

Wyoming Title & Escrow - Jackson
211 E Broadway
Jackson, Wyoming 83001

GRANTOR: SOUTH PARK SERVICE CENTER PROPERTY*
GRANTEE: THE PUBLIC
Doc 0969436 Filed At 16:15 ON 05/16/19
Sherry L. Daigle Teton County Clerk fees: 118.00
By Mary Antrobus Deputy Clerk

SECOND AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF SOUTH PARK SERVICE CENTER

TABLE OF CONTENTS

GENERAL PURPOSE OF COVENANTS..... 6

ARTICLE II..... 6

ASSOCIATION 6

ARTICLE III..... 6

DEFINITIONS..... 7

ARTICLE IV..... 8

ASSESSMENTS..... 8

ARTICLE V 9

PROCEDURES FOR THE ESTABLISHMENT OF FEES, DUES, CHARGES, AND ASSESSMENTS..... 9

ARTICLE VI.....10

SUBORDINATION OF THE LIEN TO MORTGAGES10

ARTICLE VII11

RESPONSIBILITY OF ASSOCIATION.....11

ARTICLE VIII.....11

PERFORMANCE OF RESPONSIBILITY BY ASSOCIATION11

ARTICLE IX.....12

RESPONSIBILITY OF OWNERS.....12

ARTICLE X12

ARCHITECTURAL CONTROL COMMITTEE12

ARTICLE XI.....15

DEVELOPMENT RESTRICTIONS.....15

ARTICLE XII17

EXTERIOR CONSTRUCTION AND MAINTENANCE.....17

ARTICLE XIII.....18

USE REGULATIONS.....18

ARTICLE XIV19

PROHIBITED STRUCTURES AND USES19

ARTICLE XV.....20

THE PROPERTY.....20

ARTICLE XVI21

CENTRAL WATER SYSTEM AND WASTE WATER.....21

ARTICLE XVII.....22

RESTRICTIONS AND COVENANTS RUNNING WITH THE LAND.....22

ARTICLE XVIII.....23

PARKING.....23

ARTICLE XIX.....23

SIGNS.....23

ARTICLE XX.....23

GOVERNMENTAL REGULATIONS.....23

ARTICLE XXI.....24

VARIANCES.....24

ARTICLE XXII.....24

REMEDIES FOR VIOLATION.....24

ARTICLE XXIII.....25

AMENDMENT TO RESTRICTIONS.....25

ARTICLE XXIV.....25

DURATION.....25

ARTICLE XXV.....25

ENFORCEMENT.....25

ARTICLE XXVI.....26

RIGHT TO ENFORCE.....26

ARTICLE XXVII.....26

INDEMNIFICATION.....26

ARTICLE XXVIII.....26

ASSIGNMENT OF POWERS.....26

ARTICLE XXIX.....27

HEADINGS AND PARAGRAPHS.....27

ARTICLE XXX.....27

SCOPE AND DURATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.....27

ARTICLE XXXI.....28

AMENDMENTS.....28

ARTICLE XXXII.....28

AMENDMENT INCREASING AREA.....28

ARTICLE XXXIII.....28

SEVERABILITY.....28

ARTICLE XXXIV28
HEIRS, SUCCESSORS AND ASSIGNS28

SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS OF SOUTH PARK SERVICE CENTER

This instrument ("Amendment") is executed and delivered by the Board President of South Park Service Center Property Owners Association, Inc. (the "Association," as defined below) on behalf of the Association as of the date set forth on the signature page hereto.

