

PROTECTIVE COVENANTS AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS: That DeCora Enterprises, Inc., a Wyoming Corporation, as developer, has acquired title to the following described real property to be known as the West Flat Industrial Park Subdivision, situate in Sweetwater County, to-wit:

A parcel of land in Section 3, Township 18 North, Range 105 West of the Sixth Principal Meridian, Sweetwater County, State of Wyoming, bounded and described as follows:

Commencing at the east quarter corner of said Section 3; thence North 83°04'19" West, a distance of 2338.42 feet to the southeasterly corner of that certain parcel of land heretofore conveyed by the Union Pacific Railroad Co. to Otto Schnauber dated February 27, 1942, U.P.R.R. Co. D.A. 5738;

Thence along the easterly line of said deeded parcel, North 12°52' West, a distance of 662.51 feet to the northeasterly corner of said deeded parcel and the TRUE POINT OF BEGINNING;

Thence along the northerly line of said deeded parcel South 72°08' West, a distance of 688.87 feet to the northwesterly corner of said deeded parcel;

Thence along the westerly line of said deeded parcel South 17°52' East a distance of 450.0 feet;

Thence South 57°42'03" West, a distance of 2173.39 feet;

Thence North 12°52' West, a distance of 600.00 feet, more or less, to a point on the southeasterly right-of-way line of the Blairtown-Flaming Gorge Road;

Thence along said southeasterly right-of-way line North 66°05' East, a distance of 375.0 feet to the beginning of a tangent curve concave northwesterly having a radius of 3894.71 feet;

Thence northeasterly along said curve and along said southeasterly right-of-way line, through a central angle of 16°35', an arc distance of 1127.26 feet;

Thence tangent to the last described curve and continuing along said southeasterly right-of-way line, North 49°30' East, a distance of 306.0 feet to the beginning of a tangent curve concave southeasterly having a radius of 1562.02 feet;

Thence northeasterly along said curve and continuing along said southeasterly right-of-way line, through a central angle of 41°59'53", an arc distance of 1144.97 feet to a point on the westerly line of that certain parcel of land heretofore conveyed by Union Pacific Land Resources Corporation to John J. Gosar by Special Warranty Deed dated December 28, 1973, U.P.L.R.C. Audit No. 645;

Thence along said westerly line, South 12°52' East, a distance of 72.94 feet, more or less, to the TRUE POINT OF BEGINNING.

Excepting therefrom the following described parcel:

A piece, parcel or tract of land located in the North Half (N/2) of Section 3, Resurvey Township 18 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming, and being more particularly described as follows:

Beginning at a point which lies the following two courses and distances from the East Quarter Corner of said Section 3;

- (1) North 83°04'19" West, a distance of 2,338.42 feet to the southeasterly corner of that certain parcel of land conveyed by the Union Pacific Railroad Company to Otto Schnauber as filed in Book 137, Page 352, in the Sweetwater County Clerk's office and a portion of which was deeded to John Gosar by the instrument filed in Book 604, Page 555.
- (2) North 12°52' West along the easterly line of said parcel a distance of 662.51 feet to the Point of Beginning which is monumented by an iron spike imbedded in concrete.

Thence from the Point of Beginning, South 72°06'12" West (Deed South 72°08' West) along the northerly line of the said Schnauber Tract for a distance of 689.49 feet (Deed 688.87 feet) to the northwest corner thereof which is monumented by a steel rail two feet above ground;

Thence North 17°54'26" West (Deed North 17°52' West) along the easterly line of a tract of land previously conveyed by Blair Development Company to Johnnie Smith and Gaylord Fosdick by a Warranty Deed filed in Book 660, Pages 495-496, in the Sweetwater County Clerk's Office, for a distance of 151.25 feet (Deed 152.47 feet) to 3" diameter aluminum cap on a 3/4" rod stamped JFCo Prop Cor.", which is a point on a non-tangent curve on the southerly right-of-way line of the Rock Springs-Blairtown County Road, having a radius of 1,562.02 feet and the center of which bears South 23°21'22" East;

Thence easterly along said curve and said right-of-way line for an arc distance of 706.81 feet through a central angle of 25°55'33" to a Wyoming Highway Department concrete right-of-way marker;

Thence South 12°54'22" East (Deed South 12°52' East) along the easterly line of the Blair Development Co. Tract as filed in Book 630, Page 353, in the Sweetwater County Clerk's Office, for a distance of 60.00 feet to the point of beginning.

