

Sunset Business Park Addition To the City of Buffalo

GENERAL DECLARATION OF COMMERCIAL CONDITIONS, COVENANTS AND RESTRICTIONS

This Declaration is made this ____ day of _____, 2007 by Buffalo Sunset, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "the Developer.")

1. RECITALS

The Developer is the owner of certain real property described on that certain Plat of Sunset Addition to the City of Buffalo, recorded in Book ____ of plats, Page under recording No. _____, records of Johnson County, Wyoming, attached hereto as Exhibit "A" and incorporated herein by this reference, which property is known as "Sunset Addition to the City of Buffalo," (hereafter referred to as "Subdivision") located in Johnson County, Wyoming.

(a) In order to establish a general plan to provide for the high quality of improvement and development of Sunset Business Park, the Developer desires to impose mutual, beneficial conditions, covenants, and restrictions, (hereinafter referred to as CCR's). Each lot within Sunset Business Park shall be held, improved and conveyed subject to these CCR's which shall be enforceable in accordance with this Declaration, by the Developer, and by each owner of a lot or lots of real property within the Sunset Business Park.

(b) These CCR's shall govern all lots shown on the above-referenced Plat, which Lots shall be known as the "Sunset Business Park", and such additions as hereafter may be made pursuant to Section 9.2 hereof.

2. GENERAL PROVISIONS

2.1 Establishment of Restrictions and Covenants

The Developer, for itself and its successors and assigns, hereby declares, the Sunset Business Park, and such additions as hereafter may be made pursuant to the provisions of Section 9.2 hereof, is now held, and shall be transferred, sold, leased, conveyed and occupied subjected to the restrictions and covenants herein set forth, each and all of which is and are for and shall inure to the benefit of and pass with each and every lot of the Sunset Business Park and apply to and bind the heirs, assignees and successors in interest of each and every owner of a lot or lots of the Sunset Business Park.

2.2 Purpose of Conditions, Covenants and Restrictions

It is the intent and purpose of these CCR's to:

(a) Allow commerce activities, provided that such activities do not contribute excessive noise, dust, smoke or vibration to the surrounding environment nor contain a high hazard potential due to the nature of the products, materials or processes involved or which shall constitute a violation of any law of the United States, the State or Wyoming, Johnson County, or the City of Buffalo, or any other regulation or ordinance promulgated thereunder.

(b) Afford a mechanism that shall protect the quality of the Sunset Business Park by providing that the Developer shall have the sole and total authority over the Architectural Control Committee, (hereinafter referred to as ACC), until 75% of the lots within the Sunset Business Park have been sold.

(c) Provide for a means of enforcement of the covenants.

2.3 Architectural Control Committee

Adherence to development and design standards shall be essential for the protection of property values of each owner within the Sunset Business Park as well as surrounding community property owners. Individual freedom of choice shall be balanced with consideration of neighboring property owners so that the property and aesthetic values of the business park can be maintained.

Accordingly, the architectural control procedure to accomplish these goals include:

2.3.1 Any property owner seeking to construct or substantially alter the appearance of buildings, improvements, fencing, opaque screens and landscape upon a lot within Sunset Business Park shall submit plans to the ACC for review and obtain the ACC's approval prior to commencing construction.

2.3.2 The sole member of the ACC will be the Developer until the first of the following events occur.

1. The Developer voluntarily relinquishes sole control of the ACC; or
2. At least 75% of the lots in the Sunset Business Park have been sold.

At such time as the Developer gives up control of the ACC, then two property owners of the Sunset Business Park appointed by the Developer shall *serve* on the ACC with the Developer. The Developer will have the option of staying on the ACC or completely resigning. If the Developer resigns from the ACC, then an additional property owner shall be appointed.

2.3.3 All buildings, additions, exterior building and landscape improvements shall be submitted to the ACC in the form of project description and site plans. Appropriate building plans and specifications shall be submitted to the ACC chairman, or as the ACC otherwise delegates. Building plans must include a color scheme, a site plan (with building location, grades and landscaping) and a proposed construction schedule, and must show back, side and front elevations, indicating roof design, window size and placement, and exterior style and finish. Construction shall be completed no later than one year from start of construction. The ACC shall either approve or disapprove such design and location and proposed construction and clearing activities within thirty (30) days after said submittal; except that, if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The ACC may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. If such plans and specifications are

not approved or disapproved within thirty (30) days after submission, approval will not be required and this Section will be deemed fully complied with; provided nothing herein shall be deemed to waive the obligation of each owner to comply with the substantive terms of these CCR's. At the discretion of the ACC, a reasonable filing fee established by the ACC shall accompany the submissions of such plans to defray expenses, except that so long as the ACC is under Developer's control such fee shall not exceed \$250.00. However, if it is deemed necessary to have all or a portion of plans reviewed by an outside engineering firm, such expense may be assessed to the owner upon written notice. No additional fee shall be required for resubmissions of plans revised in accordance with recommendations made upon disapproval. A copy of each approved set of plans and specifications shall be kept on file with the ACC.