WHEREAS, Delcon, Inc. executed and recorded in the public records of Teton County, Wyoming, on June 4, 1980, in Book 100 of Photo, pages 116 and 117, a Warranty Deed conveying the property described in Exhibit "A" from Delcon, Inc. to the Service Center Partnership, a Wyoming general partnership, hereinafter referred to as "Declarant"; and

WHEREAS, Declarant executed and recorded in the public records of Teton County, Wyoming on May 21, 1980, in Book 99 of Photo, pages 665 to 684, a certain Declaration of Protective Covenants, Conditions and Restrictions of South Park Service Center; and

WHEREAS, on January 19, 1981 the Declarant executed an Amendment to Declaration of Protective Covenants, Conditions, and Restrictions of South Park Service Center which repealed and cancelled in full the Declaration recorded on May 21, 1980; and

WHEREAS, on July 24, 1985, the Declarant executed a First Amendment to Declaration of Protective Covenants, Conditions and Restrictions of South Park Service Center, which was recorded on July 24, 1985 at Book 169 of Photo, Pages 583-611, and as Document No. 260333 (the "Existing Declaration"); and

WHEREAS, Article XXIII of the Existing Declaration, entitled Amendment to Restrictions, provides that once 90% of the lots have been sold, then the Existing Declaration may be amended with "the approval of 75% of the lot owners," and at this point, more than 90% of the lots have been sold;

WHEREAS, by ballots received by the Association, fifteen of the nineteen lot owners voted to approve and adopt this Amendment, meaning that 78.9% of the lot owners have approved and adopted this Amendment.

NOW, THEREFORE, the South Park Service Center Property Owners

Association, Inc., on behalf of its owners, hereby declares that the Existing Declaration is cancelled in full and all that real property described in Exhibit "A" attached hereto and made a part hereof and originally platted as the South Park Service Center on May 21, 1980 in Book 1 of Maps, page 15 as Plat No. 409, which plat was amended and placed of record on May 18, 1982 as Plat No. 513, and further amended pursuant to Plat No. 592 (South Park Service Center, Second Amended), Plat 1139 (South Park Service Center Second Amended Subdivision 2nd Filing), Plat No. 1295 (South Park Service Center Third Filing), and Plat No. 1383 (South Park Service Center Second Amended Subdivision Fourth Filing) shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, and restrictions hereinafter set forth in this Amendment.

ARTICLE I

GENERAL PURPOSE OF COVENANTS

The real property described in Exhibit "A" attached hereto is subject to the covenants, conditions, and restrictions herein contained in order to promote the health, safety, and social welfare of the owners of the property; to provide for the improvement, maintenance, and preservation of the property and property values; to provide for architectural control and site design of all buildings, fences, walls and other structures or improvements; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general to provide for the establishment of a well-designed planned industrial park, with a high quality of improvements throughout said property.

ARTICLE II

ASSOCIATION

There shall be created and established a non-profit Wyoming corporation known as South Park Service Center Property Owners Association, Inc. hereinafter referred to as the "Association".

ARTICLE III

DEFINITIONS

The following words, when used and wherever used in this document (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to South Park Service Center Property Owners Association, Inc.

(b) "Declarant" or "developer" shall mean and refer to Service Center Partnership, a Wyoming Partnership, by Robert S. Dean, General Partner; its successors and assigns.

(c) "Declaration" shall mean this Declaration of Protective Covenants, Conditions, and Restrictions.

(d) "The Property", which is the subject matter of this document, shall mean and refer to the real property described in Exhibit "A" attached hereto, and platted with lots as the South Park Service Center on May 21, 1980 in Book 1 of Maps, page 15, as Plat No. 409, as further described on Exhibit "A" attached hereto.

(e) "Owner" shall mean and refer to the record owner whether one or more person or entities of any parcel, lot or structure or part thereof.

(f) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the South Park Service Center Property Owners Association, Inc.

(g) "Committee" shall mean and refer to the Architectural Control Committee.

(h) "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the owners.

(i) "Floor Area" shall mean the area of all floors interior to an enclosed building that have at least five (5) feet of clearance between floor and ceiling, as it is defined in the Teton County Land Development Regulations and amended there from time to time. Floor areas shall be measured to the exterior face of the structural members of the wall.