And further excepting therefrom the following described parcel:

A parcel of land situate in Section 3, Township 18 North, Range 105 West of the Sixth Principal Meridian, Sweetwater County, State of Wyoming, bounded and described as follows: Commencing at the East Quarter corner of said Section 3; thence North 83°04'19" West, a distance of 2,338.42 feet to the Southeasterly corner of that certain parcel of land heretofore conveyed by the Union Pacific Railroad Co. to Otto Schnauber dated February 27, 1942, U.P.R.R. Co. D.A.

RECORDED 8/19/2003 AT 03:46 PM REC# 1450443 BK# 1035 PG# 1776
LORETTA BAILLIFF, CLERK of SWEETWATER COUNTY, WY Page 2 of 6

No. 5738; thence along the Easterly line of said deeded parcel, North 12°52' West a distance of 662.51 feet to the Northeasterly corner of said deeded parcel; thence along the Northerly line of said deeded parcel South 72°08' West a distance of 689.51 feet to the Northwesterly corner of said deeded parcel; thence along the Westerly line of said deeded parcel South 17°52' East, a distance of 450.02 feet; thence South 58°41'14" West a distance of 1209.27 feet to the true point of beginning; thence continuing South 58°41'14" West a distance of 1099.73 feet; thence North 12°47'58" West a distance of 599.50 feet to the point on the Southeasterly right of way line of the Blairtown-Flaming Gorge Road; thence along said Southeasterly right of way line North 66°17'41" East a distance of 374.68 to the beginning of a curve concave Northeasterly having a radius of 3873.15 feet and an intersection angle of 16°39'20" thence Northeasterly along said curve and continuing along said Southeasterly right of way line an arc distance of 539.44 feet to a point on said curve; thence South 31°18'46" East a distance of 484.85 feet to the true point of beginning.

Developer has established a subdivision known as the West Flat Industrial Park Subdivision of the City of Rock Springs, Sweetwater County, Wyoming. The Owner/Developer desires to place protective covenants and easements on said real property for the benefit of the Owner/Developer or future Owners, and that the protective covenants, restrictions and reservations shall run with said land and shall be binding upon any Purchasers of any of the real estate, their heirs, successors and assigns, until February 1, 2025, after which time said covenants and restrictions shall be automatically extended for a successive 20-year period unless an instrument signed by a majority of the Owners at the time has been recorded agreeing to change the same in whole or in part. Enforcement of said covenants and restrictions shall be by proceeding at law or in equity against anybody violating or attempting to violate the same, or to recover damages.

In the event any of these covenants and restrictions are invalidated by Judgment or Court Order, the remaining provisions shall not be affected. Said Owner/Developer, by and through its officers, reserves the exclusive right to modify or waive any covenants and restrictions as to any lot or lots where it deems it necessary in unusual circumstances or to prevent hardship.

The covenants and restrictions to run with the West Flat Industrial Park Subdivision of the City of Rock Springs, Sweetwater County, Wyoming, are as follows:

1. Any construction or use of the real property shall be in compliance with and in conformity with the Zoning Ordinances and Building Ordinances of the City of Rock Springs, Wyoming.
2. No lot shall be used except for business, commercial or industrial purposes. Any building or structure shall not be more than three stories in height, shall not exceed 38 feet in height and shall not be less than 1,200 square feet.
3. All materials and workmanship that go into the construction of said building and other approved structures shall be of a quality that is in conformity with the surrounding buildings and structures in the development. The exterior colors of the buildings and structures, including roofing, shall be earth tones with contrasting trim.


RECORDED 9/19/2005 AT 03:46 PM REC# 1450443 BK# 1035 PG# 1777
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 3 of 6

