



One Depot Square  
121 W. 15<sup>th</sup> Street, Suite 304  
P.O. Box 1045  
Cheyenne, WY 82003-1045

Dear Laramie County Commissioners,

RE: Confirmation of Discussion with Magpul Industries Corp. Related to the Cheyenne Business Parkway Owners Association

Cheyenne LEADS held a telephone conference with Magpul Industries Corp (Magpul) wherein Cheyenne LEADS' efforts to form an Owners Association for the Cheyenne Business Parkway were discussed. During that telephone call, we expressed Cheyenne LEADS' desire to include the building occupied by Magpul, which is owned by Laramie County, in the Cheyenne Business Parkway Owner's Association. It was confirmed that Magpul does not oppose the inclusion of the property it leases in the Owners Association. Magpul understands that it will undertake certain obligations and there will be some expense associated with the inclusion of that building in the Owners Association.

Sincerely,

A handwritten signature in black ink, appearing to read "Derrek Jerred", written in a cursive style.

Derrek Jerred  
Cheyenne LEADS  
Business Development Specialist

Acknowledged and approved by:

A handwritten signature in black ink, appearing to read "Carey Ryerson", written in a cursive style.

Carey Ryerson  
Vice President – Manufacturing Operations  
Magpul Industries Corp.

[leads@cheyenneleads.org](mailto:leads@cheyenneleads.org)

800-255-0742  
307-638-6000  
Fax 307-638-7728

[www.cheyenneleads.org](http://www.cheyenneleads.org)

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR  
CHEYENNE BUSINESS PARK**

After recording return to:  
WHITE BEAR ANKELE TANAKA & WALDRON  
2154 E. Commons Avenue, Suite 2000  
Centennial, Colorado 80122

## **Table of Contents**

### ARTICLE 1. SUBMISSION/NAMES/DEFINED TERMS

Section 1.1                      Submission of Property

Section 1.2                      Defined Terms.

### ARTICLE 2. PROERTY RIGHTS IN THE COMMON ELEMENTS/EASEMENTS

Section 2.1                      Easement for Encroachments.

Section 2.2                      Blanket Easements.

Section 2.3                      Access

Section 2.4                      Mechanic's Liens

Section 2.5                      Owners' Easements of Enjoyment

Section 2.6                      Delegation of Use

Section 2.7                      Disclaimer of Liability

### ARTICLE 3. THE ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

Section 3.1                      General Purposes and Powers of the Association

Section 3.2                      Authority of the Association

Section 3.3                      Membership

Section 3.4                      Allocated Interests

Section 3.5                      Managing Agent

Section 3.6                      Right to Notice

Section 3.7                      Indemnification

Section 3.8                      Security Disclaimer

### ARTICLE 4. BOARD OF DIRECTORS

Section 4.1                      Authority of the Board of Directors

Section 4.2                      Election of the Board of Directors During the Period of Declarant Control

Section 4.3                      Termination of the Period of Declarant Control

### ARTICLE 5. COVENANT FOR COMMON EXPENSE ASSESSMENTS

Section 5.1                      Creation of Lien and Personal Obligation to Pay Assessments

Section 5.2                      Basis of Assessments

Section 5.3                      Annual Assessment

Section 5.4                      Special Assessments

Section 5.5                      Supplemental Assessments

<u>Section 5.6</u>	<u>Application of Payments</u>
<u>Section 5.7</u>	<u>Effect of Non-Payment of Assessments.</u>
<u>Section 5.8</u>	<u>Assignment of Rents</u>
<u>Section 5.9</u>	<u>Lien Priority</u>
<u>Section 5.10</u>	<u>Working Capital Fund</u>
<u>Section 5.11</u>	<u>Surplus Funds</u>

#### ARTICLE 6. ARCHITECTURAL REVIEW

<u>Section 6.1</u>	<u>Composition of the Architectural Review Committee and Appointment</u>
<u>Section 6.2</u>	<u>Architectural Review Requirements; Authority of the Architectural Review Committee.</u>
<u>Section 6.3</u>	<u>Design Guidelines</u>
<u>Section 6.4</u>	<u>Procedures</u>
<u>Section 6.5</u>	<u>Vote and Appeal</u>
<u>Section 6.6</u>	<u>Commencement and Completion of Construction.</u>
<u>Section 6.7</u>	<u>Inspection of Work</u>
<u>Section 6.8</u>	<u>Variances.</u>
<u>Section 6.9</u>	<u>Waivers.</u>
<u>Section 6.10</u>	<u>Liability.</u>

#### ARTICLE 7. MAINTENANCE AND SERVICE RESPONSIBILITIES

<u>Section 7.1</u>	<u>Association Maintenance and Service Responsibilities.</u>
<u>Section 7.2</u>	<u>Owner's Maintenance Responsibility.</u>
<u>Section 7.3</u>	<u>Inspection, Repair and Replacement of Designated Owner Maintenance Components.</u>
<u>Section 7.4</u>	<u>Owner's Negligence.</u>

#### ARTICLE 8. INSURANCE

<u>Section 8.1</u>	<u>Insurance to be Carried by the Association.</u>
<u>Section 8.2</u>	<u>Real Property Insurance on the Common Area.</u>
<u>Section 8.3</u>	<u>Association Flood Insurance.</u>
<u>Section 8.4</u>	<u>Liability Insurance.</u>
<u>Section 8.5</u>	<u>Fidelity Insurance.</u>
<u>Section 8.6</u>	<u>Workers Compensation.</u>



<u>Section 8.7</u>	<u>Director and Officer Liability Insurance.</u>
<u>Section 8.8</u>	<u>Other Insurance.</u>
<u>Section 8.9</u>	<u>Miscellaneous Terms Governing Insurance Carried by the Association.</u>
<u>Section 8.10</u>	<u>Insurance Obtained by Owners.</u>
<u>Section 8.11</u>	<u>Insurance Premium.</u>
<u>Section 8.12</u>	<u>Managing Agent Insurance.</u>
<u>Section 8.13</u>	<u>Waiver of Claims Against Association.</u>
<u>Section 8.14</u>	<u>Adjustments by the Association.</u>
<u>Section 8.15</u>	<u>Responsibility for Payment of Deductible Amount.</u>
<u>Section 8.16</u>	<u>Insurance Assessments.</u>
<u>Section 8.17</u>	<u>Association as Attorney-in-Fact.</u>

#### ARTICLE 9. USE RESTRICTIONS

<u>Section 9.1</u>	<u>Flexible Application of the Subsequent Covenants and Restrictions.</u>
<u>Section 9.2</u>	<u>Authority.</u>
<u>Section 9.3</u>	<u>Permitted Uses</u>
<u>Section 9.4</u>	<u>Specific Lot Restrictions</u>
<u>Section 9.5</u>	<u>Nuisances.</u>
<u>Section 9.6</u>	<u>Use of Common Area.</u>
<u>Section 9.7</u>	<u>No Annoying Lights, Sounds or Odors.</u>
<u>Section 9.8</u>	<u>No Hazardous Activities.</u>
<u>Section 9.9</u>	<u>Maintenance of Grade and Drainage.</u>
<u>Section 9.10</u>	<u>Rules and Regulations.</u>
<u>Section 9.11</u>	<u>Use of the Words “Cheyenne Business Park” and “Cheyenne Business Park Owners Association”.</u>

#### ARTICLE 10. DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

<u>Section 10.1</u>	<u>Development Rights</u>
<u>Section 10.2</u>	<u>Special Declarant Rights.</u>
<u>Section 10.3</u>	<u>Exercise of Development Rights or Special Declarant Rights.</u>
<u>Section 10.4</u>	<u>Addition of Real Estate.</u>
<u>Section 10.5</u>	<u>Rights Transferrable/Rights Transferred.</u>
<u>Section 10.6</u>	<u>No Further Authorizations Needed</u>

ARTICLE 11. MISCELLANEOUS AND GENERAL PROVISIONS

Section 11.1 Compliance and Enforcement.

Section 11.2 Covenants to Run.

Section 11.3 Attorney Fees.

Section 11.4 Amendment of Declaration by Owners.

Section 11.5 Amendment of Declaration by Declarant.

Section 11.6 Required Consent of Declarant to Amendment.

Section 11.7 Registration of Mailing Address.

Section 11.8 Interpretation.

Section 11.9 Singular Includes the Plural.

