

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR
WESCO BUSINESS PARK**

WESCO, LLC, a Wyoming limited liability company (herein "Declarant"), hereby declares that all of the lands within Wesco Subdivision, as more particularly described as Lots 1 through 14, as laid out and shown in that Plat prepared by Mentock Engineering, approved by the City Council, City of Sheridan, on MAY 31, 2004, and recorded in the Office of the County Clerk Sheridan County, Wyoming in Drawer W of Plats, as Plat number 50, (herein "Plat") shall be subject to the express covenants, conditions, restrictions and easements (herein "Covenants"), as set forth hereinafter:

1. SUBDIVISION / LOTS DEFINED. These Covenants shall apply to all that land located in the East ½ of Section 2, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, consisting of approximately 24.99 acres, which is more specifically described and shown on said Plat as Phase 1 of WESCO SUBDIVISION – said subdivision shall be defined and described herein as "Wesco Business Park" or the "Subdivision."

Each and all of the lots described as Lots 1 through 14 in Wesco Business Park shall be expressly subject to these Covenants, and shall be referred to herein as "Lot" or "Lots". The record owner of each Lot, whether one or more individuals or entities, shall be referred to herein as the "Owner".

2. DECLARANT'S INTENT/GENERAL PURPOSE OF COVENANTS. Declarant makes these Covenants for the purposes of: creating and keeping the Subdivision desirable, attractive, beneficial, valuable and suitable in architectural design, materials and appearance for a high quality business park and as an access corridor to other high quality developments; guarding against fires and other hazards and the unnecessary interference with the natural beauty of the Subdivision and the surrounding area; and for the mutual benefit and general protection of each Lot, the Owners, the Declarant and for other lands owned by Declarant in the area of the Subdivision.

Of additional primary importance and consideration in making these Covenants is Declarant's intention to develop and subdivide other lands adjacent to and near the Subdivision. Wesco Business Park, and the fourteen lots therein as shown on the Plat, is Phase 1 of a multi-phase development plan of business/commercial and residential subdivision lots by Declarant. Heartland Drive, as shown on the Plat, shall serve as a primary access to Declarant's future phases of business/commercial development as well as Declarant's future residential lot subdivisions. Because Heartland Drive will serve such an important role in providing access and as a main corridor to Declarant's future subdivisions, the appearance, appeal and aesthetics of the corridor along Heartland Drive in the Subdivision must be kept to high standards and shall be protected by Declarant (and the Architectural Control Committee, as defined below) for the benefit of the Subdivision, the Lots and Declarant's future subdivisions and lots.

These Covenants, and matters relating to the Subdivision, shall be controlled, maintained and enforced by the Architectural Control Committee (herein "ACC") and the Commercial Owner's Corporation (herein "Corporation"). The Corporation is described in more detail below and shall be comprised of the Owner of each Lot. The ACC is also described in more detail below and shall consist of member(s) who shall be charged primarily with the architectural review and approval of all matters relating to the Lots and the Subdivision.

3. USES OF LOTS. Each Lot in Wesco Business Park shall be used for business/commercial enterprises and shall conform to all Covenants expressed herein and on the Plat and to all applicable City of Sheridan ordinances, laws and regulations.

4. RE-SUBDIVISION. No Lot may be further divided or re-subdivided into any parcel less than one (1) acre. In the event an Owner of any Lot wishes to re-subdivide a

Lot, the prior written approval of the ACC shall be first obtained. If such written approval is granted by the ACC, then these Covenants shall apply to all re-subdivided lots.

5. **EASEMENTS.** Easements and rights-of-way are hereby expressly granted and reserved by Declarant for the purposes and in the locations as described and shown on the Plat. Each Lot shall have the benefit and burden of an easement across those areas described and shown on the Plat for: utility easements for the construction, maintenance, operation, replacement, enlargement and repair of electrical, gas, telephone, cable, water, irrigation, storm, drainage, sewer, and similar utility lines, pipes, wire ditches and conduits. These easements are granted and reserved for the benefit of each Lot within the Subdivision and for the further benefit of Declarant and for said future developments by Declarant and for Declarant's successors and assigns.

6. **ARCHITECTURAL CONTROL COMMITTEE.** The Architectural Control Committee ("ACC") shall have the right to govern, control and enforce the architectural review and building requirements for all construction on a Lot and any other improvements to a Lot and for the enforcement of these Covenants in general. The ACC shall further be responsible for the approval/denial of any variance to the Covenants. The ACC shall initially be made up of one member who shall be the Declarant, WESCO, LLC.