4. Once construction of a building or structure is commenced, it shall be completed within a one-year period from the date it was started.
5. There shall be no noxious, obnoxious or offensive activities carried on upon any lot which would constitute an annoyance or nuisance to the development.
6. All trash and garbage shall be contained in proper containers or receptacles and disposed of properly so as to give a clean appearance to the property at all times. All equipment for the storage or disposal of such waste materials shall be kept in a clean sanitary condition at all times. All trash containers shall be placed in a fenced or otherwise confined enclosure to visually obscure the trash and in such a manner that would prevent the trash from being blown away by the wind.
7. The area of any lot on which there is not any erected building, driveway or sidewalk shall be paved, landscaped or otherwise maintained in a manner that would give the lot a neat and orderly looking appearance, and shall be kept clean of weeds and trash that would present an unsightly appearance.
8. All garages or outbuildings will comply with City Ordinances and Building Regulations with regard to set backs and the like. Such garages or outbuildings will have concrete floors and the construction of said garages or outbuildings will be with quality materials similar to that used in the construction of the buildings in the development, and shall conform to the décor of such building. All garages or outbuildings shall have a paved asphalt or concrete driveway leading to the garage or outbuilding.
9. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
10. No building, fence, wall, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or change or alterations in, these structures be made, until plans and specifications, color scheme, plot plan and grading plan, or other information satisfactory to the party shall have been submitted to and approved in writing by the parties and copies of these as finally approved, lodged with the parties. In so passing on such plans, specifications, and other requirements, the parties may take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built, to the site on which it is proposed to erect same, the harmony of such structures with the surroundings, and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property.
11. The construction or maintenance of signs, billboards, or advertising structures of any kind on any lot is prohibited, except that one sign advertising the business located on the property shown on the recorded plat is permitted, provided it does not exceed 6'x8' in size, illuminated or not illuminated, and otherwise complies with applicable ordinances, laws or regulations.

12. No tank for the storage of water, oil, petroleum, or other fluids may be maintained on any of the lots above the surface of the ground without the written consent of the developer.
13. No permanent provisions shall be made on any lot for the raising of poultry or animals or the housing of cows, horses, or other livestock.
14. No radio or television antenna wire or structure shall be maintained in front of the building limit line.
15. Each individual property owner shall fence the property boundary with the exception of the front portion of the building or lot. All fences will be located on the exact property line and shall be chain link and 8 feet in height. Adjoining property owners shall share in the cost of the fence either during or after construction thereof.
16. Easements for installation and maintenance of utilities and drainage facilities are reserved as set forth on the recorded Plat of the West Flat Industrial Park Subdivision. No structures, planting or other materials shall be placed or permitted to remain which might damage or interfere with the installation and maintenance of utilities, or which might change the direction of the flow of drainage channels or which might obstruct or retard the flow of water through drainage channels in the easement area. The easement areas of each lot and improvements on it shall be maintained continuously by the Owner of the lot unless such improvements are the responsibility of the public authority or utility company.
17. The involved party is and will be perpetually, unless any part thereof is terminated, subject to all and each of the easements set forth on the Plat of said West Flat Industrial Park Subdivision. Each of the utility companies, which include but are not necessarily limited to Qwest, Pacificorp, Sweetwater Television, Questar and their successors and assigns will have an easement, together with the rights of ingress and egress for purposes of constructing, installing, maintaining, operating and renewing, or repairing such of their facilities.

IN WITNESS WHEREOF, the Authorized Agents on behalf of the DeCora Enterprises, Inc., the Owner of all of said real estate in the West Flat Industrial Park Subdivision have caused these presents to be duly executed this 18 day of August, 2005.

DECORA ENTERPRISES, INC.,
a Wyoming Corporation,

(SEAL)

By [Signature]
President

ATTEST:

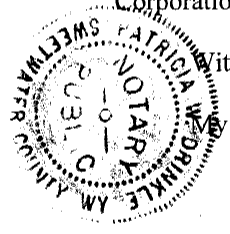
[Signature]
Secretary



RECORDED 8/19/2005 AT 03:46 PM REC# 1450443 BK# 1035 PG# 1779
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 5 of 6

The State of Wyoming)
: ss.
County of Sweetwater)

On this 18 day of Aug, 2005, before me personally appeared ~~Joseph D. DeCora~~ and Joseph D. DeCora, to me personally known, who, being by me duly sworn did say that they are the President and Secretary, respectively, of DeCora Enterprises, Inc., a Wyoming corporation, and that the seal affixed to said instrument is the corporation seal of said Corporation by authority of its Board of Directors and said officers acknowledged said instrument to be the free act and deed of said Corporation.



Witness my hand and official seal.

My commission expires: 5-11-2008

Patricia W. Brinkley
Notary Public

RECORDED 8/19/2005 AT 03:46 PM REC# 1450443 BK# 1035 PG# 1700
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 6 of 6