The purposes of the Association shall be all of the purposes set forth in Article I hereof, and all of the purposes set forth in the Articles of Incorporation and Bylaws of the Association. Each "owner" shall, by virtue of such "ownership", be a member of the Association and by acceptance of a deed or instrument of conveyance or the

acquisition of title in any manner, accepts such membership and acknowledges the authority of the association to act as provided herein.

ARTICLE IV
ASSESSMENTS

In furtherance of the grant to levy and collect assessments, and the other purposes of this Association, the Association shall have the right:

(j) To determine the time, manner and amount of such assessment, except that the amount of such assessment shall be based on the amount of land area owned. The total amount of revenue determined to be necessary to administer the Association expenses and responsibilities will be shared pro-rata by each lot owner in proportion to the total land area owned, including all easement areas. However, until such time as the Declarant owns no lots in the South Park Service Center, the Declarant may elect to pay only the difference between the total expenses incurred by the Association and the amount collected from lot owners who have taken title, as his share of the annual expenses without regard to the number of lots owned or land area contained therein.

(k) To maintain a general operating reserve as determined by the Board.

(l) To file and enforce liens for such assessments upon each member's property, which lien shall include interest at the rate of twelve (12) percent per annum or at the highest rate allowed by law, whichever is greater, on delinquent assessments, costs and expenses, and reasonable attorney's fees incurred to enforce said lien. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages in the State of Wyoming; and in any suit for the foreclosure of said lien, the Association shall be entitled to a receiver for said property, without notice to the owner of such property. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens, or encumbrances, if any, which may be required to be advanced by the Association in order to preserve and protect its lien; and the Association shall further be entitled to interest as set forth above on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the

ownership of any such property, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to the Association, and shall acquire such interest in any such property expressly subject to such lien upon its recording as provided hereinafter.

The lien herein granted unto the Association shall be effective from and after the time of recording in the public records of Teton County of a claim of lien stating the description of the property encumbered thereby, the amount due and the date when due, and the lien shall continue in effect and automatically increase as assessments become delinquent, until all sums secured by said lien, as herein provided, shall have been fully paid.

ARTICLE V
PROCEDURES FOR THE ESTABLISHMENT OF FEES, DUES, CHARGES, AND
ASSESSMENTS

The Board of Directors of the Association shall approve and establish all sums which shall be payable by members of the Association and the following procedures:

A. Annual assessments against the "owners" shall be established after the adoption of an operating budget and written notice of the amount and date of commencement thereof shall be given to each such "owner" not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable in lump sum or in periodic installments as the Board of Directors shall direct.

B. Special assessments against the "owners" and all other fees, dues and charges, including assessments for indemnification expenses and for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof and shall be payable at such time or times as the Board of Directors shall direct.

C. The Board of Directors may, from time to time, establish by resolution, rule, or regulation or may delegate to an officer or agent the power and authority to establish specific fees, dues or charges to be paid by specific "owners" to reimburse the Association for expenses incurred in connection with the

enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation or the officer or agent.

D. The Association shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any "owner". All notices which the Association may be required to give to any "owner" shall be deemed properly given if mailed to the "owner's" mailing address as shown on said roster. It shall be the responsibility of each "owner" to provide to the association a correct and current mailing address.

The Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing, signed by an officer or director of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE VI

SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of assessments provided for herein shall be subordinate to the lien of any bona fide institutional mortgage or mortgages now or hereafter placed upon the property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. An institutional mortgage is one made in favor of any national or state bank, insurance company, or state or federal savings or loan association, all of which must be licensed to do business in Wyoming.

Exempt Property: The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

Any land conveyed to or dedicated and accepted by any governmental body or agency and devoted to public use.

ARTICLE VII

RESPONSIBILITY OF ASSOCIATION

The association shall, subject to all of the further terms and conditions hereof, maintain, preserve, repair and regulate all of the following property considered to be common area:

A. The entrance area of the subject property, including the shrubbery, signs, lights, walls, sprinklers and other improvements, if any.

