BUSINESS PARK SUBDIVISION

A RESUBDIVISION OF TRACT B & C OF TARVER RANCH COMPANY ADDITION IN

SECTION 21, T50N, R72W, 6th. P.M.

CAMPBELL COUNTY WYOMING

Community Development Systems, Inc., fee owner of the following described real property located in the County of Campbell, State of Wyoming, to-wit:

Parcels 1, 2, and 3, inclusive, Lots 1 through 14, inclusive, Block 1, Lots 1 through 10, inclusive, Block 2, and Lots 1 through 10, inclusive, Block 3 Gillette Business Park Subdivision, County of Campbell, State of Wyoming, according to the official plat thereof filed for record December 2, 1981 in Book 3 of Plats, pages 158 and 159, of the records of the County Clerk and Recorder of Campbell County, Wyoming.

hereby makes the following declaration as to limitations, restrictions, and uses to which the lots referred to above (hereafter "the Lots") may be put, and hereby specifies that such declaration shall constitute covenants to run with the land, as provided by law, and shall be binding upon on all persons or entities now or hereafter owning the Lots and all persons claiming under them, and for the benefit of and limitation upon all future property owners within said subdivision (hereafter "the Subdivision").

SECTION A. PURPOSE OF COVENANTS

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  - (a) attain high quality development and construction within the Subdivision and
  - (b) insure compatibility and harmony between the improvements erected on the Lots and between said improvements and the land within and without the Subdivision;
  - (c) prevent nuisances;

STATE OF WYOMING

Campbell County

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Filed for record this 28th day of January A. D. 1982 at 4:02 o'clock PM. and recorded in Book 594 of Photos on page 22. Fees \$ 26.25

*Signatures E. Addison*  
County Clerk and Ex-Officio Registrar of Deeds

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CHECKED

By  
Deputy

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- (d) prevent the impairment of the attractiveness of the land within and without the Subdivision;
  - (e) Maintain the desired tone of the community;
  - (f) protect the value of each lot within the subdivision; and
  - (g) secure to each Lot owner the full enjoyment and benefit of said Lot with no greater restriction on the free and undisturbed use of said Lot than is necessary to insure the same advantages to other Lot owners.
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Book 594 of Photos, page 24

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All improvements to be erected on any Lot shall be designed by a licensed architect or engineer.

(j) Exterior Mechanical Equipment:

No heating, air conditioning, electrical or other equipment shall be installed on the roof of any building or structure or hung on the exterior walls of any building or structure unless the same is covered, screened and installed in a manner which shall first have been approved in writing by CDS.

- (k) Fencing:

All fencing to be erected on any Lot shall be of wood. The type and style shall be of a nature as to not allow visibility through the material or fence itself.
- (2) Miscellaneous Requirements:
  - (a) Loading Areas:

Truck loading and receiving areas shall be screened from view by architectural means or by landscaping and shall not be permitted in the front yard of any Lot except with the prior approval of CDS.
  - (b) Waste Storage:

Exterior waste or rubbish storage areas may be permitted with the approval of CDS, provided that they are architecturally screened from view and from wind. All trash and rubbish containers must be kept covered and out of sight at all times.
  - (c) Materials Storage:

No materials, supplies, equipment, finished products or semi-finished products, raw materials, or articles of any nature shall be stored or permitted to remain on any Lot outside the buildings or structures constructed thereon, unless screened by fencing as set forth in Section C(1)(k).
  - (d) On Site Utility Connections:

All permanent electrical or telephone connections and installation of wires to buildings or structures on any Lot shall be made underground from the nearest available power source. No transformer, electric, gas or other meter of any type or other such apparatus shall be located on any power pole nor hung on the outside of any building or structure. Such equipment shall be placed on or below the surface of the land and, when placed on the surface, shall be adequately screened and fenced, and all such installations shall be subject to the prior approval of CDS.
  - (e) On-Site Drainage:

Each Lot owner shall be required to provide adequate drainage facilities, including on-site ponds and/or controls of storm water runoff resulting from precipitation. The amount of ponding or controls shall be at least sufficient to accommodate estimated change in storm water runoff resulting from the placement of buildings and parking areas, and shall be discharged in a manner consistent with commonly accepted engineering practices.
  - (f) Street Parking:

No parking shall be permitted on any street or access road at any place other than the paved parking spaces to be provided within each Lot.
  - (g) Vehicular Storage:

Automobile parking spaces shall not be used for permanent or temporary storage of trucks, trailers, buses and other large semi-mobile equipment provided that the parking of such vehicles and equipment

Book 594 of Photos, page 28  
may be permitted if prior approval of adequate screening by  
landscaping or fencing is obtained from CDS.