2.3.4 In spite of the foregoing provisions, the ACC shall have no affirmative obligation to be certain that elements of the design comply with the restrictions contained in these CCR's, or that elements of the design comply with local and state building codes, and no member of the ACC shall have any liability, responsibility, or obligation, whatsoever for any decision or lack thereof, in carrying out the duties as a member of such ACC. Such ACC and its members shall have only an advisory function, and the sole responsibility for compliance with all the terms of these CCR's shall rest with the lot owner.

2.3.5 Waiver and Indemnity: To the extent consistent with applicable law, each Owner waives any claim or cause of action against the ACC or individual members of the ACC relating to any action taken by, or failure to act on the part of the ACC pursuant to these CCR's, except for gross negligence, willful misconduct or illegal acts. Further, each Owner agrees to indemnify, defend and hold harmless the ACC from all claims, liability, causes of action, demands and costs (including reasonable attorney's fees) arising out of or resulting from action or inaction taken pursuant to these CCR's. Every owner, lessee, or occupant of such real property acknowledges and agrees that any review and approval by the ACC of any plans, drawings, and specifications is not a review and approval of the design, suitability, structural integrity or any other engineering or architectural considerations, and is not a determination that the proposed improvements are consistent with any applicable building code, zoning ordinances or land use planning requirements.

2.3.6 The ACC may authorize variances from compliance with any of the architectural provisions, guidelines, rules and regulations when circumstances so warrant. Variances must be evidenced in writing and must be signed by a majority of the Members of the ACC. If a variance is granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision in the particular instance covered by the variance.

2.4 Definitions

(a) Lot - shall mean and refer to any of the separate plots of land designated by a number upon any recorded map of the Subdivision.

(b) Sunset Business Park - Lots 1-9, Block 1; Lots 1-8, Block 2; Lots 1-10 Block 3, Sunset Business Park Addition to the City of Buffalo, located in Section 25, Township 51 North, Range 82 West, 6th P.M., recorded in Book _____ of plats, Page _____ under recording No. _____, records of Johnson County, Wyoming.

(c) Side and Front of Lots and Sites - The Front of a Lot or Site, except a corner Lot or Site, is the portion thereof facing on any street. A Lot or Site may have two Fronts where, for instance, it faces onto two parallel streets. As to corner Lots or Sites, the narrowest frontage of a Lot or Site facing the street is the Front, and the longest side facing the intersecting street in the Side, irrespective of the direction in which the structures face.

(d) Sign - Any structure, device or contrivance, electric or non-electric, and all parts thereof which are erected or used for advertising purposes upon or within which any poster, bill, bulletin, printing, lettering, painting, device, or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted to, otherwise fastened or affixed. A sign placed directly on or in the ground shall be referred to as a "ground sign".

(e) Site - All contiguous land under one ownership and tenancy; provided, however, that multiple occupancy of a building does not destroy a Parcel's character as a Site.

(f) Streets - Reference to all streets or rights-of-way within this declaration shall mean dedicated vehicular rights-of-way.

(g) Plat - References to the term "Plat" mean that certain Plat of Sunset Business Park Addition to the City of Buffalo, recorded in Book _____ of plats, Page _____ under recording No. _____, records of Johnson County, Wyoming.

2.5 Construction Deadlines

To enhance the value and encourage the orderly development of Sunset Business Park, construction of improvements on any lot within the Buffalo Sunset Business Park must be commenced on or before the third (3rd) anniversary of the date of initial purchase from developer.

2.5.1 In the event that an owner does not commence construction within three (3) years of the date of purchase from developer, then the owner may secure a one (1) year extension of the payment of the sum of one thousand five hundred dollars and NO/100 dollars (\$1,500.00) to developer. Upon receipt of said payment, the date for commencement of construction shall be extended to the fourth (4th) anniversary date of initial purchase.