B. The streets, roads, drainage and other areas and improvements related thereto, including all shrubbery, signs, streetlights, walls, sprinklers and other improvements.

C. All other property, facilities, improvements or equipment which the Board of Directors of the Association shall determine would properly serve and benefit the members of the Association.

ARTICLE VIII

PERFORMANCE OF RESPONSIBILITY BY ASSOCIATION

The association shall perform all of its responsibilities, including those set forth in paragraph VII above in such manner and at times as the Board of Directors of the Association shall determine. The Board may take such action as shall be necessary or appropriate to the accomplishment of all such responsibilities, including without limitation all of the following:

A. The Board may employ a property manager to administer the affairs of the association and may delegate and assign to such property manager such duties, responsibilities, and functions as the Board shall see fit. The property manager shall be responsible and shall report to the Board.

B. The Board may employ or may authorize the property manager to employ attorneys, accountants, bookkeepers, mechanics, security guards, gardeners, janitors, laborers and such other personnel as shall be necessary to carry out all of the responsibilities of the Association.

C. The Board may purchase, lease or acquire or may authorize the property manager to purchase, lease or acquire such personal property as shall be necessary to perform all responsibilities of the Association. Such equipment may include, without limitation, such office and bookkeeping equipment as shall be necessary to maintain records and accounts of all funds of the Association and may include vehicles, landscaping equipment, snow removal equipment, tools and supplies.

D. The Board may or may authorize the property manager to enter into all contracts and agreements which shall be necessary, appropriate and convenient to the accomplishment of any of the responsibilities of the Association.

ARTICLE IX

RESPONSIBILITY OF OWNERS

All owners shall properly and regularly maintain their property in a neat, orderly and attractive manner consistent with the high quality of development purposed for this property. Such maintenance shall include, but not be limited to regular maintenance and upkeep of the exterior of all buildings, structures, yard areas (storage areas), service areas, parking areas, landscaping, walks and all other exterior areas. Regular interior maintenance and repair must also be performed by the owners. The Association shall be the sole judge as to the level and adequacy of the exterior and interior maintenance, and after notification as provided herein may perform any maintenance or repairs necessary to achieve the proper appearance of the property. Without limitation, all costs, expenses, charges and fees incurred shall be assessed against and paid by the owner.

ARTICLE X

ARCHITECTURAL CONTROL COMMITTEE

In order to preserve the values and appearance of South Park Service Center, an Architectural Control Committee shall be established as follows:

A. Architectural Control Committee: The Board shall appoint an "Architectural Control Committee" (the "Committee") consisting of not less than

three (3) nor more than five (5) members, two (2) of which may be alternates, none of whom need to be lot owners or members of the Board. The members of the Committee shall serve at the pleasure and direction of the Board and the members of the Board may serve on the Committee. A majority of the Committee shall constitute a quorum to transact any business of the Committee and the action of a majority present at meeting at which a quorum is present shall determine the action taken by the committee. The Board shall have the right to remove any member or alternate member of the committee and any vacancy occurring on the Committee for any reason whatsoever shall be filled by the Board. The Committee may designate a representative to act on behalf of the Committee, subject to the approval of the Board. No member of the Committee or any representative of the Committee shall be entitled to any compensation for services performed hereunder, except that professional persons may be compensated as approved by the Board.

B. Requirement of Committee Approval: no improvement or structure of any kind, including, without limitation, any building, wall, fence, sign or loading area shall be erected, placed or maintained on any portion of any lot; no landscaping or planting shall be commenced or maintained upon any portion of any lot; and no addition, alteration, modification or change to any such improvement, structure, landscaping or planting shall be made without the prior written approval of the Committee.

