

ORIGINAL

UIC LAW DEPARTMENT
DOCUMENT NO. 2-3203-2
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, Made this 25th day of February, 1982, by UPLAND INDUSTRIES CORPORATION, a Nebraska Corporation (hereinafter called "Grantor");

W I T N E S S E T H :

WHEREAS, Grantor is the Owner of the real property described in this Declaration; and

WHEREAS, Grantor is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of said property and for each subsequent Owner and Occupant thereof;

NOW THEREFORE, Grantor hereby declares that the real property identified as Lots One (1) through Twenty-Nine (29) of Yellowstone Road Industrial Park, City of Rock Springs, Sweetwater County, Wyoming, as subdivided by Final Filing Plat recorded in the Office of the Clerk and Recorder of Sweetwater County, Wyoming on December 22, 1980 in Book of Plats, Page 259-259A, No. 837283, and graphically described on Exhibit A attached hereto and by this reference made a part hereof (hereinafter called "Park Property"), shall be held, transferred, sold, conveyed, leased, sub-leased and occupied subject to the conditions, covenants, restrictions, easements and reservations hereinafter set forth.

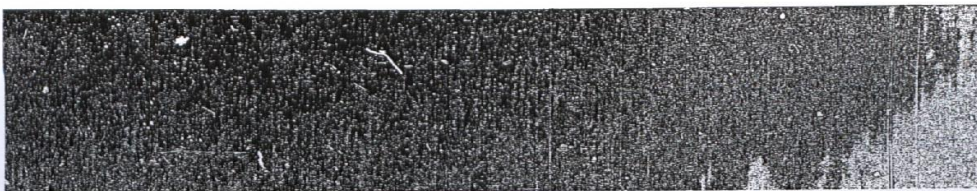
I. PURPOSE OF THIS DECLARATION

This Declaration is made to require development, improvement and use of Park Property so as to:

- (a) Protect the Owners and Occupants of Building Sites against such use of neighboring Building Sites as might depreciate the value of their property.
- (b) Encourage the erection of attractive, permanent Improvements appropriately located



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together with all of the provisions contained herein.

- (d) Improvements - shall mean and include, but not be limited to, Buildings, out-buildings, driveways, exterior lighting, fences, Landscaping, Lawns, loading areas, parking areas, railroad trackage, retaining walls, roads, screening walls, signs, utilities and walkways located on a Building Site.
- (e) Landscaping - shall mean a space of ground covered with Lawn and/or ground cover combined with shrubbery, trees and the like, which may be complemented with earth berms, masonry or similar materials, all harmoniously combined with themselves and with other Improvements on the Building Site.
- (f) Lawn - shall mean a space of ground covered with grass, kept neatly mown and maintained.
- (g) Occupant - shall mean an entity, whether it be an individual, corporation, joint venture, partnership or association, which has purchased, leased, rented or has otherwise legally acquired the right to occupy and use any Building, Building Site, or portion of any Building or Building Site, whether or not such right is exercised.
- (h) Owner - shall mean an entity, whether it be an individual, corporation, joint venture, partnership or association, which is record owner of any fee simple estate, or which has an equity of redemption, in a Building Site.
- (i) Street - shall mean any public street or highway, whether presently constructed, dedicated by plat map or contemplated in



the future, under a street plan approved by any public authority.

III. LAND USE

Building Sites within Park Property shall be used for high quality industrial and commercial purposes. The foregoing shall not, however, prevent Grantor from constructing, owning, operating, leasing or conveying real property within Park Property for service facilities consistent with the purposes of this Declaration.

IV. RESTRICTIONS AND REQUIREMENTS

The following restrictions and requirements are imposed on the properties subject to this Declaration and are binding on all Owners and Occupants, and may be enforced against such Owners and Occupants jointly and/or severally:

- (a) Temporary Structures - No temporary Buildings or other temporary structures shall be permitted on any Building Site; provided, however, trailers, temporary Buildings and temporary storage and administrative buildings shall be permitted for construction purposes during the construction period of a permanent Building. The location and nature of such structures must be submitted to and approved in writing by Grantor and shall be placed as inconspicuously as practicable, shall cause no inconvenience to Owners or Occupants of other Building Sites, and shall be removed not later than thirty (30) days after the date of substantial completion for beneficial occupancy of the Building(s) in connection with which the temporary structure was used.
- (b) Building Setbacks - All Buildings shall be set back from appropriate property lines as follows:
 - (i) Front Yards - All Buildings shall be set back from front yard property lines of Building Sites

a minimum distance of thirty feet (30').