Section 11.10 Captions.

Section 11.11 Non-Waiver.

Section 11.12 Conflict of Provisions.

Section 11.13 Severability.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CHEYENNE BUSINESS PARK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHEYENNE BUSINESS PARK (the “**Declaration**”) is made and entered into on as this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by CHEYENNE-LARAMIE COUNTY CORPORATION FOR ECONOMIC DEVELOPMENT (CHEYENNE LEADS), a Wyoming nonprofit corporation (the “**Declarant**”).

**RECITALS**

A. Declarant owns that certain real property in Laramie County, Wyoming, which is more particularly described as set forth in *Exhibit A-1* (the “**Declarant Property**”) attached hereto and by reference made a part hereof.

B. Laramie County, Wyoming owns that certain real property in Laramie County, Wyoming, which is more particularly described as set forth in *Exhibit A-2* (the “**County Property**”), which is adjacent to or proximate to the Declarant Property.

C. Rebor LLC owns that certain real property in Laramie County, Wyoming, which is more particularly described as set forth in *Exhibit A-3* (the “**Rebor Property**”), which is adjacent to or proximate to the Declarant Property.

D. Declarant desires to subject and place upon the Declarant Property, the County Property (with the consent of the Board of Commissioners of Laramie County, Wyoming), and the Rebor Property (with the consent of Rebor LLC) (the Declarant Property, the County Property, and the Rebor Property, collectively, referred to herein as the “**Property**”) certain covenants, conditions, easements, architectural guidelines, reservations, rights-of-way, obligations, liabilities and other provisions and restrictions for the development, improvement, use operations, maintenance, repair and enjoyment of the Property, that run with the land.

E. Declarant has caused the Cheyenne Business Park Owners Association, a Wyoming nonprofit corporation, to be incorporated under the laws of the State of Wyoming, as an owners’ association, for the purpose of exercising the functions set forth herein.

**ARTICLE 1. SUBMISSION/NAMES/DEFINED TERMS**

Section 1.1 Submission of Property. Declarant declares that the Property is subject to this Declaration and shall be owned, held, conveyed, encumbered, leased, improved, used, occupied, enjoyed, sold, transferred, hypothecated, maintained and altered subject to the terms contained in this Declaration. Declarant further declares that this Declaration is made for the purpose of protecting the value and desirability of the Property, that this Declaration shall run with the Property and shall be binding on all parties having any right, title or interest in the

Property or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Lot Owner thereof. Laramie County, as evidenced by execution below, hereby agrees that the County Property shall be a part of the Property subject to this Declaration, and as such, shall be owned, held, conveyed, encumbered, leased, improved, used, occupied, enjoyed, sold, transferred, hypothecated, maintained and altered subject to the terms contained in the Declaration. Rebor LLC, as evidenced by execution below, hereby agrees that the Rebor Property shall be a part of the Property subject to this Declaration, and as such, shall be owned, held, conveyed, encumbered, leased, improved, used, occupied, enjoyed, sold, transferred, hypothecated, maintained and altered subject to the terms contained in the Declaration. However, notwithstanding anything contained in this Declaration to the contrary, to the extent that there are existing Improvements on any portion of the County Property or the Rebor Property as of the date of the recording of this Declaration, those Improvements, as constructed or installed, shall be deemed to be in compliance with the provisions of this Declaration and the current Design Guidelines, except as related to ongoing maintenance of the same. In the event the current or any subsequent Owner of the County Property or the Rebor Property desires to make any material modifications to any such existing Improvements, then such Improvements must then be brought into compliance with the terms of this Declaration and the Design Guidelines then in existence.

Section 1.2 Defined Terms.

(a) **"Allocated Interests"** shall mean the Common Expense Liability and the votes in the Association allocated to each Lot, as set forth in Article 3, Section 3.4 of this Declaration.

(b) **"Architectural Review Committee"** or **"Committee"** shall mean the committee appointed by the Board of Directors pursuant to this Declaration for the purpose of administering the architectural approval and design review provisions contained in this Declaration.

(c) **"Assessment"** shall include all Common Expense Assessments and any other expense levied to a Lot pursuant to this Declaration, including interest, late fees, attorney fees, fines, and costs.

(d) **"Association"** shall mean and refer to Cheyenne Business Park Owners Association, a Wyoming nonprofit corporation, and its successors and assigns.

(e) **"Board"** or **"Board of Directors"** shall mean the body designated in the Governing Documents to act on behalf of the Association.

(f) **"Common Area"** shall mean all real property owned or leased by the Association, excluding the Lots, for the common use and enjoyment of the Owners, together with all improvements located thereon and all common property owned by the Association, and shall include any Common Area located upon any real property which is annexed to the Property. This property at the time of the recording of this Declaration is described on the attached *Exhibit B-1*. In addition, the Common Area shall include the

medians, pedestrian network trails and walks, underpasses, street trees and landscaping, and monument wayfinding and street signs, some of which are or may be located within the Campstool Road and Christensen Road rights-of-way, as more particularly set forth in *Exhibit B-2*.

(g) “**Common Expense Liability**” shall mean the liability for Common Expenses allocated to each Lot. Unless otherwise provided in this Declaration, the Common Expense Liability for each Lot shall be equal to the Allocated Interest of each Lot, provided that the amount of Common Expenses assessed against a Lot may be adjusted in accordance with Article 5, Section 5.5 of this Declaration.

(h) “**Common Expenses**” shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

(i) “**Declarant**” shall mean Cheyenne-Laramie County Corporation for Economic Development (Cheyenne Leads), a Wyoming nonprofit corporation, and any other and any successor and/or assignee and any Person or group of Persons which succeeds to all or any portion of the Declarant’s rights, or of any successor to the Declarant duly designated in accordance with this definition. Any such successor must be so identified by means of an express written assignment executed and acknowledged by the Declarant and the duly designated successor Declarant, and recorded in the real property records of Laramie County, Wyoming.

(j) “**Design Guidelines**” shall mean a manual of design guidelines for the Property, or other design, architectural or landscaping guidelines, to interpret and/or implement any provisions of Article 6 of this Declaration, specifically, and this Declaration in general, as more fully provided for in Section 6.4 of this Declaration.

(k) “**Governing Documents**” shall mean this Declaration, the Plat, the Articles of Incorporation, the Bylaws, and any Design Guidelines and/or Rules and Regulations of the Association, as they may be amended from time to time.

(l) “**Improvements**” shall mean all exterior improvements, structures, and any appurtenances thereto or components thereof of every type or kind, and all landscaping features, including but not limited to, buildings, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, parking areas, driveways, fences, screening walls, retaining walls, stairs, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, sod, gravel, bark, exterior light fixtures, poles, signs, exterior tanks, and exterior air conditioning, cooling, and heating equipment.

(m) “**Lot**” shall mean and refer to any of the Lots shown upon any recorded subdivision map or plat of the Property, together with all appurtenances thereto and improvements now or hereafter located thereon, with the exception of the Common Area.

(n) **"Park"** or **"The Cheyenne Business Park"** shall mean the real property described in *Exhibit A-1*, *Exhibit A-2* and *Exhibit A-3*, and as added to by annexation.

(o) **"Period of Declarant Control"** shall mean a length of time expiring sixty (60) days after conveyance of seventy-five percent (75%) of the Lots comprising the Declarant Property to Owners other than a Declarant.

(p) **"Plat"** shall mean and refer to the map(s) and/or plat(s) of the Property and improvements that are subject to this Declaration and which are designated in the map or plat recorded in the real property records of Laramie County, Wyoming. More than one Plat or supplement thereto may be recorded, and, if so, then the term "Plat" shall collectively mean and refer to all of such maps, plats and supplements thereto.

(q) **"Member"** shall mean any Owner. The terms "Member" and "Owner" may be used interchangeably.

(r) **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(s) **"Person"** shall mean a natural person, a corporation, a limited liability company, a partnership, a trust, a joint venture, an unincorporated association, or any other legal entity or any combination thereof.

(t) **"Property"** shall mean the property described in or which is subject to this Declaration together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.

(u) **"Rules and Regulations"** shall mean any written instruments, however identified, which are adopted by the Association for the regulation and management of the Park, and/or clarification of the Governing Documents, including any amendment to those instruments.

