

DECLARATION OF RESTRICTIVE COVENANTS

FOR

BRUNDAGE CORNER SUBDIVISION

This Declaration of Restrictive Covenants for Brundage Corner Subdivision is executed this 5th day of May, 2008, by T and C LLC, a Wyoming limited liability company (herein referred to as "Developer").

WHEREAS, Developer is the owner of the following described property, to-wit:

Lots 1, 2 and 3 of the Brundage Corner Subdivision, a subdivision in Sheridan County, Wyoming, the plat of which is recorded in the office of the Sheridan County Clerk and Recorder of Sheridan County, Wyoming in Book B of Plats at plat number 56.

and

WHEREAS, the Developer believes that a uniform reciprocal covenant which assures that part of the parking spaces on each lot will be available for the customers of all lot owners of the subdivision will enhance the commercial usefulness of the lots for the benefit of all future lot owners and will thereby protect the value and desirability of the above described property;

NOW THEREFORE, Developer hereby declare that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the property described above and hereby specify that these declarations shall constitute covenants not merely personal, but covenants the benefits and burdens of which run with all of the land and shall be binding upon all parties having any right, title or interest in the land or any part thereof, their heirs, successors and assigns. (including tenants) and shall inure to the benefit of the owners and occupants of the property.

I. Reciprocal Right to Use Parking and Pedestrian Ingress and Egress: No less than fifty percent (50%) of the parking spaces on each of the lots described above shall be

available to the customers, patrons, suppliers, vendors, service providers and other business invitees, (but not including employees) of the owners or occupants of the other two (2) lots which are described above, subject only to the reasonable restrictions referred to below. The employees of the owner or occupant of each lot shall park exclusively on the lot of the owner or occupant by whom they are employed. In addition, the pedestrian customers, patrons, suppliers, vendors, service providers and other business invitees (including employees) shall have the right to cross each lot to obtain access to the other two (2) lots, subject only to the reasonable restrictions referred to below.

II. Signs and Other Parking Directions: The owner or occupant of each lot may construct or paint signs which designate not more than fifty percent (50%) of the parking spaces on its lot as being reserved for its employees, customers, patrons, suppliers, vendors, service providers and other business invitees. Such signs shall clearly indicate which spaces are restricted and shall not imply or be calculated to cause any reasonable person to believe that any other parking spaces are restricted. Any parking spaces which do not have a sign restricting their use to the owner or occupant of the lot on which they are located shall be considered to be unrestricted and shall be available for parking by the customers, patrons, suppliers, vendors, service providers and other business invitees of the other two (2) lots.

III. Imposition of Reasonable Restrictions and Rules: The owners of each of the lots may make and enforce reasonable restrictions and rules relating to the parking spaces which are located on its lot, PROVIDED THAT, such rules shall not be designed or used to prevent or restrict the customers, patrons, suppliers, vendors, service providers and other business invitees of the other two (2) lots from parking on the unrestricted parking spaces. Such restrictions and rules may, for example, (1) prohibit vehicles with "For Sale" signs; (2) prohibit parking of vehicles containing dangerous, toxic or illegal substances; (3) prohibit vehicles which are dangerous; (4) prohibit vehicles with unrestrained or inadequately restrained dogs or other animals; (5) prohibit vehicles which

constitute a nuisance; and (6) prohibit vehicles which interfere with the lot owner's normal business operation. The owners of each of the lots may also enforce reasonable restrictions and rules relating to pedestrian access across its lot ALSO PROVIDED THAT such rules shall not be designed or used to prevent or restrict the customers, patrons, suppliers, vendors, service providers and other business invitees of the other two (2) lots from using its lot to obtain access to their businesses. Such restrictions and rules may, for example, (1) prohibit pedestrians from engaging in conduct which is dangerous or detrimental to the health or safety of any person; (2) prohibit such persons from doing damage to the property of any person; (3) prohibit such pedestrians from bringing dogs or other pets across the lot; (3) prohibit any conduct which is illegal or which would be detrimental to the business environment of the three (3) lots described above.

IV. Maintenance: The owner of each lot shall be responsible for the cost of maintaining its own parking lot.

V. Liability and Insurance: The owner of each lot shall maintain a policy of liability insurance with limits which shall be considered adequate under the circumstances which exist at the time to cover damage which it may be liable for as the result of its ownership, use and maintenance of the parking spaces on its lot.

VI. Duration: This Restrictive Covenants shall last for a period of forty (40) years from the date it is executed. The Covenant shall be automatically renewed for an additional forty (40) years unless the owners of each of the three (3) lots shall execute and record in the office of the Sheridan County Clerk and Recorder an agreement to terminate it before the expiration of the first forty (40) year period.

VII. Amendment and Modification: This Restrictive Covenant may be amended or modified by a written instrument signed by the owners of all three (3) lots which is recorded in the office of the Sheridan County Clerk and Recorder.

VIII. Third Party Rights: This Restrictive Covenant shall create any rights in any third party EXCEPT that the City of Sheridan, Wyoming shall have the right to bring suit


or take any other action required to enforce the provisions of this Restrictive Covenant with regard to the number of parking spaces required under any building permit or applicable law.

IX. Enforcement: The owner of any one (1) of the lots described above shall have the right to enforce this Restrictive Covenant.

X. Binding Effect: This Restrictive Covenant shall be binding upon the owners of all of the lots described above and their tenants, successors, assigns and any other lawful occupant of said lots.

Dated this 5th day of May, 2008.

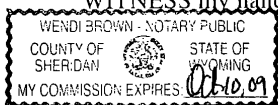
T and C LLC

By: 
Kon Ho In, its Manager

STATE OF WYOMING)
 : ss.
County of Sheridan)

The above and foregoing Declaration of Restrictive Covenants for Brundage Corner Subdivision was subscribed, sworn to and acknowledged before me this 5th day of May, 2008, by Kon Ho In, the Manager of T and C LLC.

WITNESS my hand and official seal.



Wendy Brown
Notary Public

My Commission expires: Oct. 10, 2009