Once nine (9) of the fourteen (14) Lots in the Subdivision are sold and conveyed by Declarant to another party, then the ACC shall thereafter be made up of three (3) members, who shall be: (i) WESCO, LLC, or its successor or assign, (ii) a Lot Owner appointed by WESCO, LLC in its discretion, and (iii) a separate Lot Owner who shall be elected by the Corporation, as defined herein. Any action taken by the ACC shall require an affirmative vote by at least two of the three members. WESCO, LLC shall have the right, in its discretion, to vacate its position on the ACC in the future after the 14 lots in the Subdivision are sold and it can assign its position to another party/individual, in its discretion.

7. **CONSTRUCTION/PLAN APPROVAL.** No building, structure or any other improvement shall be constructed, erected, placed or maintained on any Lot, nor shall any addition thereto or alteration thereof be made, until the complete plans and specifications have been submitted to, and approved by, the ACC. The plans and specifications to be submitted to the ACC shall include, but not be limited to: the floor plans; all exterior elevations; plot and grading plans; the exterior materials, color schemes and location; character and method of utilization of all utilities, and such other information that may be necessary so that the ACC has sufficient information to evaluate if the proposal meets the requirements set forth herein.

Upon receipt of such plans, the ACC shall meet for the purpose of reviewing the plans and samples submitted as soon as possible, but in no event shall such meeting occur later than twenty (20) calendar days from the date of the ACC's receipt of the plans and samples.

In considering the plans and specifications, the ACC shall take into consideration the suitability of the proposed construction and/or improvements, and the materials of which it is to be built, with the harmony thereof with the surroundings and the effect of the existing and planned improvements in the Subdivision and on adjacent and neighboring Lots. The ACC shall use reasonable judgment in approving all such plans and specifications, but the ACC (and the members thereof) shall not be liable to any Owner for the ACC's action in connection with the submitted plans and specifications, or any other matter before it, unless it be proven that the ACC acted with malice or wrongful intent.

Each of the three members of the ACC shall vote on the plans submitted and on any other decision before it which requires an action. Approval of such plans, and the approval of any other matter before it, shall require an affirmative vote of at least two of the three members of the ACC. At the conclusions of the ACC's meeting, the ACC shall issue a written statement outlining the result of said vote and whether it approved or

denied the proposed plans and samples. If denied, the ACC shall further provide a written summary of the reasons for such denial and shall provide the same to the Owner who proposed the plans within ten (10) days from the date of the ACC's meeting.

It is expressly understood that no metal buildings, storage sheds, outbuildings or other nonconforming structures shall be allowed on any Lot without the prior written approval of the ACC, such approval being in the discretion of the ACC.

8. CONTINUITY OF CONSTRUCTION. All structures and improvements commenced on a Lot shall be prosecuted diligently to completion and shall be completed within twelve (12) months from commencement unless an exception is granted in writing by the ACC.

9. TEMPORARY STRUCTURES/OUTBUILDINGS. No temporary structure, excavation, basement, trailer, motor home, mobile home, tent or any other such structure shall be permitted in the Subdivision, except as may be approved in writing by the ACC as necessary during the construction of improvements on a Lot. No structure of temporary character, recreation vehicle, trailer, basement, mobile home, tent, shack, garage, barn or any other outbuilding shall be used on any land at any time as a residence, temporary or otherwise. Any outbuilding or other structure, temporary or permanent, other than the main building and garage on the Lot, shall not exceed eight feet (8') in height and shall be subject to the prior written approval of the ACC.

10. DRIVEWAYS. All driveways to, and parking pads on, each Lot shall be paved with concrete or asphalt. It is intended that driveways be kept to a minimum and be so located and constructed as to minimize dangerous intersections and to maximize the retention of the natural character of the area. Proper drainage facilities (including culverts) may be required by the ACC as a condition of approval of any plans for improvement and will be provided by the Owner at his expense.

11. FENCES. No fence, wall or similar type barrier of any kind shall be constructed, erected or maintained on any Lot unless such fence or wall is approved by the ACC as an integral or decorative part of a building to be erected on the Lot.

12. SIGNS. No signs, billboards or other advertising structures of any kind shall be erected, constructed or maintained on any Lot for any purpose unless such signage are approved by the ACC.

13. ANTENNAS. Devices for transmitting or receiving radio, television or other electronic signals shall not be permitted on any Lot, or improvement thereon, unless located in the rear of the roof ridge line and/or gable of the main structure and shall not extend above the highest point of such structure so as not to be visible from any public street.

14. EXTERIOR LIGHTING. Only standard lighting shall be used to illuminate a Lot. All outside lighting shall be arranged, directed and/or shielded so as to prevent such lighting from shining onto or at the adjacent public roads and/or Lots.

15. WATER AND SEWER. Each structure designed for the occupancy or use by human beings shall connect to a domestic water source and sewage disposal system approved by the City of Sheridan.

16. TRASH. No trash, ashes or other refuse shall be thrown or dumped on any land within the Subdivision. There shall be no burning of refuse out of doors. Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened from the public view and protected from disturbance.

