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PROTECTIVE COVENANTS
U.S. 30 BUSINESS PLAZA COMMERCIAL SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that US30BP, LLC, a Wyoming Limited Liability Company, ("Declarant"), the owner of all of the following described lands in the U.S. 30 Business Plaza, land zoned for commercial use ("Subject Property") developed by the undersigned and located in Laramie County, Wyoming, as the same is more particularly described to wit:

US30

Lots 1, 2, 3, and 4, Block One, of the Final Plat of ~~US30~~ Business Plaza, City of Cheyenne, County of Laramie, State of Wyoming, recorded with the Clerk of Laramie County on 2/9/16, Book #10, Page #157 (Reception No. 678524).

WHEREAS, Declarant is the owner of the real property described herein, and is desirous of subjecting the real property described herein to the conditions, covenants and easements hereinafter set forth, all of which are for the benefit of said property and for the owner thereof, and shall inure to the benefit of and pass with said property, and each parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarant does hereby declare covenant, agree, and make the following declarations ("Declarations") as to the limitations and restrictions of use to which the Lots described above, which are within U.S. 30 Business Plaza ("the Subject Property"), shall be, held, transferred, or sold, subject to the conditions, covenants, and easements hereinafter set forth:

U.S. 30 Business Plaza: land zoned for commercial use
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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- IX. Variances and Termination
- X. Declarant Control

ARTICLE I - DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article I shall as used in this Declaration, have the meanings herein set forth:

1.1 Architect

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NOW, THEREFORE, the Declarant does hereby declare covenant, agree, and make the following declarations (“Declarations”) as to the limitations and restrictions of use to which the Lots described above, which are within U.S. 30 Business Plaza (“the Subject Property”), shall be, held, transferred, or sold, subject to the conditions, covenants, and easements hereinafter set forth:

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ARTICLE I - DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article I shall as used in this Declaration, have the meanings herein set forth:

1.1 Architect

The term "Architect" shall mean a person holding a certificate to practice architecture in the State of Wyoming.

1.2 Architectural Control Committee

The term "Architectural Control Committee" shall mean a group of three (3) persons designated with the responsibility to maintain architectural standards and congruency throughout U.S. 30 Business Plaza.

1.3 Beneficiary

The term "Beneficiary" shall mean a mortgagee under a mortgage, as well as a beneficiary under deed of trust.

1.4 Building Site

The term "Building Site" shall mean the plot of ground or lot on which OWNER constructs permanent structures or improvements.

1.5 Declarant

The term "Declarant" shall mean US30BP, LLC., its successors and assigns.

1.6 Declaration

The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for U.S. 30 Business Plaza as it may from time to time be amended or supplemented.

1.7 Deed of Trust

The term "Deed of Trust" shall mean a mortgage, as defined herein, as well as a deed of trust.

1.8 Engineer

The term "engineer" shall mean a person holding a certificate to practice engineering in the State of Wyoming.

1.9 Improvement(s)

The term "improvement" or "improvements" shall include buildings, outbuildings, roads, sidewalks, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, water lines, sanitary sewers, storm water surface improvements and sewer, electrical and gas distribution facilities, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, loading areas, and all other structures, construction, installations and landscaping of every type and kind, whether above or below the land surface.

1.10 Lot

The term "lot" shall mean a fractional part of the Subject Property as subdivided on subdivision or parcel maps recorded from time to time in the Office of the Recorder of the County of Laramie, State of Wyoming.

1.11 Mortgage

The term "mortgage" shall mean an interest in land created by a written instrument providing security for the performance of a duty or payment of a debt.

1.12 Net Acreage

The term "net acreage" shall mean the total number of square feet of land of the subject property, less any square feet of land included in dedicated streets, roadways, parks, or natural open spaces.

1.13 Occupant

The term "occupant" shall mean a lessee or licensee of an owner, or any other person or entity other than an owner in lawful possession of a lot with the permission of the owner.

1.14 Owner

The term "Owner" shall mean: (i) the person or persons holding record fee title to any portion of the property; or (ii) the lessee or lessees entitled to occupy all of a parcel under a lease for a fixed term of thirty (30) years or longer, in which case the fee owner of the parcel demised by such lease shall not be deemed to be the owner of such parcel for purposes of this Declaration during the term of said lease. In the event that the ownership of the improvements on any parcel shall ever be severed from the ownership of the land, whether by lease or by deed, only the owner of the improvements shall be deemed an owner hereunder and shall be entitled to act on behalf of the owner of the land for all purposes hereunder.

1.15 Property Line

The term "property line" shall mean the boundary of each lot.