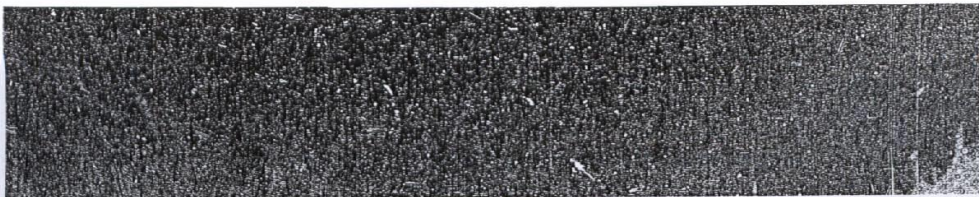
- (ii) Side Yards - All Buildings shall be set back a minimum of twenty feet (20') from side yard property lines of Building Sites.
 - (iii) Rear Yards - All Building setbacks from rear yard property lines of Building Sites will be subject to review and written approval of the plot plan by Grantor.
 - (iv) Exception - The setback requirements set forth in this paragraph shall not apply to railroad trackage and appurtenances thereto.
- (c) Parking, Loading and Unloading Areas - No parking shall be permitted on any Street or drive, or any place other than parking areas located upon Building Sites. Each Owner and Occupant shall be responsible for compliance by its employees and visitors. All driveways and areas for parking, maneuvering, loading and unloading shall be paved with asphalt, concrete or similar materials. Loading areas shall not encroach into front yard setback areas. Off-street loading space shall be designed to include an additional area or means of ingress and egress which shall be adequate for maneuvering.
- (d) Screening of Service Facilities and Storage Areas - Garbage and refuse containers shall be contained within Buildings, or shall be concealed by means of shrubbery or screening walls of material similar to and compatible with that of the Building. Fuel and other storage tanks shall be integrated with the concept of the Building plan, be designed so as not to attract attention, and shall be inconspicuously located. Unless specifically approved in writing by Grantor for display and similar purposes, no materials, supplies or equipment shall be stored in any area on



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a Building Site except inside a closed Building or behind a visual barrier which screens such areas so they are not visible to the general public from the front view of neighboring Building Sites or from Streets.

- (e) Landscaping - Every Building Site shall be Landscaped in accordance with plans submitted to and approved in writing by Grantor. Landscaping prior to construction may be of such minimal nature as to provide ground cover and control weeds. Landscaping shall be installed within ninety (90) days after completion of Building construction or as soon thereafter as weather will permit. Areas adjacent to all interior streets (Killpecker Drive, Winton Circle and Dines Way) shall be Landscaped or intermittent Landscaping shall be placed in the parking areas. Areas adjacent to Yellowstone Road (Lots 12, 13, 14 and 29) shall be Landscaped with two and one-half inch (2 1/2") diameter seedless green ash trees in thirty foot (30') intervals. The Owner or Occupant of Lot 12 shall be responsible for the maintenance, costs of maintenance, and replacement, if necessary, of Landscaping surrounding the Yellowstone Road Industrial Park entrance sign. Such Lawn and Landscaped areas shall be maintained by Owners and Occupants of the Building Site.
- (f) Exterior Materials, Colors - Architecturally and aesthetically suitable building materials shall be applied to or used on all sides of a Building which are visible to the general public from Streets or from the front view of neighboring Building Sites. Exterior walls of iron, steel, aluminum, asbestos or wood will be permitted only with the specific written approval of Grantor. Exterior walls of masonry, concrete and glass are encouraged. Colors shall be harmonious and compatible



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with colors of the natural surroundings and other adjacent Buildings.

- (g) Utilities - Mechanical Equipment - Roof Projections - All utility lines shall be underground where feasible. Pad-mounted transformers, switchgear and similar equipment which must be installed above ground line, shall be screened with suitable Landscaping consistent with safety and other regulations of the utility companies.