C. Method of Obtaining Committee Approval: In order to obtain the approval of the Committee, two (2) complete sets of plans and specifications for proposed construction and landscaping shall be submitted to the Committee for its review. Such plans and specifications shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The Committee may also require the submission of additional information and materials as may be reasonable necessary for the Committee to evaluate the proposed construction, landscaping or alteration. The Committee shall evaluate all plans and specifications utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external

design in relation to surrounding topography, structures and landscaping. All construction plans must be filed with the Committee and must include a master development plan for the property. Partial or incomplete plans will not be accepted by the Committee. Once a development master plan is approved, changes or deviations will not be permitted without further review and approval of the Committee.

D. Approval or Disapproval by the Committee: The Committee shall have the right to refuse to approve any proposed plans or specifications which, in its sole discretion, are not suitable or desirable. Any and all approvals or disapprovals of the committee shall be in writing and shall be sent to the Board and the respective lot owner, as applicable. In the event the Committee fails to approve or to disapprove in writing any proposed plans and specifications within thirty (30) days after submissions to the Committee of such plans and specifications and any and all other reasonably requested information and materials related thereto, then said plans and specifications shall be deemed to have been approved by the committee and the appropriate written approval delivered forthwith, unless the activity is in conflict with any other provisions contained herein, in such case approval will not be granted. Furthermore, if any landscaping or the construction of any improvement or structure is completed and the Committee does not indicate disapproval thereof after receiving notice of such activity, for a period of ninety (90) days after the completion of such construction or landscaping, then such construction or landscaping shall be deemed to have been approved by the Committee, unless the activity is in conflict with any other provisions contained herein, in such case approval shall not be deemed granted and said activity shall constitute a continuing violation hereunder.

E. Committee to Adopt Rules and Regulations: The Committee shall promulgate such further rules and regulations as it deems necessary and shall adopt a schedule of reasonable fees for the processing of applications to the Committee which rules, regulations and fees shall be subject to the approval of the Board.

F. Variances: The committee may grant variances for lot improvement requirements as contained herein but only with the written concurrence and

approval of the Board for each individual request. Variance requests from the Teton County Land Development Regulations or any other governmental regulations affecting the use and development of the property may not be applied for without the prior written consent of the Board. Any variance granted without the approval of the Board shall be considered null and void and insufficient to vary the terms of this document and shall constitute a continuing violation.

ARTICLE XI

DEVELOPMENT RESTRICTIONS

The purpose of this provision is to provide protection of property values and insure a well-designed development with an aesthetically pleasing appearance to all property owners.

Zones that were designated in the original Warranty Deed(s) were different in previous versions of the Declaration. The Zoning designation shall be deemed to end due to this amendment to the previous Declaration

Zone A, Zone B and Zone C Zoning Restrictions are hereby consolidated into this single set of Development Restrictions.

1. Setbacks all structures shall meet the current setbacks as specified in the current Teton County Land Development regulations for the Business Park zoning district.

- a. Street setback (from easement line) 20 feet minimum,
- b. Side setback 10 feet,
- c. Rear setback 20 feet,
- d. No construction, fencing or use of any kind shall be commenced, erected or maintained on the berm slope areas or within six (6) feet of the bottom (toe) or top (crest) of the slope of the berm on any lot within the Property, except as permitted along the east boundary line slope. The berm is that area described in Exhibit "B" which is maintained by the Association.

2. No building or other structures, or any part thereof, shall be erected or altered to a height in excess of thirty-five (35) feet with the exception of broadcasting towers, antennae and chimneys.

3. All outside storage must be covered by an approved roof and meet the screening requirements as required by this Declaration or the Architectural Control Committee. With approval of the Committee, unscreened and uncovered displays of certain types of merchandise for sale or rent may be approved, subject to any mitigating conditions or requirements that may be imposed.

4. No mini-storage units may be constructed on zone A lots. A mini-storage unit shall be defined as any structure containing four or more separate rooms either under a common or a separate roof, each room having a separate access to the outside and each room being approximately 400 square feet or less, used primarily for the purpose of storage space.