1.16 Record - Recorded - Recordation

The terms "record," "recorded," or "recordation" shall mean, with respect to any document, the recordation of said document in the Office of the Recorder of the County of Laramie, State of Wyoming.

1.17 U.S. 30 Business Plaza

The term "U.S. 30 Business Plaza" shall be synonymous with the term "Subject Property" and shall mean all of the real property now or hereafter made subject to this Declaration.

1.18 Sign

The term "sign" shall mean any structure, device or contrivance, electric or non-electric, 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, or otherwise fastened or affixed.

1.19 Street(s)

The term "street" or "streets" shall mean any street, highway, road or thoroughfare within or adjacent to the Subject Property and shown on any recorded subdivision, or recorded survey, whether designated thereon as street, boulevard, place, drive, road, court, terrace, way, lane, circle, or otherwise.

1.20 Subject Property

The term "Subject Property" shall be synonymous with the term "U.S. 30 Business Plaza" and shall mean all of the real property now or hereafter made subject to this Declaration.

ARTICLE II - SUBJECT PROPERTY

2.1 General Declaration

Declarant hereby declares that all of the real property located in the City of Cheyenne, County of Laramie, State of Wyoming, and more particularly described above is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon, or otherwise used, improved and transferred in whole or in part, subject to this Declaration. All of the covenants, conditions and restrictions set forth herein are declared and agreed to be for U.S. 30 Business Plaza, and sale of said real property and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subject Property and every part thereof. All of said covenants, conditions, and restrictions shall run with all of the Subject Property for all purposes and shall be binding upon and inure to the benefit of Declarant and all owners, occupants, and their successors in interest as set forth in this Declaration.

ARTICLE III - PERMITTED USES

3.1 Uses Permitted

Pursuant to this Declaration of Covenants, Conditions and Restrictions, U.S. 30 Business Plaza is designated for "Commercial" uses permitted, as those are identified in the City of Cheyenne's Unified Development Code, effective April 30, 2012, as amended. The Declarant may amend this Section from time to time to allow other and different uses, if such amendment is approved by the City of Cheyenne and any other governmental entity having jurisdiction. To the extent that the designated uses set forth herein are as restrictive as the then-applicable zoning ordinance, the designated uses herein shall control.

3.2 Prohibited Uses

The following operations and uses shall not be permitted on any property subject to this Declaration:

- 3.2.1 Junkyards;
- 3.2.2 Drilling for and removing oil, gas or other hydrocarbon substances;
- 3.2.3 Refining of petroleum or of its products;
- 3.2.4 Commercial petroleum storage yards; (this prohibition does not apply to the ordinary and necessary petroleum storage facilities associated with the operation of a gas station or travel center);
- 3.2.5 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 III;
- 3.2.6 Distillation of bones;
- 3.2.7 Dumping, disposal, incineration or reduction of garbage, sewage, offal, and other refuse (but not to exclude modern recycling), or on site burial of dead animals;
- 3.2.8 Fat rendering;

- 3.2.9 Stockyard or slaughtering of animals;
- 3.2.10 Cemeteries; and
- 3.2.11 Honor farms.
- 3.2.12 No more than one (1) veterinary and/or boarding service business shall be permitted.

3.3 Public Utilities

Public Utilities shall be placed within easements so granted for such uses in U.S. 30 Business Plaza, approved by governmental agencies, or subsequent subdivisions. Prior to the transfer of property to a subsequent purchaser/buyer, Declarant reserves the sole right to grant consents for any variances therefrom for the construction and operation of public utilities. Declarant reserves the right to approve aboveground utility lines across the Subject Property or any portion thereof, on a temporary basis for the purpose of construction.

3.4 Utility Lines and Antennas

No sewer, drainage, or utility lines shall be constructed, placed, or maintained anywhere in or upon any portion of the Subject Property, unless the same shall be contained in conduits or cables constructed, placed, or maintained underground or concealed in or under buildings or other structures. All telephone connections and installations of secondary electrical wires to buildings shall be made underground from the nearest available power source. No transformer shall be located on any power pole nor hung on the outside of any building, but the same shall be pad-mounted on the surface in industry-approved cabinets. Any design variances therefrom for such installations shall require the prior written approval of the Committee. Nothing contained herein shall be deemed to forbid the erection or use of temporary power, or permanent communication or other devices pertinent to the conduct of the owner's business or operations.

3.5 Other Operations and Uses

Operations and uses which are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing, by Declarant. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to this Declaration or upon the occupants thereof, but shall be in the sole discretion of Declarant and shall not be unreasonably withheld.