(h) Water Supply:

No individual water-supply system shall be permitted on any Lot unless each system is located, constructed and equipped in accordance with the requirements and standards of the City of Gillette, Wyoming Water and Sewer District. Approval of such system shall be obtained from said authority prior to commencement of construction.

(i) Sewage Disposal:

No individual sewer disposal system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements of the City of Gillette Water and Sewer District. Approval of such system shall be obtained from said authority prior to commencement of construction.

(j) On-Site Parking Space Requirements:

Each Lot owner shall, as a minimum, provide parking space for the improvements to be erected on each Lot, or group of Lots held in common ownership and devoted to common use, in accordance with applicable zoning and building codes.

(k) Nuisances:

No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done thereon which may constitute or may become a nuisance to other Lot owners within the Subdivision.

(l) Excluded Uses:

No Lot or group of Lots within the Subdivision shall be used as a site for a gravel pit, automobile wrecking yard, junk yard or waste disposal area.

(m) Building Location:

For the purposes of this covenant no building shall be located nearer than thirty (30) feet to the front or street lot line(s), eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

SECTION D. CONSTRUCTION REQUIREMENTS:

(1) Pre-Construction Conference:

Prior to commencing construction, each Lot owner or his builder or contractor,

will meet with representatives of CDS to review procedures and coordinate proposed construction activities on the Lot.

(2) Compliance with Applicable Laws and Regulations:

All applicable federal, state and local laws, rules, regulations and orders will be strictly observed by the Lot owner and his contractors and subcontractors at all times.

(3) Construction Trailers, Portable Field Offices Etc.:

Prior to locating any construction trailer, field office or similar equipment within the subdivision, the Lot owner or his contractor shall first obtain the written approval of CDS. Said approval shall set forth the location of such equipment and shall require the removal of said equipment within thirty (30) days following completion of construction.

(4) Storage of Materials and Equipment:

(a) Owners and contractors are permitted to store construction materials and equipment on the Lot during the construction period. It shall be neatly stacked, properly covered and secured. Storage of material or construction equipment outside the owner's or builder's Lot will be done only with the approval of CDS.

(b) Storage of materials or equipment shall be the sole responsibility of the Lot owner and his contractor.

(c) Lot owners and contractors shall not disturb, damage or trespass on other Lots or common areas within the Subdivision.

(5) Debris and Trash Removal:

(a) Owners and contractors shall clean up all trash and debris on the Lot at the end of each week. Trash and debris shall be removed from each Construction Site at least once a week. Lightweight material, packaging, and other items, shall be covered or weighted down to prevent wind from blowing such materials off the Lot. Lot owners and contractors are prohibited from dumping, burying, or burning trash anywhere in the Subdivision except in areas designated by CDS.

(b) During the construction period, each Lot shall be kept neat and shall be properly policed to prevent it from becoming a public nuisance, eyesore, or from adversely affecting other Lots or common areas within the Subdivision. All clean-up costs incurred by CDS

will be billed to the Lot owner. Book 594 of Photos, page 30

(c) Dirt, mud or debris resulting from construction activity on each Lot shall be promptly removed from public or private roads, common areas, driveways or other portions of the Subdivision.

(6) Sanitary Facilities:

Each Lot owner and contractor shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the Lot itself or in areas approved by CDS.

(7) Parking Areas:

Construction crews will not park on, or otherwise use other Lots or common areas within the Subdivision. Private vehicles, construction vehicles and machinery parked off any Lot will be parked in areas designated by CDS.

(8) Restoration or Repair of Other Property Damaged:

(a) Damage and scarring to other property, including, but not limited to other Lots, common areas, roads, driveways or other improvements within the Subdivision will not be permitted. If any such damage occurs, it shall be repaired and restored promptly at the expense of the person or entity causing the same.

(b) Upon completion of construction, each Lot owner or his contractor shall clean his Lot and repair all damaged property.

(9) Each Lot owner within the Subdivision will be responsible for the conduct and behavior of his representatives, builders, contractors, and subcontractors. Each Lot owner shall require his contractor to read this Declaration prior to commencement of any construction work on the Lot. Each Lot owner shall insert a provision in his construction contract with his contractor obligating such contractor to comply with the requirements set forth in this Section D during the course of construction and to cause his subcontractors to comply with said section.