## **ARTICLE 2. PROERTY RIGHTS IN THE COMMON ELEMENTS/EASEMENTS**

Section 2.1 Easement for Encroachments. Each Lot and any Improvements thereon and the property included in the Common Area shall be subject to an easement for encroachments created by the original construction, settling and overhangs. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

### **Section 2.2 Blanket Easements.**

(a) *Maintenance Easement*. An easement is hereby granted to the Association, its officers, agents, and employees to enter in or to cross over the Common

Area and any Lot to perform the duties of operation, installation, maintenance, repair and replacement of the Lot, Improvements thereon or Common Area provided for in this Declaration.

(b) *Utility Easement.* A blanket easement is granted to the Association upon, across, over and under all of the Lots for ingress, egress, installation, replacing, repairing and maintaining any utilities, including but not limited to water, sewer, gas, telephone, and electricity, to the extent the Association is responsible for such utilities. By virtue of this easement, the Association shall have the authority to permit a utility company to affix and maintain wires, circuits, conduits, meters and similar equipment on, across and under the Lots. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Common Area or Lots, except as approved by the Board of Directors. The easements provided for in this paragraph shall in no way affect any other prior recorded easements on the premises.

Section 2.3 Access. For the purpose of performing any of the actions contemplated in the Governing Documents, including inspection and enforcement of each of the terms and provisions of the Governing Documents, the Association and the Architectural Review Committee, including the agents, representatives, employees, or contractors of the same, shall have the right, after reasonable notice to the Owner or occupants thereof and during regular business hours, to enter upon the exterior portions of any Lot, and such entry shall not be deemed a trespass. In emergency situations, the Association and the Architectural Review Committee, including the agents, representatives, employees, or contractors of the same, may enter without notice at any time, but the Owner or other occupants thereof shall be notified as soon as reasonably possible thereafter. In performing repairs or maintenance authorized under this Article, neither the Association nor the Architectural Review Committee, nor the agents, representatives, employees or contractors of the same, shall not be liable for any loss, cost or damage caused by their actions, except on account of their willful misconduct.

Section 2.4 Mechanic's Liens. No labor performed and/or materials furnished for use and incorporated into any Lot with the consent or at the request of the Owner thereof, his agent, contractor, or subcontractor, shall be the basis for the filing of a lien against a Lot of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Area. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any mechanic's lien against the Lot of any other Owner, the Common Area, or any part thereof, for labor performed and/or materials furnished in work on the first Owner's Lot. The Association may pay any sums necessary to eliminate any lien filed against Common Area not benefitting from the labor and/or materials furnished and all sums paid shall be an Assessment against the Owner or Owners for whom the labor and/or materials were furnished.

Section 2.5 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:



- (a) The terms, provision, covenants, conditions, restrictions, easements, reservations, uses, limitations, and obligations contained in this Declaration;
- (b) The right of the Association to adopt Rules and Regulations governing the use of the Common Area and the Lots;
- (c) The right of the Association to borrow money for the purpose of maintaining or improving the Common Area and for other such purposes deemed appropriate or necessary by the Board of Directors to fulfill the Association's obligations, duties or authority as set forth in the Governing Documents;
- (d) The right of the Association, upon approval of Members entitled to cast at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Lots not owned by the Declaration, to mortgage the Common Area as security for any loan or liability incurred by the Association, provided, that the rights of such mortgagee shall be subordinate to the rights of the Owners;
- (e) The right of the Association to assign its right to future income, including the right to assign its right to receive Common Expense Assessments;
- (f) The right, power and authority of the Association to grant any easement, right-of-way, license, lease, or similar interest through, over or in the Common Area;
- (g) The right of the Association to transfer or convey ownership of the Common Area, or any portion thereof, subject to the prior approval of Members entitled to cast at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Lots not owned by the Declarant;
- (h) The right of the Association to suspend an Owner's voting rights during any period in which the Owner shall be in default in the payment of any Assessment, including interest, fines, late fees, attorney fees and costs, levied by the Association;
- (i) The right of the Association to suspend an Owner's voting rights for a period not to exceed sixty (60) days or during any period of violation, whichever is greater, for the violation of any other provision of the Governing Documents other than the non-payment of Assessments;
- (j) The right of the Association to close portions of the Common Area for maintenance, repair, replacement and improvement; and
- (k) The right of the Association to change the use of, and/or to add or remove improvements to or from the Common Area.



Section 2.6 Delegation of Use. An Owner may delegate, in accordance with the Bylaws and Rules and Regulations adopted by the Board of Directors, his right of enjoyment to the Common Area to his tenants, or contract purchasers who occupy the Owner's Lot. If an Owner delegates such rights to use the Common Area to tenants or contract purchasers who occupy the Owner's Lot, the Owner shall not be entitled to use the Common Area

Section 2.7 Disclaimer of Liability. The Association shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners and all Persons, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any Person or property on, or in respect to the use and operation of, the Common Area or any of its improvements, fixtures, and facilities. It shall be the affirmative duty and responsibility of each Owner, and each user of the Common Area, to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

### **ARTICLE 3. THE ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS**

Section 3.1 General Purposes and Powers of the Association. The Association has been formed to perform functions and manage the Park as provided in this Declaration to protect the value and desirability of the Park and the Lots, to further the interests of the occupants, tenants and guests of the Park and Members of the Association, and to promote a harmonious Park and responsible leadership. The Association shall have a Board of Directors to manage the affairs of the Association. All Owners and any purchaser of a Lot shall be deemed to have assented to, ratified and approved such designations and management. The Association shall have all power necessary or desirable to effectuate such purposes.

Section 3.2 Authority of the Association. The business affairs of the Park shall be managed by the Association. The Association shall be governed by this Declaration, the Plat, the Articles of Incorporation, the Bylaws, and any Rules and Regulations adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents or by Wyoming law, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Board of Directors may, by written resolution, delegate authority to a manager or managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to affect such right or privilege or to satisfy such duty or obligation.

Section 3.3 Membership. Every Person who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for such membership. When more than one Person holds an interest in any Lot, all such Persons shall be Members.

Section 3.4 Allocated Interests. The Common Expense liability and votes in the Association allocated to each Lot are set as follows:

(a) Unless otherwise provided in this Declaration, the Common Expense Liability allocated to each Lot shall be a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in the Park from time to time. Notwithstanding the above, in relation to Lots that may be annexed to this Declaration by the Declarant pursuant to Section 10.4 of this Declaration, the annexation document effecting such annexation may provide as to all or any portion of the Lots being annexed, at the discretion of the Declarant, that so long as the same are not owned by the Declarant and no certificate of occupancy has been issued for such Lots, the same shall not be subject to the imposition of Assessments as set forth in this Declaration until such time as a certificate of occupancy is issued.

(b) The number of votes in the Association shall be allocated equally among the Lots with each Lot being allocated one (1) vote.

Section 3.5 Managing Agent. The Association may employ or contract for the services of a managing agent to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The agreement shall be by written contract having a term of no more than three (3) years and shall be subject to cancellation by the Association on thirty (30) days' notice, with or without cause, and without a cancellation fee. The Board shall not be liable for any omission or improper exercise by a managing agent of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

Section 3.6 Right to Notice. Notice of matters affecting the Park shall be given by the Association or through access to Association records, as further provided in the Bylaws or as otherwise provided by the Board of Directors.

Section 3.7 Indemnification. To the full extent permitted by law, each officer, director, committee member and volunteer of the Association shall be and hereby are indemnified by the Association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer, director, committee member or volunteer of the Association, or any settlements thereof, whether or not they are an officer, director, committee member or volunteer at the time such expenses are incurred; except in such cases wherein such officer, director, committee member or volunteer is adjudged guilty of breaching his or her duties.

Section 3.8 Security Disclaimer. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve security in the Park; however, each Owner, for himself or herself and his or her tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in the Park. Furthermore, the Association does not guarantee that individuals will not gain access to the Park and commit criminal acts in the Park, nor does

the Association guarantee that criminal acts in the Park will not be committed by Owners or occupants. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of measures taken.

#### **ARTICLE 4. BOARD OF DIRECTORS**

Section 4.1 Authority of the Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Except as otherwise provided in the Governing Documents, the Board of Directors may act in all instances on behalf of the Association.

