

RECORDED JANUARY 30, 1979 BK 237 PG 455 NO. 756135 MARGARET LEWIS, COUNTY CLERK

DECLARATION OF PROTECTIVE COVENANTS

Riverside Industrial Park
First Addition

THIS DECLARATION, made this 26th day of January, 1979 by Terradel Company, Inc., a Wyoming corporation having its principal office in Sheridan County, Wyoming, hereinafter referred to as "the Declarant",

W I T N E S S E T H :

WHEREAS, the Declarant is the owner of certain real property in the County of Sheridan, State of Wyoming, more particularly described hereinafter; and

WHEREAS, in order to establish a general plan for the improvement and development of said property, the Declarant desires to subject said property to certain conditions, covenants and restrictions, upon and subject to which all of said property shall be held, improved and conveyed:

NOW, THEREFORE, The Declarant hereby makes the following Declaration:

The Declarant, owner of the hereinafter described real property, hereby declares that said property is now held, and shall hereafter be held, transferred, sold, conveyed, and occupied, subject to the restrictions herein set forth, each and all of which is and are for, and shall inure to, the benefit of and pass with each and every parcel of said property and shall apply to and bind the heirs, assignees and successors in interest of any owner thereof.

The purpose of these protective covenants is to insure the proper development and use of said property, to protect the owner of each parcel against such improper development and use of surrounding parcels as will depreciate the value of his parcel, to prevent the

erection on said property of structures built of improper design or materials, to encourage the erection of attractive improvements at appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement of said property in accordance with a general plan.

The real property subject to this Declaration is described as follows, to-wit:

Parts of Lots 3 and 4, Section 2 in Township 55 North, Range 84 West; Part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35, Township 56 North, Range 84 West of the 6th P.M.

PROTECTIVE COVENANTS

1. USE This property shall be used only for industrial, manufacturing, warehousing, office, distribution, or other business purposes.
2. OBJECTIONABLE USES No industry or other business shall be established, maintained or operated upon this property which constitutes an annoyance or nuisance by reason of unsightliness or the emission of vibrations, smoke, dust, noise, glare, odor, fumes or offensive effluents of any kind or character whatsoever, and no portion of said property shall be used for the manufacture, storage, distribution, or sale of materials or products which might depreciate the value of an adjoining property. Reference is made to the City of Sheridan Zoning Codes for regulated exceptions.
3. CONSTRUCTION No building or structure shall be erected or altered until and unless the plans and specifications for the same showing the nature, shape, size, color, architectural design, materials and location on the lot shall have been first submitted to and approved in writing by the Declarant within thirty (30) days after the submission to it of such

plans and specifications. Failure to either approve or disapprove the plans and specifications within this period shall constitute approval of said plans and specifications.

The following plans and information, as appropriate, shall be submitted to the Declarant for his approval:

- a. Preliminary architectural plans for proposed building or buildings.
- b. A site plan showing location and design of buildings, driveways, driveway access to streets, parking areas, loading areas, maneuvering areas and sidewalks.
- c. A grading plan and a planting plan showing future and existing one foot contours and spot elevations and proposed landscaping, including screen walls and fences.
- d. A site plan showing utilities and utility easements.
- e. Plans for all signs to be erected, including details of sign locations, design, sizes, color and lighting.
- f. A description of proposed operations in sufficient detail to permit judgement of whether or not proposed uses are permitted under the terms of then existing zoning ordinances and to permit judgement of the extent of any noise, odor, glare, vibration, smoke, dust, gas, or wastes that may be created.
- g. Any other information required in order to ensure compliance with the requirements contained herein.

4. BUILDING SET-BACK LINES There shall be a minimum of 20 foot setback building line relating to street right-of-way. There shall be a minimum 5 foot setback, building line to property line, where the property line divides two industrial tracts.

5. LOADING DOCKS AND ENTRIES Truck loading docks shall be constructed only on the sides or rear of any building or structure, and the traffic area around the loading docks shall be paved. Truck loading docks shall be located so as to accomodate all trucks and trailers without requiring maneuvering or protrusion into any street during the time of loading or unloading. No more than two curb cuts with a maximum of 40 foot entry drives will be permitted per lot.