SECTION E. POST CONSTRUCTION MAINTENANCE:

(1) Site and Building Maintenance:

Each Lot owner shall keep his improvements in a safe, clean and neat condition; shall remove, replace or restore all such items not in such condition and shall comply in all respects with all government, health and police requirements and with such standards as are established by CDS. Each Lot owner shall remove at its own expense any rubbish or trash of any character which may accumulate on its property. Rubbish and trash shall not be disposed

Book 594 of Plats, page 31  
of within the Subdivision by burning in open fires or incinerators.

(2) Maintenance of Landscaping and Grounds:

The grounds within each Lot shall be maintained in a neat and adequate manner which shall include lawn mowing, hedge trimming, adequate irrigation, replacement of dead, diseased or unsightly landscaping, removal of weeds from planted areas and appropriate pruning of plant materials.

SECTION F. DURATION AND AMENDMENT:

(1) Duration:

This Declaration, and any amendments hereto, shall remain in effect until December 31, 2011 unless sooner terminated as hereinafter provided.

(2) Amendment:

These Covenants may be amended, or terminated, or extended for successive 20-year terms by an instrument in writing executed and acknowledged by CDS and by owners of more than one-half of the Lots within the Subdivision other than land then owned by CDS, or if at such time CDS does not own land in the Subdivision, by an instrument in writing executed and acknowledged by the owners of more than two-thirds of the Lots in the subdivision. Amendments made pursuant to the provisions of this Section F(2) shall insure to the benefit of and be binding upon the owners of all land in the Subdivision, and any other persons or entities having an interest therein, their respective heirs, successors and assigns. A certificate of a licensed abstract company showing record ownership of the land shall be evidence of such ownership and status for voting purposes.

SECTION G. ENFORCEMENT:

The conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of each Lot owner within the Subdivision. These conditions, covenants, restrictions and reservations may be enforced, as provided hereinafter, by any Lot owner, as well as by CDS. Violation of any condition, covenant, restriction, or reservation herein contained shall give to CDS and to any Lot owner the right to bring proceedings in law or equity against the party or parties violating or intending to violate any of the said covenants, conditions, restrictions, and reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any such covenants, conditions, restrictions, and reservations shall give to CDS the right to enter upon any Lot and abate, remove, modify or replace at the expense of the owner thereof any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof. Every act,

omission to act, or condition which violates the covenants, conditions, restrictions and reservations herein contained shall constitute a nuisance and every remedy available in law or equity for the abatement of public or private nuisances shall be available to each Lot owner and CDS. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgement is entered shall pay the attorney's fees of the party or parties for whom judgement is entered in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive. The failure of the Lot owners or CDS to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and neither the Lot owners nor CDS shall not be liable therefor.

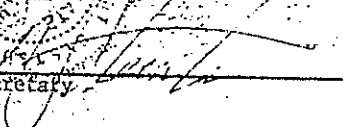
SECTION H. LIMITED LIABILITY:

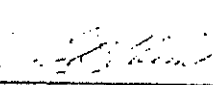
Neither CDS nor any director, officer, member, agent, partner or employee thereof shall be liable to any party for any action or for any failure to act with respect to any matter if the action was taken or failure to act was in good faith.

IN WITNESS WHEREOF, this Declaration has been executed as of the 15th day of December, 1981.

COMMUNITY DEVELOPMENT SYSTEMS, INC.

COMMUNITY DEVELOPMENT SYSTEMS, INC.

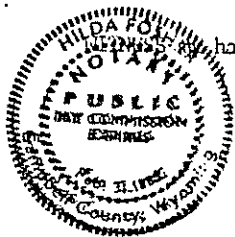
BY:   
Secretary

BY:   
President

STATE OF WYOMING        )  
                              ) ss;  
COUNTY OF CAMPBELL     )

The foregoing was acknowledged before me this 17<sup>th</sup> day of December, 1981, before me personally appeared B.D. Keim to me personally known, who, being by me duly sworn, did say that he is the President of COMMUNITY DEVELOPMENT SYSTEMS, INC. and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A.J. Steinbach acknowledged said instrument to be the free act and deed of said corporation.

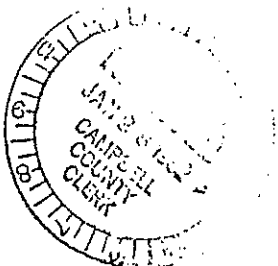
Given under my hand and notarial seal this 17<sup>th</sup> day of December, 1981.