Section 4.2 Election of the Board of Directors During the Period of Declarant Control. Except as otherwise provided in this Article, during the Period of Declarant Control the Declarant may appoint all members of the Board of Directors and officers of the Association and may remove all such members of the Board of Directors and officers of the Association appointed by it. Notwithstanding, no later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots comprising the Declarant Property to Owners other than the Declarant, at least one (1) member, but not less than twenty-five percent (25%) of the members, of the Board of Directors must be elected by Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots comprising the Declarant Property to Owners other than Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Board of Directors must be elected by Owners other than the Declarant.

Section 4.3 Termination of the Period of Declarant Control. Not later than sixty (60) days after the termination of the Period of Declarant Control, the Owners shall elect a Board of Directors (the exact number of members of the Board of Directors to be set forth in the Bylaws of the Association), a majority of whom shall be Owners other than the Declarant.

#### **ARTICLE 5. COVENANT FOR COMMON EXPENSE ASSESSMENTS**

Section 5.1 Creation of Lien and Personal Obligation to Pay Assessments. Declarant, for each Lot, and each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Common Expense Assessments and such other Assessments as imposed by the Association.

(a) The Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, and additional fees charged by the managing agent, including but not limited to, administration and witness fees, and/or any other charges that may be assessed and/or levied or may be agreed to in the process of collecting past due Assessments, including but not limited, credit card convenience fees from whatever source, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. If

any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due.

(b) The Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, and additional fees charged by the managing agent, including but not limited to, administration and witness fees, and/or any other charges that may be assessed and/or levied or may be agreed to in the process of collecting past due Assessments, including but not limited, credit card convenience fees from whatever source, shall be the personal obligation of the Owner of such Lot at the time when the Assessment or other charges became or fell due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of the Common Expense Assessments by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot against which the Common Expense Assessments are made.

(c) All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof, except as provided in this Declaration, shall be permitted by any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration. Except as provided in this Declaration, all Common Expense Assessments shall be assessed against all Lots based on the Allocated Interests, as set forth in this Declaration.

Section 5.2 Basis of Assessments. The Common Expense Assessment may be made on an annual basis against all Lots and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year.

Section 5.3 Annual Assessment. The budget for annual Assessments shall be prepared and approved by the Board of Directors. The annual Assessments for Common Expenses may be raised by up to five percent (5%) each year over the previous year's annual Assessment for Common Expenses without Owner approval. Any increase over five percent (5%) shall require the affirmative vote of a majority of the votes of Owners present and voting, in person or by proxy, at a duly constituted meeting of the Owners. Notwithstanding, the omission or failure of the Board of Directors to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 5.4 Special Assessments. In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund. The budget for any proposed Special Assessment adopted by the Board of Directors shall be submitted to the Owners for ratification. Any such proposed budget for a Special Assessment shall be deemed ratified unless Owners representing more than a majority of the votes allocated to the Lots that will be subject to the special

Assessment vote, either in person or by proxy, to reject the Special Assessment at a meeting called for such purpose. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the subject services or materials.

Section 5.5 Supplemental Assessments. The Association shall have the right to add to any Owner's Assessment:

- (a) Those amounts expended by the Association for the benefit of any individual Lot or any occupant thereof, including but not limited to: improvement, repair, replacement and maintenance specific to a Lot; or improvement, repair, replacement or maintenance caused by the negligent or willful acts of any Owner, his or her guest, employee, licensee, lessee or invitee as set forth in this Declaration;
- (b) Any extraordinary maintenance, repair, improvement or replacement costs of any area which the Association maintains required on fewer than all the Lots;
- (c) Any extraordinary insurance costs incurred as a result of the actions of an Owner (or his agents, guests, licensees, invitees or lessees);
- (d) All fines and costs assessed against an Owner pursuant to the Governing Documents; and
- (e) Any other expenditures or charges which the Board, in its sole discretion, chooses to allocate to a Lot and are reasonably determined to be allocable to a particular Lot.

Section 5.6 Application of Payments. All payments received on an account of any Owner or the Owner's Lot shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, returned check fees, lien fees and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents, prior to application of the payment to any special or regular Assessments due or to become due with respect to such Owner.

Section 5.7 Effect of Non-Payment of Assessments.

- (a) Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within fifteen (15) days after the due date thereof, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors, on a per annum basis to accrue monthly, from the due date, and the Association may assess a reasonable late fee thereon as determined by the Board of Directors.
- (b) Failure to make payment within sixty (60) days of the due date thereof shall cause the total amount of such Owner's Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the



Board. The Board may, in its discretion, decelerate the Member's annual Assessment. Further, upon the non-payment for a period of sixty (60) days or more, the Association may file a lien statement against the Lot.

(c) Further, the Association may foreclose its lien and/or bring an action at law or in equity, or all of the same, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving the Association's lien therefor. Likewise, the obtaining of a money judgment shall not preclude the foreclosure of the Association's lien so long as the judgment remains unsatisfied.

(d) Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her Lot, the Board may take possession and rent said Lot or apply for the appointment of a receiver for the Lot without prior notice to the Owner.

**Section 5.8    Assignment of Rents.** If a Lot is leased by its Owner, the rent is hereby pledged and assigned to the Association as security for the payment of all Assessments due by that Owner to the Association. If the Assessments owed by the Owner of a leased Lot are more than thirty (30) days delinquent, the Association may collect, and the occupant or lessee shall pay to the Board, the rent for any Lot owned by the delinquent Owner, or that portion of the rent equal to the amount due to the Association; provided, however, the lessee need not make such payments to the Association in excess of or prior to the due date for monthly rental payments unpaid at the time of the Association's request. The Association shall send notice to the Owner by any reasonable means at least ten (10) days prior to initiating the collection of rent from the Owner's occupant or lessee. The occupant and/or lessee shall not have the right to question the Association's demand for payment. Payment by the occupant or lessee to the Association will satisfy and discharge the occupant or lessee's duty of payment to the Owner for rent, to the extent of the amount paid to the Association. No demand or acceptance of rent under this Section shall be deemed to be a consent or approval of the Lot rental or a waiver of the Owner's obligations as provided in the Declaration. The Association shall not exercise this power where a receiver has been appointed with respect to a Lot or Owner, nor in derogation of the exercise of any rights to rents by the holder of a first lien security interest of a Lot. If an occupant or lessee fails or refuses to pay rent to the Association as provided for in this Section, the Association shall have the right to bring an action for unlawful detainer for non-payment of rent under Wyoming statutes, and the costs and attorney fees incurred by the Association in connection with that action shall be collectable from the occupant or lessee in that action, and from the Owner of the Lot in the same manner as any other Assessment under this Declaration.

Section 5.9 Lien Priority. The lien of the Association under this Article is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Declaration; and (2) liens for real estate taxes and other governmental assessments or charges against the Lot. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver of the homestead exemption as against said Assessment lien.

Section 5.10 Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and prepayment of or provision for reserves shall be retained by the Association as reserves or in such other funds as the Board of Directors may direct and need not be paid to the Owners or credited to them to reduce future Assessments.

## **ARTICLE 6. ARCHITECTURAL REVIEW**

Section 6.1 Composition of the Architectural Review Committee and Appointment. The Architectural Review Committee will consist of three (3) or more natural persons appointed by the Board of Directors, all of whom must also be members of the Board of Directors. If no Architectural Review Committee is appointed, the entire Board of Directors shall act as the Architectural Review Committee. The power to “appoint” the Architectural Review Committee, as provided herein, shall include without limitation the power to: constitute the initial membership of the Architectural Review Committee; appoint member(s) to the Architectural Review Committee on the occurrence of a vacancy therein, for whatever reason; and remove any member of the Architectural Review Committee, with or without cause, at any time, and appoint the successor thereof. Each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set from time to time in the discretion of the Board of Directors.

Section 6.2 Architectural Review Requirements; Authority of the Architectural Review Committee.

(a) No Improvement may be constructed, erected, placed, altered, planted, applied, installed or modified, upon any Lot, unless the Improvement is in full compliance with all provisions of the Governing Documents. Prior to constructing, erecting, placing, altering, planting, applying, installing or modifying an Improvement upon any Lot, the Owner of the Lot must submit plans and specifications for the proposed Improvement to the Architectural Review Committee for review and consideration, and then receive approval in writing from the Architectural Review Committee, all in accordance with the Design Guidelines and/or Rules and Regulations.