6. LANDSCAPING; CLEAN GROUNDS; REMOVAL OF WASTES All unpaved land between the front of a building and the front property line of the property upon which said building is located shall be landscaped and grassed. All such landscaped and grassed areas, as well as all unused or undeveloped land, all building and structures and all parking and other unpaved areas, shall be maintained at all times by the property owner in a clean, presentable and safe condition. 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, and said containers maintained in an orderly and sanitary condition. All other refuse shall be placed in containers or enclosures in a manner not constituting a nuisance by reason of wind litter, disorderly appearance, or abnormal fire hazard. The property owner shall be responsible for the removal of undergrowth, debris, rubbish, trash, excess dirt, industrial wastes or garbage, or any other unsightly materials upon his property at least once per week. No industry that produces industrial wastes may operate in the Park except with the approval in writing of the Declarant. Treatment and disposal of industrial wastes shall be in conformity with accepted standards of the City of Sheridan and the State of Wyoming.

7. SIGNS No billboards or advertising signs other than those identifying the name, business and products of the property owner shall be permitted, except that directional signs and a sign offering the premises for sale or lease, of approximately the same size as those then in general use in the Sheridan, Wyoming, area shall be permitted. (The use of flashing signs is subject to approval by Declarant.) The size, content and location of all signs shall be approved by the Declarant.

8. STORAGE Whenever temporary open storage of goods, equipment, supplies and other materials is necessary, such open storage shall be fenced with a screening fence at least six feet in height.

9. 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 non-ferrous 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 written approval of the Declarant.
10. WATER AND SEWERAGE When water and sewerage are made available to the area in which this property is located, each property owner shall connect up to said facilities.
11. PARKING It shall be the primary responsibility of each property owner to provide adequate parking for both employees and customers, and in no event shall the ratio between employment and car space be less than the minimum required by the Sheridan County Zoning Codes. Employee, customer, owner or tenant parking will not be permitted on streets or on rights-of-way.
12. DEDICATIONS AND EASEMENTS The Declarant reserves the right to construct utility lines overhead and utility lines, pipes and conduits underground through an area of not more than twenty feet in width across the real estate covered by these covenants, and each property owner or lessee shall execute any and all instruments necessary and reasonable for the further development of the Park, including the granting of easements of not more than twenty feet in width for gas lines, sanitary sewers, storm sewers, telephone lines, entrance and access roads and electrical lines; provided that no such area or easement shall interfere with any building plans for, or buildings constructed on, any such property. The Declarant shall restore the land surface of any such easement to its original condition.
13. REMEDIES FOR VIOLATIONS The Declarant or any owner of the above described land shall have the right to sue for and obtain an injunction prohibiting the violation of any covenants set forth herein, in

addition to a legal action for damages; and the failure of the Declarant or the owner of any lot or lots or building sites hereby restricted to enforce any of the covenants herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so as to any subsequent violation. The violation of these covenants shall not defeat nor render invalid the lien of any mortgage made in good faith.

14. PERIOD OF EFFECTIVENESS The above covenants shall terminate and have no further effect after twenty-five (25) years from this date; provided, that at any time within three (3) years before the expiration of said period, the then owners of two-thirds (2/3) of the square feet area in the Park may, by written declaration signed and acknowledged by them and recorded in the deed records in the Office of the Clerk of Sheridan County Court extend such restrictions, conditions and covenants for a period of ten (10) years additional; and this right to so extend may be exercised any amount of times thereafter so long as the then owners of two-thirds (2/3) of the square feet area in the Park shall desire to do so.

15. WAIVER The Declarant hereby expressly reserves the right to waive and rescind any or all of the foregoing covenants, all of which shall continue in force and effect.

IN TESTIMONY WHEREOF, Terradel Company, Inc. has caused this instrument to be signed in its name by its President and its Secretary and its Corporate Seal to be applied the day and year first written above.

TERRADEL COMPANY, Inc.

STATE OF WYOMING)
) SS
County of Sheridan)

By

Joseph L. Fletcher
President

William L. King
Secretary

The foregoing instrument was acknowledged before me this 26th day of January, 1979, by Joseph L. Fletcher and William L. King for Terradel Company, Inc.

Robert B. Smith
Notary Public