\_\_\_\_\_ hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



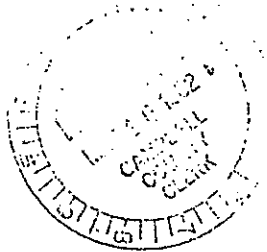


508889

DECLARATION OF RESTRICTIVE AND  
PROTECTIVE COVENANTS FOR  
BLOCK 4, LOTS 1 THROUGH 6,  
GILLETTE BUSINESS PARK SUBDIVISION

TRD, a joint venture, fee owner of the following described real property  
located in the County of Campbell, State of Wyoming, to-wit:

Block 4, Lots 1 through 6 inclusive of the  
Gillette Business Park Subdivision



hereby makes the following declaration as to limitations, restrictions, and  
uses to which the lots referred to above (hereafter "the Lots") may be put,  
and hereby specifies that such declaration shall constitute covenants to run  
with the land, as provided by law, and shall be binding upon all persons or  
entities now or hereafter owning the Lots and all persons claiming under  
them, and for the benefit of and limitation upon all future property owners  
within said subdivision (hereafter "the Subdivision").

SECTION A. PURPOSE OF COVENANTS:

- (1) The purposes of the requirements set forth herein are to:
  - (a) attain high quality development and construction within the  
Subdivision and
  - (b) insure compatibility and harmony between the improvements  
erected on the Lots and between said improvements and the land  
within and without the Subdivision;
  - (c) prevent nuisances;

STATE OF WYOMING |  
Campbell County | ss.  
Filed for record this 16th day of March A. D., 1982, at 3:20 o'clock P.M. and recorded in Book 02  
of Photos on page 60 Fees \$ 24.00 **508889**  
Deborah E. Robinson  
County Clerk and Ex-Officio Register of Deeds  
RECORDED  
INDEXED  
CHECKED

- (d) prevent the impairment of the attractiveness of the land within and without the Subdivision;
  - (e) maintain the desired tone of the community;
  - (f) protect the value of each lot within the subdivision; and
  - (g) secure to each Lot owner the full enjoyment and benefit of said Lot with no greater restriction on the free and undisturbed use of said Lot than is necessary to insure the same advantages to other Lot owners.
- (2) The procedures and standards set forth herein shall primarily apply to:
- (a) assuring compatibility and harmony of exterior colors, materials and design;
  - (b) relating the proposed improvements for each Lot to the natural features of the land within and without the Subdivision and to neighboring improvements; and
  - (c) conforming proposed plans and specifications to the requirements of this Declaration.
- (3) Compliance with this Declaration does not constitute compliance with any applicable building codes or regulations.

SECTION B. ARCHITECTURAL REVIEW PROCEDURES:

- (1) Submission of Preliminary Plans and Specifications.
- (a) At the time of the preliminary architectural design of any improvements to be erected on any Lot within the Subdivision, the Lot owner shall submit plans and specifications to TRD, a joint venture, for approval.
  - (b) Within ten (10) days following TRD, a joint venture receipt of preliminary plans and specifications, TRD, a joint venture shall notify the Lot owner of its approval, conditional approval or rejection of the said plans and specifications.
- (2) Submission of Final Plans and Specifications.
- (a) Prior to the commencement of construction of any improvements on any Lot and subsequent to the issuance of approval or conditional approval pursuant to Section B (1) (d) hereof the Lot owner shall submit duplicate copies of the plans and specifications of said improvements to TRD, a joint venture.
  - (b) The plans and specifications to be submitted pursuant to Section B (2) (a) hereof shall include, but not be limited to, the following:

- (i) The floor plans, exterior elevations, details of exterior architectural features, wall sections and plot grading;
- (ii) the principal exterior materials and color schemes;
- (iii) the location, type and method of utilization of all utilities;
- (iv) a full description of all signs, lighting, and site clearance planned in connection with the construction of the improvements;
- (v) an approximate schedule showing commencement and completion dates for the improvements to be constructed on the Lot, utility hook-up and completion of landscaping work;
- (vi) a landscaping plan which shall show:
  - (A) The position, and type of all trees, shrubs, plantings, and living ground cover;
  - (B) location and type of fencing, peripheral or retaining walls, driveways, off street parking areas;
  - (C) all other topographical and decorative features.
- (c) All plans and specifications submitted to TRD, a joint venture, pursuant to Section B (2) (a) hereof shall be approved, conditionally approved or rejected within ten (10) days following TRD, a joint venture's receipt of complete plans and specifications.
- (d) On or before the expiration of the ten-day period set forth in Section B (2) (c) hereof, TRD, a joint venture shall send the Lot owner a notice stating:
  - (i) the reason for TRD, a joint venture's rejection of the owner's plans and specifications, if rejected;
  - (ii) TRD, a joint venture's approval of said plans and specifications; or
  - (iii) TRD, a joint venture's conditions of approval, if said plans and specifications are conditionally approved.
- (e) The notice mailed pursuant to Section B (2) (d) (iii) hereof shall stipulate that said approval shall not be effective until TRD, a joint venture has received the Lot owner's consent to be bound by the conditions of approval therein proposed. In the event that the Lot owner shall withhold his consent to such conditions, the plans and specifications shall be deemed to have been rejected.
- (f) TRD, a joint venture's approval conditional approval or rejection of any plans and specifications submitted pursuant to Section B (1) (a) or B (2) (a) hereof shall be based on the purposes set forth in Section A

hereof and compliance with the requirements of Section C hereof. TRD, a joint venture's approval shall not be unreasonably withheld. TRD, a joint venture's action shall not be arbitrary or capricious and shall be conclusive and binding upon all interested parties.

- (g) All plans and specifications to be submitted to TRD, a joint venture hereunder shall be mailed or delivered to the following address or to such other address as TRD, a joint venture may from time to time designate.

TRD, a joint venture  
201 W Lakeway Road, Suite 406  
Gillette WY 82716

- (h) In the event that any plans or specifications submitted pursuant to this Declaration are rejected by TRD, a joint venture, the resubmission of plans and specifications shall be subject to the same requirements which applied to the original submittal.
- (i) TRD, a joint venture shall have the right to waive compliance with or vary any of the procedures or standards set forth herein, at its discretion, for good cause shown.
- (j) At reasonable times and upon reasonable notice, representatives of TRD, a joint venture, shall have the right to enter upon any Lot during the course of construction of any improvements hereunder for the purpose of inspecting said improvements to verify the Lot owner's compliance with the approved plans and specifications. One copy of the approved plans and specifications shall be retained by TRD, a joint venture, for the purpose of said inspections.

SECTION C. ARCHITECTURAL AND DESIGN CRITERIA:

- (1) Architectural Requirements:

- (a) Building Design:

Building design shall relate to adjacent buildings and the natural topographical features within each Lot. Orientation of uses within each Lot shall relate to uses of adjoining Lots and overall pedestrian and vehicular circulation patterns within and without the Subdivision.

- (b) Site Planning:

Site planning shall relate to existing buildings and streets. Natural topography shall be maintained wherever possible and buildings shall be designed to conform to and complement existing topography.

- (c) Building Groups:

When multiple structures are planned as a part of a single ownership or project on any single Lot or group of Lots, said structures shall be designed in a unified architectural and spatial manner.

(d) Vehicular Access:

Vehicular access to each Lot or each group of Lots under common ownership shall be carefully designed in relation to vertical and horizontal curves, sight distances, median cuts, and other driveways.

(e) Pedestrian Circulation:

Attention shall be giving to pedestrian circulation on site from parking areas to the structures planned for each lot, open space and pedestrian walkways and to structures on adjoining Lots.

(f) Landscaping:

Landscaping shall be designed to unify the building and its site, existing buildings and existing adjacent landscaping. Paving materials and planting shall be appropriate to accomplish the purposes set forth in Section A hereof.

(g) Exterior Materials:

Exterior materials shall be carefully controlled as to character. The use of non-metallic exterior wall systems utilizing concrete, masonry or wood and building materials with finishes in a range of earth tones are required.

(h) Building Codes:

All improvements to be erected on any Lot, including electrical, plumbing and mechanical systems shall be in compliance with all applicable codes, ordinances, rules and regulations now or hereafter in effect.

(i) Architect/Engineer:

All improvements to be erected on any Lot shall be designed by a licensed architect or engineer.

(j) Exterior Mechanical Equipment:

No heating, air conditioning, electrical or other equipment shall be installed on the roof of any building or structure or hung on the exterior walls of any building or structure unless the same is covered, screened and installed in a manner which shall first have been approved in writing by TRD, a joint venture.

(k) Fencing:

All fencing to be erected on any Lot shall be of wood. The type and style shall be of a nature as to not allow visibility through the material or fence itself.