2.5.2 In the event that construction is not commenced after the expiration of the original commencement period or any extension thereof, then the owner shall pay to the developer the sum of two hundred fifty dollars and NO/100 dollars (\$250.00) per month beginning on the last day of the commencement period, as extended, until construction is commenced on the lot.

2.5.3 To secure the payment of any commencement period penalties, the developer shall have a lien upon the lot or lots of owner and may file for record with the Johnson County Clerk the amount of each lien, established therein, remaining delinquent and unpaid thirty (30) days after said sum becomes due. Said lien shall encumber said lot or lots on the first

date any such sum shall be due and continuing until all such construction period penalties have been paid in full. Upon payment thereof, developer shall execute and file for record a proper release thereof.

3. DEVELOPMENT STANDARDS

3.1 Set backs

No building shall be located within 15 feet of front, side or rear property lines, or as otherwise approved by the ACC. Where City of Buffalo setback requirements are more restrictive, City of Buffalo code will apply.

3.2 Controls applicable during construction

(a) At all times during the construction period, a trash dumpster shall be located on the site and all construction debris shall be placed in the dumpster. Owner shall cause that the dumpster be emptied when full (not overflowing).

(b) The roads shall be kept clean at all times. Any dirt or debris which is deposited on any road or other Lot shall be cleaned and removed daily.

(c) Building materials shall be stacked neatly on the site and shall not be stored on adjoining property.

(d) Areas of moist to wet compressible clay soils as well as areas of shallow groundwater may exist and could affect foundation design and construction, especially if a basement is contemplated. Final geotechnical studies must be performed on each lot by the Owner to provide design level recommendations for foundations, basements, site grading, floor systems, mass earth movement, and pavement section thickness design.

(e) All equipment which is used in excavating or construction and which is not rubber-tired shall only be loaded or unloaded within the boundary lines of each respective Lot.

(f) Proper and adequate barricades shall be provided for protection of any open excavation, formed and/or poured foundation walls prior to back-filling and/or completion of first floor, horizontal openings in any floor (such as stairwells) prior to the completion of proper railings, stairs or other uses.

3.3 Plat Covenants

Easements for the installation, repair, re-installation, replacement, and maintenance of utilities are reserved as provided on the recorded Plat. Said easements are hereby dedicated, granted and conveyed to all public utilities and cable suppliers, privately or publicly owned, now or hereafter providing utility and television services to the subdivision or any Lot therein, and to the successors and assigns of said utility companies, each in common with others having a similar right, for the purpose of installing, repairing, re-installing, replacing and

maintaining water, sewer, electrical, gas, communications, television and other utility services, provided that all such utilities shall be installed underground. Within these easements no structure, or other permanent fixture shall be placed or permitted to remain which may damage or interfere with the utility systems. The easement area of each lot shall be maintained by the owner of the lot except for the improvements for which the utility company is responsible.

Additional covenants specific to individual lots are designated on said Plat. The Plat covenants are incorporated by reference herein.

3.4 Excavation and Mining

No excavation for stone, sand, gravel or earth may be made on any lot, except for such excavation as may be necessary in connection with the erection of a permitted building thereon. No mineral development, oil or gas drilling, oil or gas development operations, quarrying or mining operation of any kind shall be permitted on any Lot.

3.5 Signs

All sign design shall be approved by the ACC. No sign shall be erected or maintained on the Sunset Business Park except in conformity with the following:

(a) Signs visible from the exterior of any building may be lighted, but no Signs or any other contrivance shall be devised or constructed to rotate, gyrate, blink or move in any animated fashion. In no event shall any banners, pennants, political signs, strings of lights (except for 4 weeks at Christmas), inflatable signs or tethered balloons be allowed. Any federal, state, municipal or company flags shall be located on a flag pole per site. The height of the flagpole shall not exceed twenty five (25) feet.

(b) Signs shall be restricted to advertising only the person, firm, company or corporation operating the use conducted on the Site or the products produced or sold thereon. All Signs attached to the building shall be flush mounted.

(c) Only one (1) single faced or double faced Sign shall be permitted per Street frontage. No Sign or combination of Signs shall exceed one (1) square foot in area for each six hundred (600) square feet of total Site area. However, no Sign shall exceed one hundred sixty (160) square feet in area per face. An additional twenty (20) square feet shall be allowed for each additional business conducted on the site.

(d) A Sign advertising the sale, lease, or hire of the Site shall be permitted in addition to the other Signs listed in this section. Said Sign shall not exceed a maximum area of thirty-two (32) square feet.