17. ANIMALS. No animals, livestock or poultry shall be kept, raised or bred in the Subdivision, except and unless specifically permitted in writing by the ACC.

view either within the garage on a Lot or behind a solid fence approved by the ACC. Semi-permanent storage is defined as the storage without movement for a period not exceeding forty-eight (48) hours.

24. COMMERCIAL OWNER'S CORPORATION.

a. Creation. Wesco Business Park Commercial Owner's Association, Inc. (herein referred to as the "Corporation") shall be created and filed as a Wyoming corporation, under the laws and jurisdiction of Wyoming. The Corporation shall be formed and organized as an entity by which each Lot, by and through the Owner thereof, shall be granted the authority as shareholders of the Corporation to exercise the powers granted herein and to perform the functions set forth herein with regard to the Subdivision and the Lots. Except as is otherwise provided in the documents of the Corporation, the powers and duties of the Corporation and shareholders thereof is as follows.

b. Purposes/Powers. The general purposes of the Corporation are to: generally promote the health, safety and welfare of the Lots, and the mutual interests of each Lot Owner within the Subdivision; to enforce these Covenants when/if the ACC is unable or unwilling to do so; and to provide other services to the Lots and the Subdivision as the Corporation may, from time to time, determine appropriate.

c. Shareholders/Membership. Every Lot, by and through the Owner thereof, shall be entitled to one share each of the Corporation. Each Lot is entitled to one share in the Corporation, which may be held in the name(s) of the Owner but which shall carry only one vote per Lot regardless of the number of persons/entities owning the Lot. Each said share shall be appurtenant to and may not be separated from the ownership of the Lot. An Owner shall be entitled to his share upon the conveyance of record to him of his Lot and shall cease to be a shareholder upon his conveyance of record of said Lot. A Certificate of Share shall be kept on the books of the Corporation to reflect such ownership.

d. Voting Rights. Each Owner shall be entitled to one vote for each Lot owned, save and except that any Owner who is more than thirty days past due on the payment of any amount owed, as provided herein, shall be automatically suspended from voting until such payment is made in full. The voting rights of any shareholder Owner against whom an enforcement issue is being voted upon by the Corporation shall be suspended for the vote on that enforcement issue only.

e. Action. An action by the Corporation, or any approval required by the Corporation or Owners, shall require the affirmative vote by the shareholders/Owners of at least seventy five percent (75%) of the represented Lots in the Subdivision, excluding the vote of any owner whose voting rights are suspended, and such votes shall be cast in person or by written proxy at a duly constituted meeting of the Corporation or, if without a meeting, by written approval of such action.

f. Meetings. The Corporation shall have an annual meeting which shall be held during the months of May or June each year, beginning in the year of 2005. The annual meeting shall be called to order by Declarant, or its assigns. At such annual meetings, the shareholders of the Corporation shall elect its officers and conduct any business for consideration by the Corporation. Special meetings of the Corporation may be called as provided in the Shareholders' Agreement for the Corporation. Notice of the annual and special meetings shall be as provided in the Shareholders' Agreement for the Corporation.

g. Books and Records. Upon prior written request, the books, records and papers of the Corporation shall be subject to inspection by any shareholder and by a mortgagee holding a mortgage on any Lot.

h. Principal Office. The Corporation's principal office shall be as designated in the Articles of Incorporation of the Corporation, as may be amended from time to time.

i. Dissolution. The Corporation may be dissolved upon the written approval of the owners of all Lots in the Subdivision, or as otherwise provided in the Shareholders' Agreement of the Corporation.

j. Limitations. No part of the net earnings of the Corporation, if there are any such earnings from assessments or otherwise, shall inure to the benefit of or be distributed to, any shareholder, except that the Corporation shall be authorized to pay

reasonable compensation for services rendered whether such services are rendered by a shareholder or otherwise.

25. ASSESSMENTS BY CORPORATION/PAYMENT/LIENS.

a. Annual/Special Assessment. The Corporation, by and through the affirmative vote of its Shareholders, shall have the power to declare the need for annual assessments and/or special assessments to be paid by the Owners. Declarant anticipates no need for such assessments at the time of this declaration, and therefore does not declare any assessments at this time. However, should the need for such assessments arise in the future, the Corporation by and through an affirmative vote of its shareholders shall have the power to declare and require such assessments. If such assessments are declared by the Corporation, all such assessments shall be fixed at a uniform and equal rate for each Lot.

b. Creation of Lien & Personal Obligation. Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay all assessments that may be declared and levied by vote of the Corporation, as well as any charges, costs and fees that may become an obligation of an Owner for Owner's failure to comply with the terms of these Covenants, as set forth above. It is agreed that any nonpayment of such amounts shall result in a lien against the nonpaying Owner and a lien against the Lot owned by him in the Subdivision.