All mechanical equipment shall be located or screened so as not to be visible from the Street view of the general public. Penthouses and mechanical equipment screening shall be aesthetically incorporated into the architectural design of the Building and shall be constructed of materials compatible with those of the Building. Antennae shall be visually marked to the extent practicable and consistent with electromagnetic considerations.

- (h) Noxious Activities - No trades, services or activities shall be conducted in Park Property, nor shall anything else be done therein which may be or become an annoyance or nuisance to the Owners or Occupants or offensive or detrimental to the surrounding area by reason of unsightliness or excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid wastes, smoke or noise.
- (i) Exterior Lighting - All exterior and security lighting shall be designed, erected, altered and maintained in accordance with plans and specifications approved in writing by Grantor to the end that lighting shall be compatible and harmonious throughout Park Property.
- (j) Maintenance - Each Owner and Occupant of Park Property shall be responsible for keeping its Building Site (whether or not

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improved), Buildings and other Improvements, including Lawn and Landscaping, maintained in a safe, clean, neat and orderly condition, and shall prevent rubbish, dunnage, replaced equipment or machinery and the like, from accumulating on its Building Site. Such maintenance shall include all spur and lead track areas within Building Sites and all Street right-of-way adjacent to each Building Site that may not be maintained by the governmental body having jurisdiction.

In the event the Owner or Occupant fails to comply with the above maintenance provisions of this Declaration, Grantor, at its sole discretion, may notify said Owner or Occupant of such noncompliance in writing, detailing any and all work which must be performed by said Owner or Occupant to bring said Building or Building Site into compliance with this Declaration. If said Owner or Occupant fails to perform such work within thirty (30) days after receipt of notice of noncompliance, then in that event, Grantor may perform or cause to be performed any and all necessary maintenance work detailed in the noncompliance notice and submit all costs and expenses therefor to said Owner or Occupant for prompt payment. If said Owner or Occupant fails to promptly reimburse Grantor for such maintenance work, Grantor may collect all costs and expenses therefor through any appropriate proceeding at law or in equity or may file against the property of said Owner or Occupant a real property lien in an adequate amount to cover all costs and expenses incurred by Grantor in connection with said maintenance work.

- (k) Fences - Fences along Street frontages shall be erected so as not to extend beyond the Building setback lines and shall



not exceed eight feet (8') in height. Construction materials of fences must be reviewed and approved in writing by Grantor.

- (1) Signs - Flashing or moving signs shall not be permitted. Maximum height of any attached sign shall not exceed one-half (1/2) of the height of the main mass of the Building. All proposed plans for signs to be erected, including details of design, materials, location, size, height, color and lighting shall be subject to the prior written approval of Grantor. A front and side yard setback of fifteen feet (15') is required.

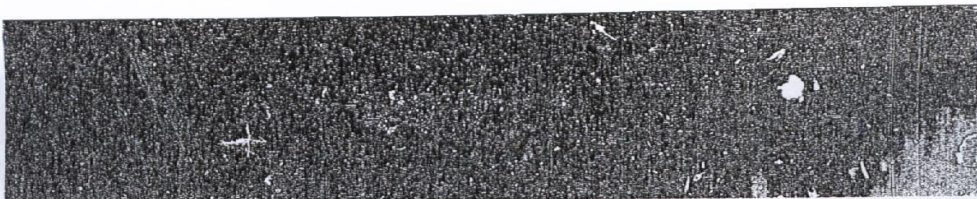
The following signs are specifically prohibited:

- (i) Off-premises business signs advertising products or services not provided on the premises;
- (ii) Roof signs erected partly or wholly on or over the roof of a Building; and
- (iii) Wall signs painted or giving the appearance of being painted on the wall of a Building.

The provisions with respect to signs contained in this Section shall not apply to signs identifying Yellowstone Road Industrial Park, nor to temporary signs related to construction, sale or lease of land or Buildings in Yellowstone Road Industrial Park, provided that such temporary signs are approved in writing by Grantor.