(b) The Architectural Review Committee shall endeavor to exercise its reasonable judgment in an attempt to provide for each proposed Improvement to generally harmonize with the existing surroundings, landscaping and structures.

(c) In its review of such plans, specifications and other materials and information, the Architectural Review Committee may require that the applicant(s) reimburse the Architectural Review Committee for the actual expenses incurred by the Architectural Review Committee in the review and approval process. Such amounts, if any, shall be collectible by the Association in the same manner as Assessments.

Section 6.3 Design Guidelines. The Architectural Review Committee may propose Design Guidelines or revisions or amendments thereto, which may be approved by the Board of Directors, at any time and from time to time. Without limiting the generality of the foregoing, any such Design Guidelines may contain guidelines to clarify the types of designs and materials that may be considered in design approval, may state requirements for submissions in order to obtain review by the Architectural Review Committee, may state procedural requirements, or may specify acceptable Improvements that may be installed without prior approval of the Architectural Review Committee.

Section 6.4 Procedures. The Architectural Review Committee will review and approve in writing (which may be with conditions and/or requirements), or disapprove, each request for architectural approval sixty (60) days after the complete submission to the Architectural Review Committee, along with receipt acknowledgement by the Architectural Review Committee, of the plans and specifications and other materials and information which the Architectural Review Committee may require in conjunction therewith in accordance with the design review procedures set forth in the Design Guidelines or the Rules and Regulations. If the Architectural Review Committee fails to review and approve in writing (which may be with conditions and/or requirements), or disapprove, a request for architectural approval within sixty (60) days after the complete submission of the plans and specifications and other information requested with respect thereto, such request is deemed denied by the Architectural Review Committee.

Section 6.5 Vote and Appeal. If the Board of Directors is not acting as the Architectural Review Committee, an Owner whose plans have been disapproved or conditionally approved by the Architectural Review Committee may appeal any decision of the Architectural Review Committee to the Board of Directors. The Board of Directors shall review the decision of the Architectural Review Committee pursuant to the criteria set forth in this Article and the Design Guidelines. Any decision of the Architectural Review Committee may be overruled and reversed on appeal by a majority of the Board of Directors by a written decision setting forth the reasons for the reversal when the Board of Directors concludes that the Architectural Review Committee's decision was inconsistent with the criteria set forth in this Article and/or the Design Guidelines.

Section 6.6 Commencement and Completion of Construction. All improvements approved by the Design Review Committee must be commenced within six (6) months from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the Architectural Review Committee, unless the Architectural Review Committee gives a written extension for commencing the work. Additionally, except with written Architectural Review Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces



beyond the control of the Owner, all work approved by the Architectural Review shall be completed within twelve (12) months of commencement.

Section 6.7 Inspection of Work. The Architectural Review Committee and the Board of Directors have the right to inspect any Improvement at any time, including prior to or after completion, to determine whether or not the proposed Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Article.

Section 6.8 Variances. The Architectural Review Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration or the Design Guidelines in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in the Design Guidelines.

Section 6.9 Waivers. The approval or consent of the Architectural Review Committee to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Architectural Review Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

Section 6.10 Liability. Neither the Declarant, the Association, the Architectural Review Committee, or any member of any the same (the “**Released Parties**”) are liable or shall be liable to any Person by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, in regard to any matter whether for damage or in equity. In reviewing or approving any matter, the Released Parties are not responsible for any issue related to the Improvements, whether structural or otherwise, and whether submitted for review or otherwise. The Released Parties are not responsible for any matter related to safety. The Released Parties are not responsible for the conformance of Improvements with applicable law or compliance with any other standard or regulation, and any approval (which may be with conditions and/or requirements) of any Improvement by the Architectural Review Committee will not be deemed an approval of any such matters, will not be deemed to represent that the Improvement conforms to applicable law or complies with any other standards or regulations, and will not constitute a warranty by the Architectural Review Committee to any applicant of the adequacy of design, workmanship or quality of such work or materials for any applicants’ intended use. The Architectural Review Committee will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to property with respect to architectural requests and shall not be liable for any disputes relating to the same. No Owner or other Person is a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by, the Released Parties. Each Owner (i) waives and releases the Released Parties from all claims related to approval or disapproval of any Improvements and (ii) waives and releases all claims against the Released Parties. The foregoing release and waiver are made by each Owner to the fullest extent permitted by the law and for and on behalf of itself, its assigns, executors, heirs, occupants, personal representatives, representatives, and successors. The Architectural Review Committee members, acting in that capacity, shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Architectural Review Committee members, acting in that capacity, have no

personal liability with respect to any contract or other commitment made or action taken on behalf of the Architectural Review Committee.

## **ARTICLE 7. MAINTENANCE AND SERVICE RESPONSIBILITIES**

### **Section 7.1    Association Maintenance and Service Responsibilities.**

(a)    The Board of Directors of the Association shall determine the specifications, scope, extent, nature and parameters of the Association's maintenance and service responsibilities. The Association shall maintain, repair, replace, and keep in good repair in a workmanlike manner as a Common Expense the Common Area and all Improvements thereon. Notwithstanding the above, the Association shall not be required to maintain any Common Area shown on *Exhibit B-2* to the extent the same has been or may be accepted for maintenance by the City of Cheyenne.

(b)    The Association may, in its sole discretion, assume the obligation for maintenance or repair of additional property, either real or personal, which lies within or outside the Park. The Association shall have the right to assume such obligation even if the obligation currently lies with Owners or other entities, provided, however, the Association shall provide Owners with fifteen (15) days prior written notice of the assumption of any obligation which would normally be that of the Owners pursuant to this Declaration. The Association, in its sole discretion, shall determine the time and manner in which any maintenance, whether required or assumed, shall be performed, as well as the color and/or type of materials used.

(c)    Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Area by an Owner or occupant shall be performed at the sole expense of such Owner or occupant, and the Owner or occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

(d)    The Association shall repair incidental damage to any Lot resulting from performance of work which is the responsibility of the Association. Such repair shall be performed based on a reasonableness standard.

(e)    Liability of Association.

(i)    The Association shall not be liable for injury or damage to person or property caused by or resulting from any water, rain, snow or ice which may leak or flow from any portion of the Common Area or from any device, pipe, drain, conduit, appliance, material, component or equipment which the Association is responsible to maintain hereunder, except:

(A)    For injuries or damages arising after the Owner of a Lot has put the Association on written notice of a specific leak or flow from any

portion of the Common Area or device, pipe, drain, conduit, appliance, material, component or equipment for which the Association has a maintenance responsibility; and

(B) Only if the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter.

(ii) The Association shall not be liable to the Owner of any Lot or such Owner's tenants, guests or invitees, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Area.

(iii) The Association shall not be liable to any Owner, or any Owner's tenants, guests or invitees for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

(iv) No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

## Section 7.2 Owner's Maintenance Responsibility.

(a) Each Owner shall have the obligation to maintain, repair and replace all portions of the Owner's Lot and all Improvements thereon in a clean, slightly and wholesome condition.

(b) Each Owner shall have the responsibility to:

(i) Perform his or her maintenance responsibility in such manner so as not to unreasonably disturb persons on other Lots;

(ii) Promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible; and

(iii) Pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her tenants, guests or

invitees, with the cost thereof to be added to and become part of the Owner's next chargeable Assessment.

(c) An Owner shall not be liable for injury or damage to person or property caused by or resulting from the Owner's maintenance or lack of maintenance of the Lot except if the Owner has failed to exercise due care in performing said maintenance. An Owner shall not be liable to any other Owner, or any Owner's tenants, guests or invitees, or the Association, for any damage or injury caused in whole or in part by the Owner's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Owner's failure to discharge its responsibilities.

Section 7.3 Inspection, Repair and Replacement of Designated Owner Maintenance Components. If the Association, either through inspection or otherwise, determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance of his or her Lot and/or the Improvements thereon, then the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Association.

The Owner shall have thirty (30) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within thirty (30) days. If an Owner has not complied with the demand given by the Association as provided in this Section, the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the Assessment to which such Owner is subject, shall become a lien against the Lot, and shall be collected as provided in this Declaration for the collection of Assessments.

Section 7.4 Owner's Negligence. If the Board determines that the need for maintenance or repair of any portion of the Common Area, any Lot or otherwise is a Common Expense and is caused through the willful or negligent act of any Owner, or occupant or their lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or occupant's Lot, which shall become a lien against the Lot, and shall be collected as provided in this Declaration for the collection of Assessments.