(e) No Ground Signs shall exceed Twenty (20) feet above grade in vertical height, unless granted a variance by the ACC. Also, Ground Signs in excess of one hundred (100) square feet in area (single face) shall not be erected. However, the above standards shall not apply to the community directional sign, special purpose sign, construction sign, or future tenant identification sign.

(f) Wall Signs shall be permanently attached to a wall, (constructed separate of the building structure); Signs painted directly on the surface of the wall shall not be permitted.

(g) A wall sign with the individual letters applied directly shall be measured by a rectangle around the outside of the lettering and/or the pictorial symbol and calculating the area enclosed by such line.

(h) One (1) construction sign denoting the architects, engineers, contractor, and other related subjects, shall be permitted upon the commencement of construction, and shall be removed upon completion of construction. Said sign shall not exceed a maximum area of thirty-two (32) feet.

(i) A future tenant identification sign listing the name of future tenants, responsible agent or realtor, and identification of the Sunset Business Park are permitted. Said sign shall not exceed a maximum area of thirty-two (32) square feet, provided however that the existing sign in excess of thirty-two (32) square feet may be maintained, but upon removal of the sign structure, cannot be replaced.

(j) Special Purpose Signs, used to give directions to traffic or pedestrians or give instructions as to special conditions, and Community Directional and/or Identification Signs, used to give directions to and identify areas within the Sunset Business Park, shall be in conformity with applicable local ordinances and regulations.

(k) Every sign shall be maintained in a safe, presentable and good structural material condition at all times, including the repair or replacement of defective parts, painting, repainting, cleaning and other acts required for the maintenance of the sign.

3.6 Parking

Each owner of a Site shall provide adequate off-Street parking to accommodate all parking needs for the Site. All parking areas shall be paved and provide all weather, dust-free surfaces.

The following guide shall be used to determine minimum parking requirements:

Office - Three (3) spaces for each one thousand (1,000) square feet of total office space (excluding such areas as pedestrian corridors, rest rooms, equipment areas).

Manufacture, Research and Assembly - Two (2) parking spaces for each three (3) employees, but in no event less than two (2) spaces for each one thousand (1,000) square feet of gross floor area.

Warehouse - Two (2) parking spaces for each three (3) employees, but in no event less than one (1) space for each one thousand (1,000) square feet of gross floor area. If there is more than one shift, the number of employees on the largest shift shall be used in determining parking requirements.

Retail - Six (6) spaces for each one thousand (1,000) square feet of total retail space (excluding such areas as pedestrian corridors, rest rooms, equipment areas).

3.7 Landscaping

(a) The Front Yard Setback Area of each Site shall be landscaped with an effective combination of trees, ground cover and shrubbery. All unpaved areas not utilized for parking shall be landscaped in a similar manner. The entire area between the curb and a point ten (10) feet in back of the front property line shall be landscaped, except for any access driveway in said area.

(b) Side and Rear Yard Setback Area not used for parking or storage shall be landscaped utilizing ground cover and/or shrub and tree materials.

(c) Water conservation shall be encouraged in the Sunset Business Park. Use of landscape schemes that require excessive amounts of watering are discouraged. No invasive exotic plant species or plant species listed on the Wyoming noxious weed list will be allowed to be installed or planted on the Lot.

3.8 Loading Areas

No loading docks shall be permitted on the front of any building and, except where a lot is bounded by three or more roads, no loading docks shall be permitted on the side of any building facing a road.

3.9 Outdoor Storage and Waste Disposal

(a) All outdoor storage shall be visually screened from access Streets, highways, and adjacent property. Said screening shall form a complete opaque screen up to a point eight (8) feet in vertical height but need not be opaque above that point. Outdoor storage shall be meant to include parking of all company owned and operated motor vehicles, with the exception of passenger vehicles. No storage shall be permitted between a frontage street and the building line.

(b) All outdoor refuse collection areas shall be visually screened from access Streets, highways, and adjacent property by a complete opaque screen. No refuse collection areas shall be permitted between a frontage Street and the building line.

(c) No materials or wastes shall be deposited upon a lot in such form or manner that they may be transferred off the lot by natural causes or forces.

(d) All materials or wastes which might cause fumes or dust or which constitute a fire hazard or which may be edible by or otherwise be attractive to rodents or insects shall be stored outdoors only in closed containers.

3.10 Telecommunications and Electrical Service

All "on site" electrical lines and telecommunication lines shall be placed underground. Transformer or terminal equipment shall be visually screened from view from Streets and adjacent properties.