5. All areas of a lot not utilized for parking, buildings or maintained by the Association shall be landscaped in accordance with a landscape plan approved by the Committee. All landscaping shall be maintained in a neat, orderly and attractive manner.

6. Roof colors shall be non-glare approximately equal to American Buildings Company "burnished slate" for metal roofs and non-glare colors in black, dark brown, dark green, dark gray in other types of roofs, subject to the approval of the Architectural Control Committee.

7. Excavation and/or construction within the slope/hillside (berm) areas along the East boundary of the Property is permitted provided a retaining wall approved by the Committee is installed.

8. Any yard area located on the land as an accessory or appurtenant to any building, shall be in such a form as shall be approved by the Committee in writing. It is the intent that the Association have full architectural control, design and approval over the location, size, dimension, nature, and makeup of all yards and other landscaping material utilized by the owners of any of the property.

9. Each parcel of the property devoted to building use shall contain sufficient on-site loading facilities to accommodate site activities and all loading improvements. Loading docks shall be located and screened so as to minimize visibility of their contents from any street or other right-of-way. No materials, supplies, equipment, vehicles or other items shall be stored outside of any building,

unless capable of being entirely screened from public view by an approved fence or other means except for motor vehicles which must be screened up to at least 2/3 of their total height.

10. Rubbish and garbage facilities shall be screened so as not to be visible from any street or right-of-way. The Design Committee shall, in its sole discretion, determine the adequacy of the screening.

11. Site furniture and mechanical equipment visible from a street shall be considered as landscape elements, and all site furniture, including exterior lighting fixtures, shall be subject to the written approval of the Committee as elsewhere herein provided.

12. All access to the land shall be through South Park Drive as designated on the plat of the property.

13. Land, and each plot or parcel therein and thereon, shall be graded and developed so that all surface water drains through appropriate structures to locations and as required by the appropriate regulations of Teton County and other appropriate governmental agencies.

14. All open, unpaved areas, including, but not limited to, front setback areas from the face of any access road and side and rear setback areas shall be planted and landscaped according to a plan for each parcel of the land to be approved by the Committee, which approval shall not be unreasonably withheld.

15. All electrical, communication, gas and other service lines within the land shall be installed and maintained underground, except for power lines within and parallel to service road rights-of-way, if approved in writing by the Committee. No other aerial cable of any kind or type shall be permitted on the property.

ARTICLE XII

EXTERIOR CONSTRUCTION AND MAINTENANCE

All building exteriors must be finished in non-glare, dark earth tones such as dark brown, greens and rust colors. Glossy painted finishes shall not be allowed. All exposed metals shall have a dark and dull colored finish, or shall be flat color

anodized or painted. Color samples, or pieces of exterior materials and roofing materials to be used shall be submitted to the Committee for approval.

All improvements shall be of new construction, in harmony and compatible with the quality of development designed into this document. All roof lines must be smooth and regular. Buildings must be completely finished on all sides.

All driveways, approaches or any other form of access to a lot shall be paved in a manner similar to South Park Drive. The paving shall be done immediately upon construction of the lot, if the street (South Park Drive) in front of the lot is paved; if the street is not paved the paving of all access areas shall be done simultaneously with the paving of the street. When paving does occur each approach or access point shall include a 12" corrugated metal culvert appropriately located for drainage purposes. All paving and culvert construction plans shall be submitted along with other required construction plans to the Committee for review and approval.

If the Association in its sole judgment determines that the exterior of any of the subject property is not being maintained properly, it may notify the owner in writing specifying the nature of the condition to be corrected, and if the owner has not corrected the same within thirty (30) days after the date of said notice, the Association, at its sole option and election, may correct such condition. Such corrective measures may, without limitation, include the painting, repairing, replacing, etc., of roofs, exterior building surfaces, trees, shrubs, grass, walks, and other improvements, as well as removal of exterior waste and trash from the property. Every property owner shall be responsible for maintaining the berm area of his property. A portion of this privately owned berm area may be maintained by the Association at its sole discretion and in a manner it deems appropriate. That area considered to be berm is the dark colored or shaded area found in Exhibit "B" attached hereto and made a part hereof.