## **ARTICLE 8. INSURANCE**

Section 8.1 Insurance to be Carried by the Association. The Association shall obtain and maintain in full force and effect to the extent reasonably available, and at all times, the insurance coverage set forth in this Declaration, which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Wyoming. All insurance purchased by the Association shall be purchased from companies with ratings of "A" or better, to the extent that insurance is available at reasonable cost to the Association through such companies.

Section 8.2 Real Property Insurance on the Common Area.

(a) The Association shall obtain insurance providing all risk coverage or the nearest equivalent available for the full replacement cost, without deduction for depreciation, for all insurable improvements located on the Common Areas, as more fully provided herein, and the other property of the Association.

(b) The Association may also obtain any additional endorsements which it deems advisable and in the best interests of the Park by the Board of Directors.

(c) The insurance described in this Section shall be inflation coverage insurance, if such insurance is available, which shall at all times represent one hundred percent (100%) of the replacement value of all facilities in the Common Area except land, foundation, excavation and other items normally excluded from coverage and except for any deductible provisions as permitted under this Article.

(d) The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

Section 8.3 Association Flood Insurance. The Association shall obtain flood insurance to the extent required by the Federal Emergency Management Agency (FEMA) or any other governmental agency.

Section 8.4 Liability Insurance. The Association shall obtain a comprehensive policy of public liability and property damage liability insurance covering the Common Area, in such limits as the Board may from time to time determine, but not in any amount less than a combined single limit of \$1,000,000.00, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other uses of the Common Area. The foregoing liability insurance shall name the Association as the insured.

Section 8.5 Fidelity Insurance. The Association shall obtain fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees, volunteers and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation.

Section 8.6 Workers Compensation. The Association shall obtain and maintain workers' compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in forms now or hereafter required by law.

Section 8.7 Director and Officer Liability Insurance. The Association shall purchase directors' and officers' insurance in an amount reasonably necessary to protect the directors and officers.

Section 8.8 Other Insurance. The Association may obtain insurance against such other risks, of similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties.

Section 8.9 Miscellaneous Terms Governing Insurance Carried by the Association. The Association shall maintain, to the extent reasonably available and necessary, policies with the following terms or provisions:

(a) All policies of insurance shall provide that each Owner is an insured under the policy with respect to liability arising out of such Owner's membership in the Association.

(b) All policies of insurance shall contain waivers of subrogation against any Owner or member of his or her household.

(c) All policies of insurance shall contain waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without at least thirty (30) days prior written notice to all of the Owners, holders of first mortgages on any of the Lots and the Association.

(d) If requested, certificates of insurance and renewals thereof, together with proof of payments of premiums, shall be delivered to all holders of first mortgages on the Lots at least ten (10) days prior to expiration of the then current policies.

(e) All liability insurance shall be carried in blanket form naming the Association, the board, the manager or managing agent, if any, and the officers of the Association as insureds.

(f) All policies of insurance of the Association shall be primary, providing the primary insurance of the loss, if there is other insurance in the name of the Owner.

(g) All policies of insurance shall provide that the insurance thereunder shall not be invalidated, suspended, voidable or have any condition of recovery due to an act or omission by any Owner, only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to the Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.



Section 8.10 Insurance Obtained by Owners. Each Owner shall be responsible for maintaining insurance which covers his Lot and all Improvements thereon. Such insurance shall include, but may not be limited to, furnishings and personal or other property on the Lot and liability insurance for injury, death or damage upon the Lot. Any such policy shall contain waivers of subrogation and shall be so written that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished thereby.

Section 8.11 Insurance Premium. Insurance premiums for insurance carried by the Association shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.

Section 8.12 Managing Agent Insurance. The manager or managing agent, if any, shall be insured for the benefit of the Association, and shall maintain and submit evidence of such coverage to the Association, including professional liability or errors and omissions insurance, workers' compensation, unemployment and fidelity coverage.

Section 8.13 Waiver of Claims Against Association. As to all policies of insurance maintained by or for the benefit of the Association and Owners, the Association and the Owners hereby waive and release all claims against one another and the Board of Directors, to the extent of the insurance proceeds available, whether or not the insurance damage or injury is caused by the negligence of or breach of any agreement by these persons.

Section 8.14 Adjustments by the Association. Any loss covered by an insurance policy carried by the Association shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association, and not to any holder of a mortgage on any Lot. The Association shall hold any insurance proceeds in trust for the Association, Owners and such mortgagees as their interests may appear. If the insurance proceeds are insufficient to cover the cost of repair or reconstruction, the Association may levy a Special Assessment to cover the short fall (or deductible) pursuant to this Declaration.

Section 8.15 Responsibility for Payment of Deductible Amount. Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Area unless the damage is the liability of an Owner, his guests, or invitees, as set forth in this Declaration, in which case the Association shall seek reimbursement of the deductible amount as an Assessment in compliance with and under the terms of this Declaration.

Section 8.16 Insurance Assessments. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction which in the absence of insurance would be the maintenance responsibility of the Association, the deductible or additional cost shall be a Common Expense.

Section 8.17 Association as Attorney-in-Fact. Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of dealing with any improvements covered by insurance written in the name of the Association pursuant to this

Article upon their damage or destruction as provided in this Declaration, or a complete or partial taking or condemnation as provided in this Declaration. Acceptance by a grantee of a deed or other instrument of conveyance conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact. Furthermore, if so requested, an Owner shall execute a separate instrument specifically setting forth this appointment.

## **ARTICLE 9. USE RESTRICTIONS**

Section 9.1 Flexible Application of the Subsequent Covenants and Restrictions. All Lots within the Park shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Board of Directors such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing.

Section 9.2 Authority. All provisions of the Governing Documents shall apply to Owners and their guests, tenants, invitees and licensees. Owners and their successors and assigns, by acceptance of a deed to their Lot, acknowledge that they have been given notice, and that:

- (a) The ability of Owners to use their Lots may be limited by the provisions in the Governing Documents.
- (b) The Board may, from time to time, adopt and amend definitions of words, phrases and terms used in this Declaration and other Governing Documents.
- (c) The Board may establish penalties for the infraction of all regulations and Owners will be responsible for fines assessed against their tenants, guests and invitees for violations of the restrictions.
- (d) All fines imposed are collectable as Assessments.

Section 9.3 Permitted Uses. Pursuant to this Declaration, the Property is designated for certain light and medium industrial uses, research and development uses, industrial support and service uses, and business and professional office uses. Notwithstanding the above, the following types of uses shall not be permitted on any of the Property:

- (a) Auto wrecking, salvage yards or businesses whose principal occupation is storage of scrap metals;
- (b) Alfalfa dehydrating mills;



- (c) Slaughter houses or rendering works;
- (d) Trailer courts or recreational vehicle campgrounds;
- (e) Drilling for and removing oil, gas or other hydrocarbon substances;
- (f) Refining of petroleum or of its products;
- (g) Commercial petroleum storage yards;
- (h) Commercial excavation of building or construction materials; provided that this prohibition shall not be construed to prohibit any excavation necessary in the course of approved construction pursuant to Article 6 of this Declaration;
- (i) Distillation of bones;
- (j) Dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals or other refuse (but not to include modern recycling);
- (k) Cemeteries;
- (l) Jail or honor farms;
- (m) Tire storage; and
- (n) Any other use determined by the Board of Directors to be detrimental to the continued well-being of the business purposes of the Park.

#### Section 9.4 Specific Lot Restrictions.

- (a) The main entrances of any building facing any street shall have an exterior façade of brick, painted block, stone, flagstone, moss rock, pre-cast concrete products, or architectural concrete or other material approved by the Architectural Review Committee.
- (b) In order to confine the maneuvering of trucks and trailers as near to each building constructed on a Lot as possible, no loading dock shall be located closer than forty (40) feet from any street; provided that no vehicle, or part thereof, shall park or be allowed to stand within any public right-of-way while loading or unloading.
- (c) No billboards or advertising signs other than those identifying the name of the business or products of the Person occupying the Lot shall be permitted, except that a sign offering the Lot for sale or lease may be permitted. Design and location of all signs are subject to the approval of the Architectural Review Committee.