3.11 Nuisances

No portion of the Sunset Business Park shall be used in such a manner as to create a nuisance to adjacent Sites, such as but not limited to vibration, sound, electro-mechanical disturbance and radiation, electromagnetic disturbance, radiation, air or water pollution, dust emission of odorous, toxic or noxious matter.

3.12 Unused Land

All unused land area that is planned for future building expansion or other purposes shall be maintained and kept free of unsightly plant growth, stored material, rubbish and debris, and shall be landscaped according to the standards set forth herein.

3.13 Perimeter Access

No perimeter lot in the Subdivision shall be used at any time as a means of access from any of the streets in the Subdivision to any other lands not included in the Subdivision.

3.14 Animals

The owner of each lot shall be required to keep all animals, for which the owner is responsible, within the confines of the lot.

3.15 Zoning

Property Owners in the Sunset Business Park shall be required to comply with the restrictions and covenants as specified in this Declaration, as well as conform with the regulations as specified by the City of Buffalo Zoning requirements adopted as of the date that this Declaration is filed.

4.0 Design Guidelines

The following design guidelines are intended to set the minimum level of quality required within the development for design and implementation. They are to be used as a "guide" throughout the direction of the development.

4.1. Site Planning Guidelines

4.1.1 Building Siting and Orientation

Buildings should be sited so that the character of existing landforms and site features is respected; the relationships between buildings are strong; pedestrian and vehicular

circulation is facilitated; and the overall quality as viewed from adjacent properties is maintained. Sites should be designed to coordinate with adjacent properties as to vehicular access and pedestrian flow, and to meet the requirements of these covenants.

4.2 Architectural Design Guidelines

Building Construction. Each structure within Sunset Business Park shall be of permanent type construction composed of durable materials such as brick, block, natural stone, pre-cast and cast in place concrete. Metal structures may be permitted upon approval by the ACC. All front (street-facing) facades shall be made of brick, stone, decorative masonry, and/or glazing or other similar material. It is the intent of the ACC to encourage the development of building designs and plans that are functional and incorporate attractive design features. Any exception to the above mentioned construction materials must be approved by the ACC.

4.2.1 Building Relationships and Compatibility

All buildings within the Sunset Business Park should relate visually and physically to one another and be compatible with adjacent uses. Orient buildings so they preserve desired views from existing and proposed buildings nearby. Strengthen compatibility by relating to adjacent building heights, setbacks, orientation, mass, similar details, roof forms, materials, textures, and colors.

4.2.2 Roof Forms and Materials

Avoid rooflines running in continuous planes. Offset or jog the roof planes to add visual interest, reduce the scale and break up long, continuous rooflines. Roof materials should be of high quality, durable materials. The use of concrete tiles and standing seam metal, are appropriate roof materials. Conceal roof top mechanical units from view with architecturally integrated screening units, roof parapets, and sloped roof forms, as appropriate. Design roof forms to correspond to, and denote, building elements and functions such as entrances, arcades, porches, etc.

4.2.3 Building Heights

Building Heights shall be in conformance with the City of Buffalo standards, and should create varied, yet compatible adjacencies between buildings.

4.2.4 Building Materials and Colors

Exterior materials and colors should be aesthetically pleasing, of a high quality and compatible with materials and colors of adjoining structures. Visual continuity in major building materials is required throughout. Use natural, earthen materials manufactured in units measurable in human proportions. Acceptable material for the retail/commercial uses would be masonry, brick, stone, precast concrete, and stucco. Colors of the materials should be centered around the major buildings within the development. The overall colors of a building should be generally muted in accordance with the prescribed colors. Bright colors, while allowed, should be limited in areas and application, and should be used to accent elements such as architectural details, door and window frames, patterns and accessory elements. A minimum of ten percent (10%) of the total wall surface materials shall be the specific Cultured Stone Veneer, unless expressly prohibited by franchise specifications.

Building Materials to be used within the development are as follows:

Cultured Stone Veneer -	“Rustic Ledge – Sawtooth” by Eldorado Stone
Brick -	#653 Inca by Summit Brick #450A Bonfire by Summit Brick #751C Misty by Summit Brick
EIFS-1 -	Match Benjamin Moor NO. HC-48, Bradstreet Beige
EIFS-2 -	Match Benjamin Moor NO. HC-47, Brookline Beige
Standing Seam Metal Roofing -	TBD
Storefront Systems -	Clear Aluminum

Other building materials may be acceptable upon approval from the Buffalo Sunset ACC.