ARTICLE IV - ARCHITECTURAL CONTROL COMMITTEE

4.1 Formation of Committee

An Architectural Control Committee ("Committee") for the Subdivision is constituted. The initial Committee is composed of John M. Edwards, William J. Edwards, and Julianne Randall or their successors as provided for herein. All notices to the Committee required herein shall be sent to 506 Shoshoni Street, Cheyenne, Wyoming 82009. All Committee actions or decisions shall be by majority vote. A majority of the Committee may designate a representative to act for it. In the event of a vacancy due to death, termination or resignation of any member, the remaining members shall have full authority to designate a successor. None of the members of the Committee nor its designated representative shall be entitled to compensation of any kind

for services performed as a member of the Committee. After the sale of the four lots, the members of this initial Committee shall be relieved of their duties and the Owners shall elect or appoint new members to carry on Architectural Approval in accordance with the Covenants and local codes and ordinances for all future improvements.

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request or application made pursuant to the Declaration. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant.

4.2 Rules of Procedure

The Committee may adopt rules and regulations from time to time governing its activities, not inconsistent herewith. The Committee shall meet at the convenience of the members and as often as necessary to transact its business, acting on the concurrence of two out of three members.

ARTICLE V - CONSTRUCTION OF IMPROVEMENTS

5.1 Approval of Plans Required

No improvements shall be erected, placed, altered, maintained, or permitted to remain on any lot by any Owner or Occupant until final plans and specifications shall have been submitted to and approved in writing by the Architectural Control Committee. Such final plans and specifications shall be submitted in two (2) sets with the authorized signature of owner or occupant, or both, of the lot, or the authorized agent thereof. Such plans and specifications shall be in such form and shall contain such information as may be required by the Committee, but shall in any event include the following:

5.1.1 A site development plan of the lot or building site showing the grading scheme, kind, shape, composition, and location of any and all structures with respect to the particular lot (including proposed front, rear, and side setback lines), and with respect to structures on adjoining lots, drainage plan, and the number and location of all parking spaces and driveways on the lot, and utility service locations.

5.1.2 A landscaping plan for the particular lot or building site;

5.1.3 A plan for the location of signs and lighting may be included in the landscape plan; and

5.1.4 A building elevation plan showing design, dimensions, materials, and exterior color scheme in such detail that the Architectural Control Committee understand the intent of the improvement planned. Material changes from approved plans must be similarly submitted to and approved by the Committee.

5.2 Basis for Approval

Approval shall be based upon, among other things, plans which demonstrate accuracy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements upon neighboring lots, proper facing of main elevation with respect to nearby streets, adequacy of screening of

mechanical, air conditioning, or other rooftop installations, and conformity of the plans and specifications to the purpose, and the intent of this Declaration. No plans will be approved which do not provide for the underground installation of power, electrical, telephone, and other utility lines from the property line to buildings, and the pad-mounting of all transformer and terminal equipment. Except as otherwise provided in this Declaration, the committee shall have the right to disapprove any plans and specifications submitted hereunder on any reasonable grounds including, but not limited to, the following:

- 5.2.1 Failure to comply with any of the restrictions set forth in this Declaration;
- 5.2.2 Failure to include information in such plans and specifications as may have been reasonably requested by the Committee;
- 5.2.3 Objection to the exterior design, the appearance of materials, or materials employed in any proposed structure;
- 5.2.4 Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other lots, or other property in the vicinity of the Subject Property;
- 5.2.5 Objection to the location of any proposed structure with reference to the other lots or other property in the vicinity;
- 5.2.6 Objection to the grading or landscaping plan or any lot; or
- 5.2.7 Any other matter which, in the judgment of the Committee, would render the proposed improvements or use inharmonious with the general plan for improvement of the Subject Property or with improvements located upon other lots or other property in the vicinity within said development.

5.3 Approval

The Committee may approve plans and specifications as submitted, or as altered or amended, or it may grant its approval to the same, subject to specific conditions. Upon approval or conditional approval by the Committee of any plans and specifications submitted by each commercial lot owner, a copy of such plans and specifications, together with any conditions, shall be deposited for permanent record with the Committee, and a copy of such plans and specifications, bearing such approval together with any conditions, shall be returned to the applicant submitting the same. Effective the date of non-conditional approval by the ACC, the approval will be non-revocable by the ACC for a minimum of five (5) years.