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(a) Loading Areas:

Truck loading and receiving areas shall be screened from view by architectural means or by landscaping and shall not be permitted in the front yard of any Lot except with the prior approval of TRD, a joint venture.

(b) Waste Storage:

Exterior waste or rubbish storage areas may be permitted with the approval of TRD, a joint venture, provided that they are architecturally screened from view and from wind. All trash and rubbish containers must be kept covered and out of sight at all times.

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No materials, supplies, equipment, finished products or semi-finished products, raw materials, or articles of any nature shall be stored or permitted to remain on any Lot outside the buildings or structures constructed thereon, unless screened by fencing as set forth in Section C (1) (k).

(d) On Site Utility Connections:

All permanent electrical or telephone connections and installation of wires to buildings or structures on any Lot shall be made underground from the nearest available power source. No transformer, electric, gas or other meter of any type or other such apparatus shall be located on any power pole nor hung on the outside of any building or structure. Such equipment shall be placed on or below the surface of the land and, when placed on the surface, shall be subject to the prior approval of TRD, a joint venture.

(e) On-Site Drainage:

Each Lot owner shall be required to provide adequate drainage facilities, including on-site ponds and/or controls of storm water runoff resulting from precipitation. The amount of ponding or controls shall be at least sufficient to accommodate estimated change in storm water runoff resulting from the placement of buildings and parking areas, and shall be discharged in a manner consistent with commonly accepted engineering practices.

(f) Street Parking:

No parking shall be permitted on any street or access road at any place other than the paved parking spaces to be provided within each Lot.

(g) Vehicular Storage:

Book 602 of Photos, Page 72

Automobile parking spaces shall not be used for permanent or temporary storage of trucks, trailers, buses and other large semi-mobile equipment provided that the parking of such vehicles and equipment may be permitted if prior approval of adequate screening by landscaping or fencing is obtained from TRD, a joint venture.

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No individual water-supply system shall be permitted on any Lot unless each system is located, constructed and equipped in accordance with the requirements and standards of the City of Gillette, Wyoming Water and Sewer District. Approval of such system shall be obtained from said authority prior to commencement of construction.

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No individual sewer disposal system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements of the City of Gillette Water and Sewer District. Approval of such system shall be obtained from said authority prior to commencement of construction.

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(l) Excluded Uses:

No Lot or group of Lots within the Subdivision shall be used as a site for a gravel pit, automobile wrecking yard, junk yard or waste disposal area.

(m) Building Location:

For the purposes of this covenant no building shall be located nearer than thirty (30) feet to the front or street lot line(s), eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

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All applicable federal, state and local laws, rules, regulations and orders will be strictly observed by the Lot owner and his contractors and sub-contractors at all times.

(3) Construction Trailers, Portable Field Offices, Etc.:

Prior to locating any construction trailer, field office or similar equipment within the subdivision, the Lot owner or his contractor shall first obtain the written approval of TRD, a joint venture. Said approval shall set forth the location of such equipment and shall require the removal of said equipment with ten (10) days following completion of construction.

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- (a) Owners and contractors shall clean up all trash and debris on the Lot at the end of each week. Trash and debris shall be removed from each Construction Site at least once a week. Lightweight material, packaging, and other items, shall be covered or weighted down to prevent wind from blowing such materials off the Lot. Lot owners and contractors are prohibited from dumping, burying, or burning trash anywhere in the Subdivision except in areas designated by TRD, a joint venture.
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will be billed to the Lot owner.

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Construction crews will not park on, or otherwise use other Lots or common areas within the Subdivision. Private vehicles, construction vehicles and machinery parked off any Lot will be parked in areas designated by TRD, a joint venture.

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(a) Damage and scarring to other property, including, but not limited to other Lots, common areas, roads, driveways or other improvements within the Subdivision will not be permitted. If any such damage occurs, it shall be repaired and restored promptly at the expense of the person or entity causing the same.

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(9) Each Lot owner within the Subdivision will be responsible for the conduct and behavior of his representatives, builders, contractors, and subcontractors. Each Lot owner shall require his contractor to read this Declaration prior to commencement of any construction work on the Lot. Each Lot owner shall insert a provision in his construction contract with his contractor obligating such contractor to comply with the requirements set for in this Section D during the course of construction to cause his subcontractors to comply with said section.

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The grounds within each Lot shall be maintained in a neat and adequate manner which shall include lawn mowing, hedge trimming, adequate irrigation, replacement of dead, diseased or unsightly landscaping, removal of weeds from planted areas and appropriate pruning of plant materials.