4.3 Service Entrances and Loading Areas

Service areas should be visually unobtrusive and should be integrated with the site design and architecture. Orient service entrances, loading areas, waste disposal areas and similar uses toward service roads and away from major streets. Screen service areas with walls and/or landscaping. Utilize shared service drives where feasible. Avoid placing service areas where they will be visible from adjacent buildings or where they will negatively impact important/identified view corridors.

4.4 Lighting Guidelines

4.4.1 Site Lighting

Site lighting design and fixtures shall comply with the requirements approved as part of the Preliminary Plat, and the City of Buffalo Development Standards. Site lighting shall be designed to provide adequate lighting on the site and provide security for people and property, and promote a unified appearance throughout the development.

Required fixture types are as follows - TBD

4.4.2 Building Mounted Lighting

Building mounted lighting shall conform to the following requirements:

Wall Packs -

NOT DEFINED

Decorative Sconces -

Owners option with approval
From Sunset Business Park
ACC

4.5 Landscaping Guidelines

4.5.1 The landscape intent for the Sunset Business Park is to provide a planting design that aesthetically enhances the architectural styles of the proposed buildings and softens the visual appearance of parking zones. Furthermore, plazas, entryways and other focal points must be accentuated to create identity zones for pedestrian activities and social gathering spaces.

4.5.2 In an effort to create a pedestrian friendly development, sidewalks must be designed to interconnect adjacent retail developments and to provide direct access to each primary entrance of the retail buildings. Entrances shall be treated as focal points and enhanced with planting of ornamental trees and colorful deciduous and evergreen shrubs. Vehicular circulation patterns must be designed to avoid conflicting connections to pedestrian access areas. Parking lots must incorporate landscape islands with deciduous trees creating shaded canopies and providing visual relief to the parking lot area. Perimeter plantings of the parking lots are intended to create a screen that buffers inside views to the parking fields. All perimeter edges of parking areas must be screened with a solid massing of plant material that incorporates evergreen trees as well as deciduous and evergreen shrubs.

4.5.3 The landscape character of each individual lot must comply with water-wise landscape principles and receive approval from the City of Buffalo as well as the HOA established for the Sunset Business Park Development. Being sensitive to the drought conditions existing in Wyoming, high water demanding turf areas must be kept to a minimum and used primarily in large, highly visible areas. Planting beds with trees and shrubs are to receive a combination of rock and wood mulch placed at a minimum of three inches (3") depth. Rock mulch shall be used minimally and as part of a design scheme that enhances the overall character of the design.

4.5.4 All planting areas are to receive deciduous trees and/or sod must be a minimum of eight (8) feet wide. Shrub beds must be a minimum of five (5) feet wide and no less than 100 square feet in size. Evergreen trees, when planted, shall be installed no less than eight (8) feet away from hard surfaces. A minimum landscape buffer of twenty-five (25) feet must be maintained from the nearest right of way. Sidewalks and pedestrian plazas may encroach into the twenty-five (25) foot landscape buffer. All utility boxes must be screened from view with the use of evergreen shrubs, fences or walls.

4.5.5 In keeping with the xeriscape principles and a sensible approach to drought conditions, all planted areas must be irrigated with a low-volume water distribution system and soil amended at a rate of three (3) cubic yards per 1000 square feet. Soil amendments must be spread evenly and rototilled to depth of six (6) inches. The irrigation system must be

primarily drip irrigation, zoned based on types of plant material groupings and their individual water requirements.

5. PERFORMANCE STANDARDS

It is the intent of these regulations to prevent land or buildings, including those permitted by right or special exception, from being used or occupied in any manner so as to create any dangerous, injurious, noxious or otherwise objectionable fire, explosive, noise or vibration; smoke, dust, odor or other form of air pollution; electrical or other disturbance; glare or heat; liquid or solid refuse or wastes; condition conducive to the breeding of rodents or insects; or other substance, condition or elements (all referred to herein as "Dangerous or Objectionable Elements") in a manner or amount as to adversely affect the surrounding area. Specifically, all uses shall operate in conformance with the limitations set forth in each subsection below.

5.1 Vibration

No vibration shall be produced which is transmitted through the ground and is discernable without the aid of instruments at, or any point beyond, the lot line; nor shall any vibration produced exceed 0.002g peak measured at or beyond the lot line using either seismic or electronic vibration measuring equipment.