(d) Storage of bulk commodities, materials, supplies, products and equipment on the exterior portions of a Lot shall be confined to areas which are screened in accordance with the provisions of this Declaration, it being the intention of this Section that such materials shall not be visible from adjoining Lots or from streets or public areas. Storage of materials required to be screened from view pursuant to this Section shall be screened from view by any of the following methods, or any combination of the same, as approved by the Architectural Review Committee:

(i) Fences or masonry walls of approved design and height;

(ii) Located at the rear of a building, provided such location will conceal such area from view of adjoining Lots, streets or public areas;

(iii) Properly located and planned hedges, shrubs, or plantings of sufficient density and height to provide concealment; or

(iv) Terrain adjustment and/or retaining walls to provide concealment by virtue of sight lines from adjacent Lots, streets or public areas.

(e) All Lots must be engineered for proper drainage to drain water away from buildings, to avoid impounding of water (except as a planned, approved pond as a landscaping feature), and to conform to the overall drainage pattern of the Park.

(f) Concrete, flagstone, oil surface or other approved hard-surfaced walks must be provided for all major pedestrian visitor or employee foot traffic patterns.

Section 9.5 Nuisances. No nuisance shall be permitted within the Park, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Lot or any Common Area, or any portion of the Park by Owners or occupants thereof.

Section 9.6 Use of Common Area. There shall be no obstruction of any Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from any Common Area without the prior written approval of the Architectural Review Committee.

Section 9.7 No Annoying Lights, Sounds or Odors. No light shall be emitted from any portion of the Park which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Park which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Park except with the prior written approval of the Architectural Review Committee.

Section 9.8 No Hazardous Activities. No activity shall be conducted on and no Improvement shall be constructed on any Property within the Park which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property within the Park. No open fires shall be lighted or permitted on any Property within the Park except in a contained barbeque unit while attended and in use for cooking purposes. No Owner shall permit any condition on his Lot or Lots which creates a fire hazard or is in violation of applicable fire prevention regulations.

Section 9.9 Maintenance of Grade and Drainage. Each Owner shall maintain the grading upon such Owner's Lot at the slope and pitch fixed by the final grading thereof. No Owner shall interfere in any way with the established drainage pattern over any real property which he or she has a duty to maintain, from adjoining or other real property. In the event that it is necessary or desirable to change the established drainage over any Lot which an Owner has a duty to maintain, then the Owner must submit a plan to the Architectural Review Committee for its review and consideration as provided for herein. For purposes of this Section, "established drainage" is defined as the drainage which exists at the time final grading of a Lot is completed.

Section 9.10 Rules and Regulations. In furtherance of the provisions of this Declaration, and the general plan, Rules and Regulations concerning and governing the Park or any portion thereof may be adopted, amended, or repealed from time to time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

Section 9.11 Use of the Words "Cheyenne Business Park" and "Cheyenne Business Park Owners Association". No resident or Owner shall use the words "Cheyenne Business Park" or "Cheyenne Business Park Owners Association" or the logo of the Park or Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association.

## **ARTICLE 10. DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS**

Section 10.1 Development Rights. The Declarant hereby reserves for itself and its successors and assigns, the following rights, herein after the "Development Rights":

- (a) The right to add real estate to the Park, as more fully provided in Section 10.4 herein;
- (b) The right to create Lots or Common Area within the Park;
- (c) The right to subdivide Lots or convert Lots to Common Area; and
- (d) The right to withdraw real estate from the Park.

Section 10.2 Special Declarant Rights. In addition to the Development Rights reserved above, the Declarant further reserves those rights granted to or reserved by the Declarant as

hereinafter set forth or as otherwise set forth in this Declaration for the benefit of the Declarant, including but not limited to the following acts (collectively, the “**Special Declarant Rights**”):

- (a) To build and complete Improvements in the Park;
- (b) To exercise any Development Right;
- (c) To maintain sales offices, construction offices, management offices, and signs advertising the Park and sale of Lots;
- (d) To use easements through the Common Area for the purpose of making Improvements within the Park or within real property which may be added to the Park;
- (e) To grant or create easements for access, utilities, drainage, water and other purposes incidental to the development and sale of the Park located in or across Lots owned by the Declarant or the Common Area, provided such easements do not create a permanent, unreasonable interference with the rights of any Owners at the time such easement is created;
- (f) To appoint or remove any officer of the Association or any member of the Board of Directors during the Period of Declarant Control;
- (g) To convert any Lot or other portion of the Property in the Park owned by the Declarant into Common Area;
- (h) To impose additional restrictions on any portion of the Property then owned by the Declarant by the recordation of one or more supplemental declarations applicable to any such portion of the Property; and
- (i) To perform any other right of the Declarant set forth in this Declaration.

Section 10.3 Exercise of Development Rights or Special Declarant Rights. All of the Development Rights and Special Declarant Rights may be exercised by the Declarant with respect to any portion of the property now or hereafter within the Park. The Declarant may exercise any or all of the Development Rights or Special Declarant Rights at any time and from time to time. Unless otherwise provided herein, the Development Rights and Special Declarant Rights shall terminate at such time as the Declarant no longer owns any portion of the Property, unless surrendered by the Declarant prior to that date by the recording of a written statement that the Declarant has surrendered any such Development Rights or Special Declarant Rights.

Section 10.4 Addition of Real Estate. The Declarant may annex additional property to this Declaration additional property. Each such annexation shall be effected, if at all, by the recording of an annexation document which shall provide for annexation to this Declaration of the property described in such annexation document, shall state that the Declarant (or other Person, with such Person’s consent to such annexation) is the owner of the Lot(s) thereby created, shall assign an identifying number to each new Lot, shall describe the Common Area

being annexed, if any, shall reallocate the Allocated Interests among all Lots. All provisions of this Declaration, including but not limited to, those provisions regarding obligations to pay assessments to the Association and any right to cast votes as Members, shall apply to annexed property immediately upon the recording of any such annexation document. Upon recordation, any such annexation document shall be deemed an amendment to the Declaration, and each Lot, Common Area or other separately described parcel of real property being annexed by such Annexation of Additional Land shall be deemed to be part of the Property as defined in this Declaration.

Section 10.5 Rights Transferrable/Rights Transferred. Any rights created or reserved under this Article for the benefit of the Declarant may be transferred to any Person by an instrument describing the rights transferred and recorded in the real property records of Laramie County, Wyoming. Such instrument shall be executed by the transferor Declarant and the transferee. The rights transferred may then be exercised in compliance with the requirements of this Declaration without the consent of the Association, any Owners or any holders of a security interest on any Lot. Any rights created or reserved under this Article for the benefit of the Declarant may also be transferred to the Association by an instrument describing the right transferred and recorded in the real property records of Laramie County, Wyoming. Such instrument shall be executed by the transferor Declarant and the Association as transferee. The rights transferred may then be exercised in compliance with the requirements this Declaration without the consent of the Association, any Owners or any holders of a security interest on any Lot.

Section 10.6 No Further Authorizations Needed. The consent of Owners or holders of security interests on the Lots shall not be required for the exercise of any reserved rights, and the Declarant or its assigns may proceed without limitation at its sole option. The Declarant or its assignees may exercise any reserved rights on all or any portion of the Property in whatever order determined. The Declarant or its assigns shall not be obligated to exercise any reserved rights or to expand the Park beyond the number of Lots initially submitted.

## **ARTICLE 11. MISCELLANEOUS AND GENERAL PROVISIONS**

### **Section 11.1 Compliance and Enforcement.**

(a) Every Owner and occupant of a Lot shall comply with the Governing Documents, and each Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration.

(b) The Association may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

(i) Imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Lot;

(ii) Suspending the right to vote;

(iii) Exercising self-help or taking action to abate any violation of the Governing Documents;

(iv) Requiring an Owner, at the Owner's expense, to remove any structure or Improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Assessment under the terms of this Declaration;

(v) Without liability to any Person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Park;

(vii) Bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(c) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a specific Assessment. The Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

(d) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

(e) The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action.

Section 11.2 Covenants to Run. The covenants and restrictions contained in this Declaration shall run with and bind the land in perpetuity. All of the covenants, easements, servitudes and provisions contained in this Declaration shall be a burden on the title to all of the lands within the Property, and the benefits thereof shall inure to the owners of all of the lands within the Property.