Any (i) such assessment not paid within thirty days after the due date thereof, and (ii) any charge, costs and fees which become an obligation of an Owner for the Owner's failure to comply with the terms of these Covenants, as set forth above, shall thereafter bear interest from the due date at the rate of twelve percent (12%) per annum. Upon the failure of a Lot owner to pay the amount due under (i) or (ii), the Corporation will provide written notice to the violating Lot Owner by certified mail and such delivery will be effective on the date such notice is mailed. The violating Lot Owner shall have thirty days from the date of notice to pay, in full, the amount owed, together with the accrued interest thereon. If payment is not received by the Corporation within said thirty days, the Corporation may bring action at law or equity against the Owner obligated to pay the same, and/or may foreclose the lien against the Lot which is created herein by such nonpayment. The lien created herein may be foreclosed in the manner provided for foreclosure or real estate mortgages in the State of Wyoming and may be, at the Corporation's discretion, accomplished by advertisement and sale. In the event of such collection and/or foreclosure, the nonpaying Lot Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing party in such collection. No Owner may waive or otherwise escape liability for the amount due herein by non-use of the Lot.

c. Subordination of Lien to Mortgage. The lien in the amount of the unpaid assessment, charge, costs and fees due and created herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect or release the lien created herein for such nonpayment against the Owner or Lot. However, the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage shall extinguish the lien created herein against the Lot as to payments which became due prior to such sale or transfer; except, such foreclosure shall not relieve the Owner from personal liability for payment of the lien amount.

26. VARIANCE. The ACC shall have the sole power and authority, upon affirmative vote of at least two-thirds (2/3rds) of the members of the ACC, to grant a variance to a Lot from these Covenants for good cause shown in order to prevent undue hardship on an Owner. The variance, if granted, shall not violate the overall theme, intent and appearance of these Covenants and the Subdivision. Any such variance granted must be specific and be in writing, and any variance shall be granted, if at all, on a case by case basis. The grant of any variance by the ACC shall not act as a waiver for the ability to otherwise enforce any provision of these Covenants.

27. ENFORCEABILITY. If any person/entity shall violate or threaten to violate any of these Covenants, then these Covenants may be enforced by the ACC, the Corporation, by the Owner of any Lot in the Subdivision, or by a duly-authorized official of the City or

County of Sheridan; provided however, these covenants shall not run to the benefit of any other third party. If the ACC or the Corporation is required to take action to enforce these Covenants, they shall be entitled to the recovery of all reasonable attorney's fees and costs incurred with their enforcement hereof, whether such enforcement require litigation or not, and such damages (actual and punitive) as may be determined for such violation.

28. **SEVERABILITY.** Invalidation of any one of the provisions set forth in these Covenants, by judgment or court order, shall in no wise affect any other provisions herein which shall remain in full force and effect.

29. **NON WAIVER.** Any failure or delay to promptly enforce a violation of these Covenants shall not be deemed a waiver of the right to so enforce whatsoever.

30. **AMENDMENT TO COVENANTS.** The covenants, conditions, restrictions and other agreements made herein shall not be waived, abandoned, terminated, amended, altered or revoked except by the written approval of at least Seventy Five Percent (75%) of the Lots in the Subdivision properly voting for such.

31. **FUTURE PHASES - JOINDER IN THESE COVENANTS.** Because of Declarant's intention to develop and subdivide future phases of business/commercial lands adjacent to or neighboring the Subdivision, Declarant reserves the right to add such additional phases, and the lots therein, to be bound by and benefit from, these Covenants, in Declarant's discretion.

32. **EFFECT AND DURATION OF COVENANTS.** These Covenants shall be for the benefit of and binding upon each Lot in the Subdivision and upon each Owner of each Lot, his successors, heirs and assigns and shall run with the land. These Covenants shall remain in full force and effect for twenty (20) years from the date this instrument is executed, at which time these Covenants shall be automatically extended for five successive terms of ten years each thereafter, unless otherwise properly amended, altered or revoked as provided herein.

Executed and made effective this 4th day of July, 2004.

WESCO, LLC, a Wyoming limited liability company

June Warren
June Warren, Member

Stacey Staben
Stacey Staben, Member

STATE OF WYOMING)

) ss.
COUNTY OF SHERIDAN Aug

On the 4th day of July, 2004, the foregoing Declaration was acknowledged before me by June Warren & Stacey Staben, who appeared before me and was personally known to me, and who, being by me duly sworn, did say that they were the sole Members and/or Managers of WESCO, LLC, a Wyoming limited liability company, and that said Declaration was signed on behalf of said Company by proper authority and acknowledged said Declaration to be the free act and deed of said Company.

GIVEN under my hand and notary seal the day and year first above written.

Kay Abbott
Notary Public