5.2 Air Pollution

(a) There shall not be discharged into the atmosphere from any source any air pollutant in excess of levels specified by State Air Quality Standards.

(b) No person shall cause or permit any materials to be handled, transported, or stored in a manner which allows or may allow particulate matter to become in violation of State Air Quality Standards.

5.3 Odors

Any condition or operation which results in the creation of odors of such intensity and character as to be detrimental to the health and welfare of the public or which interferes unreasonably with the comfort of the public shall be removed, stopped or so modified as to remove the odor.

5.4 Fire and Explosion

All activities and all storage of flammable and explosive materials at any point shall be provided with adequate safety and fire fighting devices in accordance with all Local, State and Federal Fire Prevention codes.

5.5 Glare and Heat

(a) No direct to sky-reflected glare, from high temperature processes such as combustion or welding or otherwise, so as to be visible at the lot line, shall be permitted.

Direct illumination from any light source shall not exceed .5 foot candles beyond any property boundary.

(b) There shall be no emission of heat or heated air so as to be discernible at the lot line.

5.6 Noise

All noise shall be suppressed or muffled so as not to be objectionable due to intermittence, beat frequency or shrillness. Adequate structural arrangements shall be provided, by the lot owner, so that sounds generated at levels that are higher than prescribed in this section can be attenuated.

In no event shall the sound-pressure level of noise radiated continuously from a facility exceed the maximum level allowed by City of Buffalo regulations.

5.7 Electromagnetic Radiation

No lot owner within Sunset Business Park shall be permitted to operate, or cause to be operated, any planned or intentional source of electromagnetic radiation for such purposes as communication, experimentation, entertainment, broadcasting, heating, navigation, therapy, vehicle velocity measurement, weather survey, aircraft detection, topographical survey, personal pleasure, or any other use directly or indirectly associated with these purposes which does not comply with the then current regulations of the Federal Communication Commission regarding such sources of electromagnetic radiation.

Further, said operation shall not be allowed if such radiation causes an abnormal degradation in performance of other electromagnetic radiators or electromagnetic receptors of quality and proper design.

6. MAINTENANCE

Each owner shall at all times keep, maintain, repair and restore the lot, improvements, landscaping, and paving thereon in a sound, safe, clean and attractive condition and in compliance with all valid laws, ordinances and regulations pertaining to health and safety. Such maintenance and repair shall be of high quality. Without limiting the generality of the foregoing, each owner's repair and maintenance obligations shall extend to and include painting, repairing, replacing and caring for roofs, fences, exterior building surfaces, exterior glass surfaces, exterior doors, and the maintenance of all landscaping. No person shall accumulate or store on his Lot litter, refuse or other unsightly materials. Each lot owner shall provide for the removal of trash and rubbish from his premises.

During construction it shall be the responsibility of each lot owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks, and the like are kept in a neat and orderly manner.

The Developer agrees to maintain all undeveloped land owned by it within the Sunset Business Park in a manner compatible with the provisions of this Section.

7. COVENANTS RUN WITH LAND: ENFORCEABILITY

7.1 Subject Property

These CCR's shall run with the land. The Developer covenants, and agrees to hold such land retained by it within Sunset Business Park, subject to these CCR's and that any and all sales, leases, mortgages or other dispositions of such remaining land or any part thereof shall be subject to these CCR's.

These CCR's shall be jointly and severally enforceable by the Developer and its successors and assigns and by the Grantee, and its successors and assigns, provided however that only the Developer or its assignees shall have the right to exercise the discretionary powers herein reserved to the Developer.

7.2 Enforcement

Violation or breach of any condition, covenant and/or restriction herein contained shall give to the Developer, and every other owner of property for whose benefit these CCR's are expressly made, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these CCR's to enjoin or prevent them from doing so, to cause said violation to be remedied or to cover damages for said violation. In addition, or separately, but not by limitation, the ACC shall have the authority to impose such requirements and fines against any Lot Owner as may be necessary to ensure compliance with these CCR's.

7.3 Deemed to Constitute a Nuisance

The result of every action or omission whereby any of the CCR's herein contained are violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an owner, either public or private, shall be applicable against every such result and may be exercised by the Developer or by any owner of property for whose benefit these CCR's are made.

7.4 Attorney's Fees

In any legal proceeding arising out of these CCRs involving a Lot Owner or Lot Owner's lessee, whether against the Developer, lot owner or the ACC, or whether initiated by the ACC, the losing party or parties shall pay the attorney's fees and litigation costs of the prevailing party or parties.