ARTICLE XIII

USE REGULATIONS

The property shall be used exclusively for light industrial/distribution, commercial and accessory residential uses as authorized by the Teton County Land

Development Regulations provided, however, that any County allowed use beyond light industrial distribution and commercial on any of the property and land shall first be approved in writing by the Association.

Residential use shall be allowed with the approval of the Association and subject to the following restrictions:

1. The use shall be secondary and incidental to the primary allowed commercial use.
2. The residential use shall be no more than 25% of the built Floor Area on the lot, or, to the extent it is greater than such 25% limitation, the number and size of residential units shall be no more than the amount required to comply with the Teton County Land Development regulations for additional or new development.

Each plot of land devoted to building or other uses shall be as designated on the plat with no lot being divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous lots under one ownership to form one or more larger lots. Each combined lot shall be treated as one lot for the purpose of applying the covenants, conditions and restrictions herein contained and further all such divisions and consolidations shall receive prior approval by the Association as to area, size, shape and dimension.

ARTICLE XIV

PROHIBITED STRUCTURES AND USES

No trailer home (office), mobile home (office), tent, camper, outbuilding or any other structures of a temporary or mobile nature, shall be used as a place of business, either temporarily or permanently. No house trailer, camper trailer, tent, shack or other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot except as the same may be customarily employed by contractors or owners for and during the construction of improvements thereon, or unless shielded from view by adjacent property owners either by fence or placement in a permitted building. The Association may, however, permit the placement of a temporary structure to maintain security within the

Property on a temporary basis. The term “trailer home” or “mobile home” as used herein shall mean any building or structure with wheels and/or axles and any vehicle, used at any time or so constructed so as to permit its being used for the transport thereof upon the public streets or highways and constructed in a manner as to permit occupancy thereof as a dwelling or sleeping place for one or more persons, and shall also mean any such building, structure, or vehicle, whether or not wheels and/or axles have been removed, after such building, structure, or vehicle has been placed either temporarily or permanently upon a foundation.

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 oil or gas drilling, oil or gas development operations, quarrying or mining operations of any kind shall be permitted within the property, except as may be conducted by the Declarant, its successors or assigns. The Declarant having hereby reserved all rights for itself, and its successors or assigns.

There shall be no livestock, poultry, horses, donkeys, mules, llamas or other similar animals of any type boarded, kept or maintained on the property. Dogs and cats may be boarded, and trained with the approval of the Committee. Guard dogs must be approved in writing by the Association.

ARTICLE XV THE PROPERTY

The property subject to these restrictions may only be used for the uses and purposes permitted under the Business Park zoning district under the Land Development Regulations of Teton County, or as established by such other governmental agency as may, from time to time, have jurisdiction thereof.

1. Easements. Easements in, on, over and above the subject property are hereby reserved by the Declarant for the creation, construction, reconstruction, maintenance and repair of drainage structures, roads, rights-of-way, berms, retention ponds, utilities, snow removal and storage, and such other uses and purposes as Declarant may deem necessary or appropriate for the service of and to the subject property. The Declarant reserves the exclusive right to create and assign

any and all of said easements and rights. Any wall, fence, paving, planting, or other object constructed, installed, or placed within the boundary of any property subject to any such easement by the owner of the property on which the easement lies shall be removed, if required by the Association or its assignee, at the expense of said owner. The Association reserves the perpetual right of ingress and egress to and over any private property if necessary in order to exercise Association's rights herein granted and reserved. The Association further reserves the right to enter upon any private property for the purpose of enforcing the terms and conditions of this document.