V. APPROVAL OF PLANS

No construction or exterior alterations of any Building or other Improvements may be commenced without



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written approval by Grantor of the plans for such construction or alteration. Grantor shall either approve or disapprove plans submitted in writing within thirty (30) days from the date on which they are received, and failure to either approve or disapprove within this period shall constitute approval of said plans. Wherever approval in writing is required by the terms of this Declaration, such requirement shall mean written approval of Grantor in the following manner:

- (a) All applications to Grantor shall be addressed as follows:

Upland Industries Corporation
404 "N" Street
Rock Springs, Wyoming 82901

or to any such address as Grantor shall hereafter designate in writing, addressed to Owners and Occupants by certified or registered mail.

- (b) Grantor shall exercise its best judgment to see that all Buildings and Improvements constructed within Park Property conform to the purposes and requirements of this Declaration; provided, however, Grantor and its employees and agents shall not be liable to any Owner or Occupant or to anyone submitting plans for approval or to any other party by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such plans.
- (c) Upon receipt of approval of plans, Owner or Occupant shall diligently proceed with the commencement and completion of all approved construction. Unless work on the approved construction shall be commenced within one (1) year from the date of such approval and diligently pursued thereafter, then the approval shall automatically expire, unless Grantor has given a written extension of time.
- (d) Approval of plans by Grantor may be secured prior to acquisition of a Building



Site pursuant to the terms of a sale contract.

If, after initial construction of a Building upon a Building Site, an Owner or Occupant submits to Grantor plans for alteration, addition or reconstruction, and having received Grantor's disapproval thereof, feels that said disapproval is not consistent with the provisions of this Declaration, such Owner or Occupant may submit the matter to determination by arbitration in the following manner:

The party desiring arbitration shall serve upon Grantor a written notice naming an arbitrator. Within ten (10) days after receipt of said notice, Grantor shall likewise appoint an arbitrator and notify the party desiring arbitration of such appointment, and if Grantor fails within said ten (10) days so to do, the arbitrator appointed by the party desiring arbitration shall proceed in the determination of plan approval and his decision as to such approval shall be final. If Grantor appoints an arbitrator within the prescribed time, the two arbitrators so appointed shall choose a third arbitrator. If the two arbitrators so chosen shall fail to agree upon the selection of a third arbitrator within a reasonable time, such arbitrator shall be appointed, upon application of either party, by any judge of the District Court of the United States for the district which shall then include the locality in which the Building Site is situated, but such application shall not be made until such party shall have given ten (10) days written notice to the other party of its intention so to do. The board of arbitrators, constituted as aforesaid, shall proceed to determine whether or not the proposed plans shall be approved and the decision of the board, or of any two members thereof, shall be binding. All expenses of such arbitration shall be apportioned equally between the parties to the arbitration.

VI. CONFLICTS

Zoning ordinances, building codes and regulations and any other governmental restrictions and requirements shall be observed. In the event of any conflict between



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this Declaration and any such governmental ordinances, codes, regulations, restrictions and requirements, the more restrictive standards shall apply. Any approval of Grantor required in this Declaration does not in any way relieve Owners and Occupants from obtaining approvals required by any governmental body having jurisdiction.

VII. NOTICE TO BE GIVEN BY OWNERS

Any Owner of a Building Site within Park Property who shall transfer to another entity, whether such entity be an individual, corporation, joint venture, partnership or association, any title, interest in or right of occupancy to such Building Site or portions thereof, shall give actual notice of the requirements of this Declaration to such entity.

VIII. ENFORCEMENT

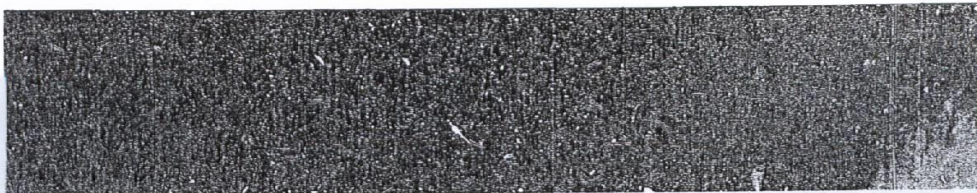
Enforcement of the provisions of this Declaration shall be by any appropriate proceeding at law or in equity against any person, corporation or other entity violating or attempting to violate said provisions, either to restrain such violation, to enforce liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien or charge arising by virtue hereof. Grantor and its employees and agents shall not be liable to any Owner, Occupant or any other party for enforcement of or for failure to enforce said provisions. Failure of Grantor or of any Owner or Occupant to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