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These Covenants may be amended, or terminated, or extended for successive 20-year terms by an instrument in writing executed and acknowledged by TRD, a joint venture, and by owners of more than one-half of the Lots within the Subdivision other than land then owned by TRD, a joint venture, or if at such time TRD, a joint venture does not own land in the Subdivision, by an instrument in writing executed and acknowledged by the owners of more than two-thirds of the Lots in the subdivision. Amendments made pursuant to the provisions of this Section F (2) shall insure to the benefit of and be binding upon the owners of all land in the Subdivision, and any other persons or entities having an interest therein, their respective heirs, successors and assigns. A certificate of a licensed abstract company showing record ownership of the land shall be evidence of such ownership and status for voting purposes.

SECTION G. ENFORCEMENT:


The conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and insure to the benefit of each Lot owner within the Subdivision. These conditions, covenants, restrictions and reservations may be enforced, as provided hereinafter, by any Lot owner, as well as by TRD, a joint venture. Violation of any condition, covenant, restriction, or reservation herein contained shall give to TRD, a joint venture, and to any Lot owner the right to bring proceedings in law or equity against the party or parties violating or intending to violate any of the said covenants, conditions, restrictions, and reservations, to enjoin them from doing so, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any such covenants, conditions, restrictions, and reservations shall give TRD, a joint venture, the right to enter upon any Lot and abate, remove, modify or replace at expense of the owner thereof any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof. Every act,

omission to act, or condition which violates the covenants, conditions, restric- tions and reservations herein contained shall constitute a nuisance and every remedy available in law or equity for the abatement of public or private nuisances shall be available to each Lot owner and TRD, a joint venture. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties for whom judgement is entered in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive. The failure of the Lot owners or TRD, a joint venture, to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and neither the Lot owners nor TRD, a joint venture shall not be liable therefor.

SECTION H. LIMITED LIABILITY:

Neither TRD, a joint venture, nor any director, officer, member, agent, partner or employee thereof shall be liable to any party for any action or for any failure to act with respect to any matter if the action was taken or failure to act was in good faith.

IN WITNESS WHEREOF, this declaration has been executed as of the 12th day of March, 1982.

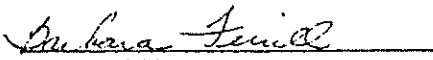
  
Willis Chrans, managing partner of TRD, a joint venture

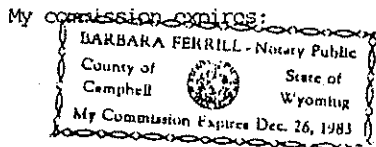
  
Ben R. Doud, managing partner of TRD, a joint venture

STATE OF WYOMING )  
 ) ss.  
County of Campbell )

The foregoing instrument was acknowledged before me by Willis Chrans and Ben R. Doud, managing partners of TRD, a joint venture, this 12th day of March, 1982.

Witness my hand and official seal.

  
Notary Public



Book 1259 of Photos, Page 22

**676498 AMENDMENT TO DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR GILLETTE BUSINESS PARK SUBDIVISION**  
 ( A RESUBDIVISION OF TRACT B AND C OF TARVER RANCH COMPANY ADDITION IN SECTION 21, TOWNSHIP 50N, RANGE 72W, 6TH P.M., CAMPBELL COUNTY, WYOMING)

THE UNDERSIGNED, constituting the owners of more than two-thirds of the lots in the Gillette Business Park Subdivision do hereby amend the Declaration of Restrictive and Protective Covenants for Gillette Business Park Subdivision dated December 15, 1981, and recorded in Book 594 of Photos, page 222, (hereinafter referred to as "the Declaration") pursuant to Section F(2) of the Declaration, as follows:

1. Section C(1)(g) of the Declaration shall be deleted and replaced with the following provision:

g. Exterior walls shall utilize concrete, masonry, wood, or metal materials. In the event metal materials are used, said exterior surface shall be painted in a color other than the color of galvanized corrugated metal.

2. Section C(1)(k) of the Declaration shall be deleted and replaced with the following provision:

k. Fencing - All fencing to be erected on any lot shall be made of wood consisting of vertically placed boards or shall be chain-link fencing.

3. It is the intent of this document that all provisions of the Declaration as amended by this document shall remain in full force and effect.

DATED this 13 day of September, 1993.