7.5 Inspection

Upon reasonable notice to the property owner, the Developer may from time to time at any reasonable hour or hours, enter and inspect any property subject to these restrictions to ascertain compliance therewith.

7.6 Waiver of Invalidation

Any waiver of failure to enforce any provision of these CCR's in particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation and shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the Sunset Business Park or of any other provision of these CCR's. Invalidation by a court adjudication of any provision of these CCR's shall not affect the validity of any other provision and all other provisions thereof shall remain in full force and effect.

8. NOMINEES AND SUCCESSORS OF DEVELOPER

The Developer may from time to time delegate any or all of its rights, powers, discretion and duties hereunder to such agent and agents as it may nominate. It may also permanently assign any or all of its powers and duties (including discretionary powers and duties), obligations, rights, title, easements and estates reserved to it by this deed to any one or more corporations, associations or persons that will accept the same. Any such assignment shall be in writing., recorded among the Land Records of Johnson County, and the assignee shall thereupon have the same rights, title, powers, obligations, discretion and duties as are herein reserved to the Developer, and the Developer shall thereupon be released therefrom.

9. TERM, TERMINATION AND MODIFICATION

9.1 Term

This Declaration, every provision hereof and all CCR's contained herein shall continue in full force and affect for a period of thirty (30) years from the date hereof, unless otherwise specifically provided. Thereafter, the Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by the then owners of 75% of the lots, terminating said Declarations has been filed and recorded.

9.2 Termination and Modification

This Declaration, every provision hereof and all CCR's contained herein, may be extended, modified or amended, as to the whole of said property or any portion thereof, with the written consent of the owners of 75% of the lots within the Sunset Business Park.

10. MISCELLANEOUS PROVISIONS AND ADDITIONAL RESTRICTIONS

10.1 Constructive Notice and Acceptance

Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of said property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said property.

10.2 Addition of Territory

The Developer reserves the right to bring within the scheme of this Declaration any additional commercially zoned lands which are contiguous, adjacent to, or within the immediate vicinity of the lands which now are or hereafter may be owned by the Developer, and upon the recording of a notice of addition to territory, containing the provisions set forth in Section 9.3 the covenants contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration; and thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the owners, lessees and occupants of parcels within the added land shall be the same as in the case of the original land.

10.3 Notice of Addition

The notice of addition to property referred to in Section 10.2 shall contain the following provisions:

(a) A reference to this Declaration, which reference shall state the date of recording hereof and the book(s) of the records of Johnson County, Wyoming, and page numbers, where this Declaration is recorded.

(b) A statement that the provisions of this Declaration shall apply to the added property in the manner set forth in Section 9.2; and

(c) An exact description of the added property.

10.4 Restriction on Lot Splits

Each and every site shall consist of at least one whole and entire lot. No owner shall initiate action, unless specifically approved by the Developer, to reduce the size of any Lot or further subdivide any Lot within five (5) years from the date of this Declaration. The Developer shall have the right to split lots, provided no lot split shall result in a lot being created which is smaller than the smallest existing lot in the subdivision.

10.5 Notices

Any notice permitted or required herein may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage pre-paid, addressed to each person at the address given by such person to the Developer, or ACC, or addressed to the lot of such person if no address has been given. For purposes of plan submission and providing notice to the initial ACC only, the initial ACC's address shall be P.O. Box 640, Buffalo, WY 82834, which may be changed by filing a Notice of Change of Address with the County Clerk of Johnson County, Wyoming, which Notice shall refer by book and page to the recorded CCR's.

10.6 Compliance with Laws

Owner shall not allow, and is strictly liable and responsible for, any activity that occurs on Owner's Lot that is in violation of any law, ordinance, statute, rule or regulation of any governmental entity or agency.

10.7 Remedies Cumulative

All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

IN WITNESS WHEREOF, the undersigned has executed this Declaration at Buffalo, Wyoming on the ____ day of _____, 2007.

BUFFALO SUNSET, LLC

By _____
ELIZABETH J. KIRVEN
Managing Member

STATE OF WYOMING)
County of Johnson) ss.

The foregoing instrument was acknowledged before me by **ELIZABETH J. KIRVEN, Managing Member of BUFFALO SUNSET, LLC, a Wyoming limited liability company,** who acknowledged said instrument to be the free act and deed of said company, this ____ day of March, 2007.

Witness my hand and official seal.

Notary Public

My Commission Expires:_____