IX. MORTGAGES - DEEDS OF TRUST

Breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value within Park Property; but said covenants shall be binding upon and effective against any Owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

X. DURATION, MODIFICATION AND TERMINATION

The conditions, covenants, restrictions and reservations set forth in this Declaration shall run with and bind the land within Park Property and shall be and remain



in effect, and shall inure to the benefit of, and be enforceable by Grantor and the Owner of any property subject to this Declaration, their heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded; provided, however, that this Declaration may be amended or terminated by Grantor by an instrument in writing, properly executed, acknowledged and filed with the Clerk and Recorder of Sweetwater County, Wyoming; and provided further that such amendment or termination shall not adversely affect any Owner's or Occupant's rights to use its Building Site for purposes consistent with this Declaration.

XI. SEVERABILITY

Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed by its duly authorized officers and its corporate seal to be affixed hereto on the date first above written.

UPLAND INDUSTRIES CORPORATION

BY *[Signature]* President

Attest:

Eldon E. Thompson (Seal)
Assistant Secretary



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STATE OF NEBRASKA)
 } ss:
COUNTY OF DOUGLAS)

On this 25th day of February, 1982,
before me, a Notary Public in and for said County in the
State aforesaid, personally appeared L. B. Harbour Jr.,
to me personally known, and to me personally known to be
President of UPLAND INDUSTRIES
CORPORATION, and to be the same person whose name is sub-
scribed to the foregoing instrument, and who, being by me
duly sworn, did say that he is President
of UPLAND INDUSTRIES CORPORATION; that the seal affixed to
said instrument is the corporate seal of said corporation;
and that said instrument was signed and sealed on behalf
of said corporation by authority of its board of directors;
and the said L. B. Harbour Jr. acknowledged said in-
strument to be his free and voluntary act and deed and the
free and voluntary act and deed of said corporation, by it
voluntarily executed, for the uses specified therein.

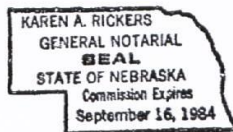
IN WITNESS WHEREOF, I have hereunto set my hand
and official seal the day and year last above written.