Section 11.3 Attorney Fees. If an Owner fails to pay any Assessment or any other amount due to the Association as provided in this Declaration or otherwise fails to comply with any other provision of the Governing Documents, the Association may require reimbursement for reasonable attorney fees and costs, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or the Park, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner, shall be charged as an Assessment and shall constitute a lien against the Lot.

Section 11.4 Amendment of Declaration by Owners. Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of Owners holding at least sixty-seven percent (67%) of the votes in the Association. Said approval may be obtained in any method allowed by the Governing Documents of the Association. The amendment or repeal shall be effective upon the recordation in the real property records of Laramie County, Wyoming, of a certificate, setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association. All challenges to the validity of any amendment or repeal must be made within one (1) year after the date of recording of such amendment or repeal.

Section 11.5 Amendment of Declaration by Declarant. The Declarant may amend this Declaration or the Plat to correct clerical, typographical or technical errors.

Section 11.6 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration reserving rights to or for the benefit of the Declarant, or its assigns, shall not be effective unless the Declarant has given written consent to such amendment or repeal, which consent may be evidenced by the execution by the Declarant of any certificate of amendment or repeal. The foregoing requirement for consent to any such amendment or repeal shall terminate upon termination of the Period of Declarant Control.

Section 11.7 Registration of Mailing Address. Each Owner shall register his mailing address with the Association. Except as may otherwise be required by this Declaration, any notices or demands intended to be served upon an Owner shall be sent by first class mail, postage prepaid, addressed in the name of such Owner at such registered mailing address, or provided by other means as permitted or required by the applicable law. If an Owner fails to notify the Association of a registered address, then any notice or demand may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Lot.

Section 11.8 Interpretation. The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in this Declaration. The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration. This

Declaration shall be construed and governed under the laws of the State of Wyoming, without regard to its conflict of laws principles.

Section 11.9 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 11.10 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 11.11 Non-Waiver. Any forbearance or failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration or of any subsequent enforcement of such provision.

Section 11.12 Conflict of Provisions. In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In the case of conflict between the Articles of Incorporation and Bylaws, the Articles of Incorporation shall control.

Section 11.13 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

[Signature pages follow]



IN WITNESS WHEREOF, the undersigned has hereunto set its hand this \_\_\_\_\_  
day of \_\_\_\_\_, 2019.

DECLARANT:

**CHEYENNE-LARAMIE COUNTY  
CORPORATION FOR ECONOMIC  
DEVELOPMENT (CHEYENNE  
LEADS),**  
a Wyoming nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WYOMING                    )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2019, by \_\_\_\_\_ as  
\_\_\_\_\_ of Cheyenne-Laramie County Corporation for Economic  
Development (Cheyenne Leads), a Wyoming nonprofit corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**CONSENT TO DECLARATION BY LARAMIE COUNTY**

IN WITNESS WHEREOF, Laramie County, Wyoming, as the owner of the County Property, has hereunto set its hand and seal of the date set forth below, and hereby consents to the inclusion of the County Property to the Declaration.

**LARAMIE COUNTY, WYOMING**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WYOMING                    )  
  )ss.  
COUNTY OF LARAMIE                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of Laramie County, Wyoming.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**CONSENT TO DECLARATION BY REBOR LLC**

IN WITNESS WHEREOF, Rebor LLC, as the owner of the Rebor Property, has hereunto set its hand and seal of the date set forth below, and hereby consents to the inclusion of the Rebor Property to the Declaration.

**REBOR LLC,**  
a Wyoming limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WYOMING                    )  
  )ss.  
COUNTY OF LARAMIE                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of Rebor LLC, a Wyoming limited liability company.

Witness my hand and official seal.  
  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A-1**  
**DESCRIPTION OF DECLARANT PROPERTY**

ROCKY MOUNTAIN INDUSTRIAL PARK, 5TH FILING: LOT 1, BLOCK 1

ROCKY MOUNTAIN INDUSTRIAL PARK, 5TH FILING: LOT 2, BLOCK 1

ROCKY MOUNTAIN INDUSTRIAL PARK ADDITION, 3RD FILING: TRACT 20

ROCKY MOUNTAIN INDUSTRIAL PARK ADDITION, 3RD FILING: TRACT 21

ROCKY MOUNTAIN INDUSTRIAL PARK ADDITION, 3RD FILING: TRACT 22

CHEYENNE BUSINESS PARKWAY, 1ST FILING: LOT 1, BLOCK 3

CHEYENNE BUSINESS PARKWAY, 1ST FILING: LOT 2, BLOCK 3

CHEYENNE BUSINESS PARKWAY, 1ST FILING: LOT 4, BLOCK 3

CHEYENNE BUSINESS PARKWAY, 9TH FILING: LOT 1, BLOCK 1

CHEYENNE BUSINESS PARKWAY, 9TH FILING: LOT 2, BLOCK 1

CHEYENNE BUSINESS PARKWAY, 9TH FILING: LOT 3, BLOCK 1

CHEYENNE BUSINESS PARKWAY, 9TH FILING: LOT 4, BLOCK 1

CHEYENNE BUSINESS PARKWAY, 3RD FILING: LOT 2, BLOCK 1

CHEYENNE BUSINESS PARKWAY, 3RD FILING: LOT 4, BLOCK 1

CHEYENNE BUSINESS PARKWAY, 7TH FILING: LOT 2, BLOCK 1

CHEYENNE BUSINESS PARKWAY, 3RD FILING: LOT 7, BLOCK 2

CHEYENNE BUSINESS PARKWAY, 3RD FILING: LOT 8, BLOCK 2

CHEYENNE BUSINESS PARKWAY, 3RD FILING: LOT 1, BLOCK 2

CHEYENNE BUSINESS PARKWAY, 7TH FILING: LOT 4, BLOCK 1

CHEYENNE BUSINESS PARKWAY, 7TH FILING: LOT 3, BLOCK 1

CHEYENNE BUSINESS PARKWAY, 8TH FILING: LOT 1, BLOCK 1

CHEYENNE BUSINESS PARKWAY, 3RD FILING: LOT 2, BLOCK 3

CHEYENNE BUSINESS PARKWAY, 3RD FILING: LOT 3, BLOCK 3

CHEYENNE BUSINESS PARKWAY, 6TH FILING: LOT 1, BLOCK 1 LESS (10,282 SQ FT, BK 2492 PG 234) A POR OF SD LOT 1, BLOCK 1, CHEYENNE BUSINESS PARKWAY, 6TH FILING, DESC AS: BEG AT THE SOUTHEAST COR OF LOT 1; TH S 59 DEG 39' 30" W, ALONG THE SOUTH LINE, 15.51' TO THE BEG OF A NON-TANGENTIAL CURVE TO THE RIGHT; TH 686.56' ALONG SD CURVE, THROUGH AN ANGLE OF 22 DEG 56' 40", HAVING A RADIUS OF 1714.44' AND WHOSE LONG CHORD BEARS N 33 DEG 32' 10" W, 681.98' TO A PNT ON THE EASTERLY LINE OF LOT 1; TH N 68 DEG 04' 16" E, ALONG SD LINE, 15' TO THE EAST LINE OF LOT 1 AND THE BEG OF A NON-TANGENTIAL CURVE TO THE LEFT; TH ALONG SD EAST LINE 684.45' ON A CURVE, THROUGH AN ANGLE OF 23 DEG 04' 33", HAVING A RADIUS OF 1699.44', AND WHOSE LONG CHORD BEARS S 33 DEG 36' 11" E, 679.83' TO THE POB.

**EXHIBIT A-2**  
**DESCRIPTION OF THE COUNTY PROPERTY**

CHEYENNE BUSINESS PARKWAY, 3RD FILING: LOTS 9 & 10, BLOCK 2



**EXHIBIT A-3**  
**REBOR PROPERTY**

CHEYENNE BUSINESS PARKWAY, 10TH FILING: LOT 2, BLOCK 1

**EXHIBIT B-1**  
**COMMON AREA TO BE OWNED OR LEASED BY THE ASSOCIATION**

CHEYENNE BUSINESS PARKWAY, 9TH FILING: LOT 5, BLOCK 1

CHEYENNE BUSINESS PARKWAY, 8TH FILING: LOT 2, BLOCK 1

**EXHIBIT B-2**  
**COMMON AREA WITHIN THE RIGHT-OF-WAY**  
[NEED TO ATTACH THE CORRIDOR PLAN]