5.4 Declarant and Architectural Control Committee Not Liable

Declarant and the Architectural Committee shall not be liable for any damage, loss or prejudice suffered or claimed by any person on account of:

- 5.4.1 The approval or disapproval of any plans, drawings, and specifications, whether or not in any way defective;
- 5.4.2 The construction of any improvement, or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or
- 5.4.3 The development of any lot or site within U.S. 30 Business Plaza

5.5 Construction Without Approval

If any improvement shall be erected, placed, or maintained upon any lot or site, or the exterior sign-thereof, or any new use commenced upon any lot, other than in accordance with the

approval by the Committee pursuant to the provisions of this Article V, such alteration, erection, placement, maintenance, or use of shall be deemed to have been undertaken in violation of this Declaration; upon written notice from the Committee, any such improvement so altered, erected, placed, maintained, or used upon any lot in violation of this Declaration shall cease or be amended so as to conform to this Declaration. Should such removal or alteration or cessation or amendment of use not be accomplished within thirty (30) days after receipt of such notice, then the party in breach of this Declaration shall be subject to the enforcement procedures set forth in Article VIII.

ARTICLE VI - DEVELOPMENT STANDARDS

6.1 Minimum Setback

No improvements of any kind, and no part thereof, shall be placed inconsistent with the prevailing Zoning Ordinance and/or the City of Cheyenne set back standards or requirements at the time of construction.

6.2 Landscaping

Within thirty (30) days following completion of construction or by the date each improvement is occupied, whichever first occurs, or no later than June 1 if winter weather has prevented completion within the preceding times, each lot shall be landscaped in accordance with the approved plans and specifications.

After completion, the landscaping shall be maintained in a sightly and well-kept condition. If, in Declarant's or the Architectural Control Committee's opinion, the required landscaping is not maintained in a sightly and well-kept condition, Declarant or the Committee shall be entitled to the remedies set forth in Article VIII.

6.3 Signs

No sign shall be permitted on any lot unless approved by the Committee, in writing, with respect to design, materials, location, size, height, colors, and lighting, and which design and planned location meets with the City of Cheyenne ordinances governing same at the time of construction.

6.4 Parking Areas

Off-street parking must be adequate and shall be provided to accommodate the parking needs of the Owner or Occupant, employees, and visitors of each lot. If parking requirements increase as a result of a change in the use of a lot or in the number of persons employed by the Owner or Occupant, additional off-street parking shall be provided so as to satisfy the intent of this section. All parking areas shall conform to the following standards:

6.4.1 Required off-street parking shall be provided on the lot, on a continuous lot, or within such distance from the lot as the Committee deems reasonable.

6.4.2 Parking areas shall be paved so as to provide dust free, all weather surfaces. Each parking space provided shall be designated by lines painted upon the paved surface and shall be adequate in area. All parking areas shall provide, in addition to parking spaces, adequate driveways and space for the movement of vehicles. Exception to this 6.4.2

parking area paving requirement may be obtained from the Committee as its sole discretion.

6.4.3 Parking Areas shall conform with all applicable City ordinances and codes.

6.5 Storage and Loading Areas

All storage, maintenance, and loading areas must be constructed and used in accordance with plans approved by the Committee. All storage, maintenance, and loading areas must be kept clean and in good condition and repair and be screened in accordance with prevailing applicable ordinances.

6.6 Site Coverage

The maximum building coverage on any lot shall be limited by the sight requirements set forth in Section 6.1 through 6.5; provided, however, that the maximum combined areas of building(s), structure(s), and storage and parking areas shall not exceed ninety percent (90%) of the area of that lot.

ARTICLE VII - OWNER'S MAINTENANCE RESPONSIBILITY

7.1 Owner's Maintenance Responsibility

Each owner of a lot shall be responsible for the maintenance of its lot and the improvements constructed thereon, including the maintenance or repair of any utility lines which are located within said Owner's respective lot and/or improvement boundaries.

7.2 Common Element Responsibility

The Association shall be responsible for the maintenance and repair of the Common Elements in the Subdivision. These Common Elements include, but are not limited to, common business signage and/or monumentation and the shared roadway that extends from Whitney Road west and south to Country Side Ave.