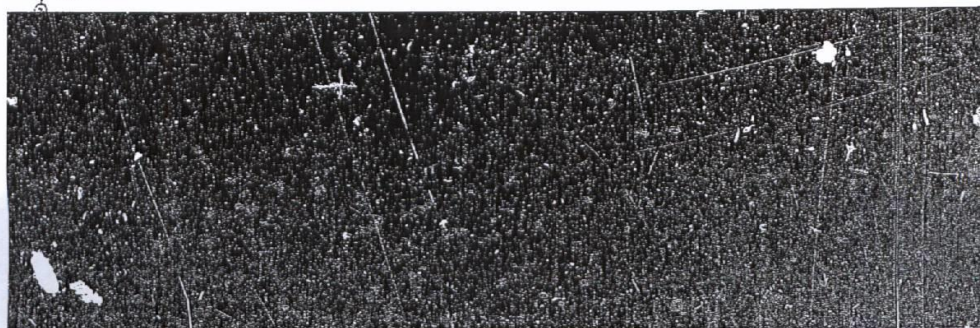
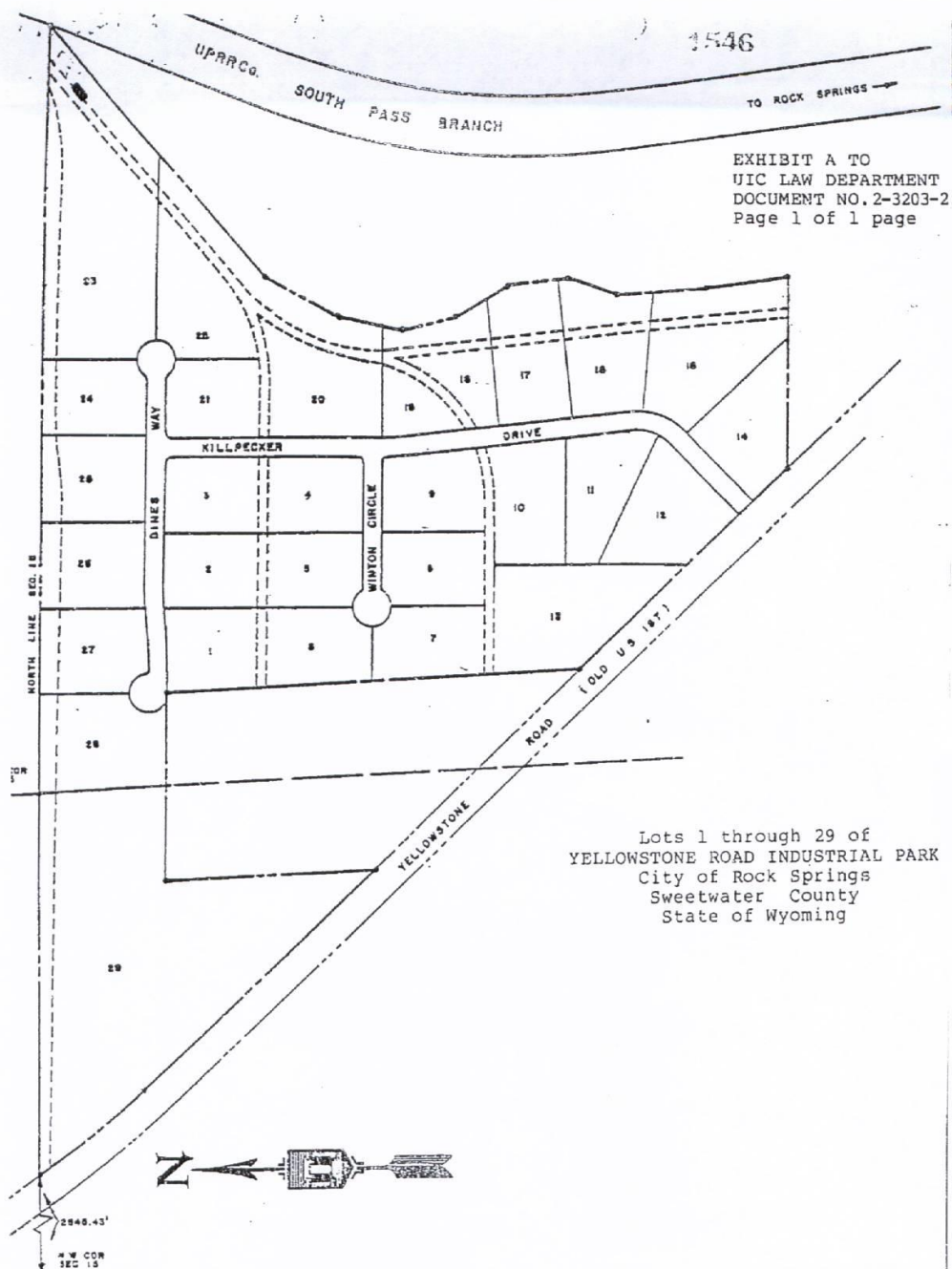
My commission expires Sept. 16, 1984.

Karen A. Rickers
Notary Public

Residing at Omaha, Nebr.

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to insure harmonious appearance and functions.

- (c) Assure adequate off-street parking space and off-street truck loading and maneuvering facilities.
- (d) Encourage the development of aesthetic, architectural and engineering design, including compatible Landscaping and, in general, provide a harmonious development that will promote the general welfare of the Owners and Occupants of Park Property.

II. DEFINITION OF TERMS

The following terms and words are defined for use herein as follows:

- (a) Building - shall mean and include, but not be limited to, the main portion of a structure built for permanent use and all projections or extensions thereof, including, but not limited to, garages, outside platforms and docks, storage tanks, carports, canopies, enclosed malls and porches.
- (b) Building Site - shall mean a tract of real property within Park Property as determined by the legal description in a conveyance or lease from Grantor. If fee simple title to two (2) or more adjacent Building Sites, as defined hereinabove, is acquired by the same Owner, such commonly owned Building Site may, at the option of said Owner, be combined and treated as a single Building Site for the purposes of this Declaration, provided that the location of the Improvements on such combined Building Site shall be subject to prior written approval by Grantor.
- (c) Declaration - shall mean this Declaration of Covenants, Conditions and Restrictions,