Owner of Lots 1 & 2, Block 1:

[Signature]  
 Calvin T. Foos

Owner of Lots 3 & 4, Block 1:

D-D-D Limited Partnership  
 By: [Signature]  
 Thurman E. Decker, General Partner

Owners of Lot 6, Block 1:

Donald Dale Cooper

Marleen Joyce Cooper

Robert Earl Prazma

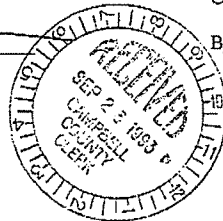
Shirley Joyce Prazma

Owner of Lots 8, 9, 10, 11, 12, & 14, Block 1 and Lots 6, 7, 8, 9, & 10, Block 3 and Parcel 3:

Park Land, Inc.,  
 By: [Signature]  
 Ted L. Larson, President

Owner of Lots 1, 2, 3, 4, & 5, Block 2 and Lot 6A, Block 2 of the Resubdivision of Lots 6-10, Block 2:

City of Gillette,  
 By: [Signature]



Book 1259 of Photos, Page 23

Owners of Lot 3, Block 3:

Thurman E. Decker  
Thurman E. Decker  
Dolores E. Decker  
Dolores E. Decker

Owner of Lots 4 & 5, Block 3:

Larry's Plumbing and Heating, Inc.  
By: Larry F. Sucton  
Larry F. Sucton, President

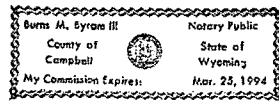
STATE OF WYOMING )  
                                  ) §  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me by Calvin T. Foos this 27<sup>th</sup> day of August, 1993.  
Witness my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:

STATE OF WYOMING )  
                                  ) §  
COUNTY OF CAMPBELL )



x The foregoing instrument was acknowledged before me by Thurman E. Decker, general partner of D-D-D Limited Partnership this 26 day of AUGUST, 1993.  
Witness my hand and official seal.

Bonnie L. Rubesh  
Notary Public

My Commission Expires: 3/11/97

STATE OF WYOMING )  
                                  ) §  
COUNTY OF CAMPBELL )



The foregoing instrument was acknowledged before me by Donald Dale Cooper and Marleen Joyce Cooper this \_\_\_\_\_ day of \_\_\_\_\_, 1993.  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF WYOMING )  
                                  ) §  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me by Robert Earl Prazma and Shirley Joyce Praszma this \_\_\_\_\_ day of \_\_\_\_\_, 1993.  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Book 1259 of Photos, Page 24

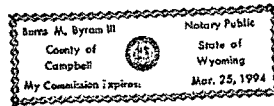
STATE OF WYOMING )  
 ) §  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me by Ted L. Larson, President of Park Land, Inc. this 27<sup>th</sup> day of August, 1993.  
Witness my hand and official seal.

Burr M. Byram III  
Notary Public

My Commission Expires:

STATE OF WYOMING )  
 ) §  
COUNTY OF CAMPBELL )

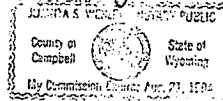


The foregoing instrument was acknowledged before me by E.G. Collins, Mayor of the City of Gillette this 19<sup>th</sup> day of September, 1993.  
Witness my hand and official seal.

Janetta S. Wesley  
Notary Public

My Commission Expires:

STATE OF WYOMING )  
 ) §  
COUNTY OF CAMPBELL )



✕ The foregoing instrument was acknowledged before me by Thurman E. Decker and Doloras E. Decker this 26 day of AUGUST, 1993.  
Witness my hand and official seal.

Bonnie L. Rubesh  
Notary Public

My Commission Expires: 3/11/97

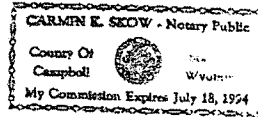
STATE OF WYOMING )  
 ) §  
COUNTY OF CAMPBELL )



The foregoing instrument was acknowledged before me by Larry F. Suchor, President of Larry's Plumbing and Heating, Inc. this 26<sup>th</sup> day of August, 1993.  
Witness my hand and official seal.

Carmin E. Skow  
Notary Public

My Commission Expires: July 18, 1994



STATE OF WYOMING )  
Campbell County )  
Filed for record this 23rd day of September, A.D. 19 93, at 11:46 o'clock a.M. and recorded in Book 1259  
of Photos on page 22-24 Fees \$ 10.00 676438  
Thomas E. Addison RECORDED  
County Clerk and Ex-Officio Register of Deeds INDEXED  
CHECKED  
By Margaret Lueddke  
Deputy