ARTICLES VIII- ENFORCEMENT

8.1 Covenants, Conditions and Restrictions

The conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of the Declarants and owners of every part and parcel of the premises. These conditions, covenants, restrictions and reservations may be enforced, as provided hereinafter, by the Declarant and Owner(s) as well as by the Architectural Control Committee acting for itself and as Trustees on behalf of the Declarant and owners. Each owner, by acquiring an interest in the premises, shall be conclusively deemed to appoint irrevocably the Architectural Control Committee as his Trustees for such purposes. Violation of any condition, covenant, restriction or reservation herein contained shall give to the Declarants, the Architectural Control Committee and to the owners, or any of them the right to bring proceedings in law or equity against the part or parties violating or attempting to violate any of said covenants, conditions, restrictions and reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. Every

act, omission to act, or condition which violates the covenants, conditions, restrictions and reservations herein contained shall constitute a nuisance and every remedy available in law or equity for the abatement of public or private nuisances shall be available to the Declarants, the Owners and the Architectural Control Committee. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties for whom judgment is entered shall be entitled to costs and reasonable attorney fees in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive.

8.2 Subject to applicable Law, Ordinance or Regulation

Unless otherwise grandfathered or exempt, each Owner and/or Occupant of the Subject Property is required to comply with, and shall be personally responsible for determining compliance with, applicable law, ordinance or regulation. Where such applicable law, ordinance or regulation is more restrictive than the conditions, covenants and restrictions herein, the former shall control.

ARTICLE IX – VARIANCE, TERMINATION, AND AMENDMENT

9.1 Variances

The Committee or Declarant shall have the right to waive or grant variances, both temporary and permanent, from the covenants and restrictions set forth in this Declaration if, in their reasonable discretion, such waiver or variance is warranted in a particular instance, provided that no waiver or variance shall be granted where the result of such waiver or variance would be contrary to or inconsistent with any application zoning ordinance, annexation or zoning agreement, planned unit development plan, or other governmental law, ordinance, rule or regulation, unless the prior consent thereto is granted by the appropriate governmental body or official.

9.2 Termination

Each of the covenants set forth above all shall continue and be binding upon the Declarant and upon its successors and assigns, and upon each of them, and all parties and persons claiming under them for a period of twenty (20) years from the date of execution of this document, and automatically shall terminate at the end of such twenty (20) years; provided, however, that the owners of 60% of the fee simple of the property subjected to this Declaration (based on the number of square feet owned as compared to the total area), by recordable certificate filed of record not more than 180 days nor less than 90 days prior to the termination date, may extend this Declaration by an additional period of (10) years. A recordable certificate by an abstractor doing business in Laramie County, Wyoming, as to the record ownership of the property hereby restricted, and a recordable certificate by a registered land surveyor or engineer authorized to practice in Wyoming as to the square footage owned by the record owners as shown by said abstractor's certificate shall be deemed conclusive evidence of ownership and square footage thereof so owned and hereby restricted by the provisions of this article.

9.3 Amendment

These protective Covenants may be amended by an instrument signed by a majority of the Owners. Any Amendment must be properly recorded in the appropriate city, county, or state office customarily responsible for recordings impacting real property. As to each amendment,

each Owner shall be entitled to one (1) vote. Fractional voting will not be allowed. Owners of more than one Lot shall be entitled to one vote for each Lot owned.

ARTICLE X – DECLARANT CONTROL

10.1 Declarant Control Period.

US30BP, LLC is the Declarant of these Protective Covenants for U.S. 30 Business Plaza, Cheyenne, Wyoming. The period of Declarant control is hereby established beginning with the filing of these Covenants and extending until the completion of construction of the last primary commercial building in the Subdivision. After the last primary commercial building in the Subdivision has been completed, Declarant’s control shall terminate.

Once Declarant control has terminated, Declarant development rights shall be assigned to and assumed by the subsequent purchasers/buyers of the commercial lots through the Common Ownership Association.

10.2 Developmental Control Rights.

Declarant expressly reserves the right as the original developer of U.S. 30 Business Plaza to combine or subdivide Lots, and to relocate boundaries of any portion of the plat or Lots owned by the Declarant as long as changes are created in accordance with City of Cheyenne ordinance(s), applicable zoning, and that the potential changes do not diminish the original intent of the land uses and of these Covenants.

IN WITNESS WHEREOF, US30BP, LLC, a Wyoming Limited Liability Company, has signed this Declaration of Protective Covenants on this date set forth in this acknowledgment.

DECLARANT;
US30BP, LLC.

By 
John M. Edwards, Manager

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

This instrument was acknowledged before me on the 28th day of October, 2020 by John M. Edwards, as Manager and Declarant of US30BP, llc that executed the Protective Covenants and acknowledged the Protective Covenants to be the free and voluntary act and deed of US30BP, LLC, by authority of statute or its Operating Agreement, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the Protective Covenants and in fact executed the Protective Covenants on behalf of US30BP, llc.

Witness my hand and official seal.


Julianne Randall, Notary





My Commission Expires: 5-1-2022

Notary Public