2. Nuisances. Nothing shall be done on the property which may be or may become an annoyance or nuisance. In the event of any question as to what may be or may become a nuisance, such question shall be submitted in writing to the Association for a decision. Association's decision shall be in writing and shall be final and binding.

3. Drainage. No changes in elevations of property subject to these restrictions shall be made which will cause undue hardship to adjoining property with respect to surface runoff of water.

4. Property Subdivision Structures. Once sold by the Declarant, no properties (lots) shall be subdivided in any manner. Two or more contiguous properties (lots), if owned by the same record owner, may be combined as one larger lot for the purpose of applying the covenants and restrictions herein contained, provided that such record owner makes such election in writing and receives written approval from the Committee, and a restriction requiring unity of title of the two lots is duly recorded in the Office of the County Clerk, Teton County, Wyoming, until the Committee approves removal of such unity of title restriction.

ARTICLE XVI

CENTRAL WATER SYSTEM AND WASTE WATER

A central water system services the Development and each and every property owner shall be required to connect to the water system and absolutely no individual wells will be permitted on any lot as long as a central supply of water is

available. Each lot will be connected by a stub line to the main line and no lot shall service another lot with water, each lot shall separately connect to the central water system. Each property owner must sign a Water Service Agreement with the Rafter J Improvement and Service District (ISD) and a Consent and Joinder making them a member of the Rafter J Improvement Service District water system for the sole purpose of participating in the general maintenance expense of its water system, or any replacement or similar ISD established with the consent of the Association.

The developer of the subdivision installed a central sprinkler system for the purpose of watering the common areas and any other area as determined by the Association. No property owner may utilize said sprinkler system for their own use.

Excessive use of water as determined by the Association, may result in revocation of the right to receive water or require the payment of an additional charge as determined by the Rafter J ISD Water System or any replacement or similar ISD established with the consent of the Association.

All property owners shall provide for their own individual septic tank system. Said system shall meet all required governmental approvals. No petroleum or related products may be dumped into said system. At such time the South Park Service Center District is formed each lot having an individual septic tank system shall connect to the District sewer line.

ARTICLE XVII

RESTRICTIONS AND COVENANTS RUNNING WITH THE LAND

The foregoing agreements, covenants, conditions and restrictions shall constitute a servitude in and upon the land and every part thereof and shall run with the land and inure to the benefit of and be enforceable by Association, its successors and assigns, and lot owners; and failure to enforce any restriction, covenant, condition, obligation, reservation, right, power or charge herein contained shall in no event be deemed a waiver of the right to thereafter enforce any such restrictions, covenants, conditions, obligations, reservations, rights, powers, or charges.

ARTICLE XVIII

PARKING

No property owner shall permit or allow the parking of vehicles in the 60 foot right-of-way for South Park Drive. All proposed uses and structures shall have off-street parking, meet all parking requirements of Teton County as well as any additional or more stringent requirements of the Committee. Parking areas for employees and customer's automobile parking need not be screened provided said vehicles are not left over night on the property. No unlicensed, immobile, wrecked or abandoned vehicle may be parked or stored on the property whatsoever.

ARTICLE XIX

SIGNS

All signs must be first approved by the Teton County Planning Department in accordance with the County Land Development Regulations. Having received approval therefrom, they must then be submitted to the Architectural Control Committee for approval prior to installation. Signs offering property for sale or lease shall be limited to a size of 3 feet by 4 feet. The Declarant may erect a sign or signs identifying, describing or advertising this industrial park.

All signs must be professionally done, in harmony with the development and must be permanent installations.

A directory sign has been constructed and shall be maintained by the Association at the entrance to the development. Each property owner or occupant of the property will pay to the Association the cost of having his name and development address placed on the sign.

ARTICLE XX

GOVERNMENTAL REGULATIONS

All applicable provisions of the Teton County Land Development Regulations in effect on the date that this Declaration is recorded shall be incorporated herein as minimum development regulations, regardless of future changes in the plan or its abolishment. Wherever a conflict exists between the provisions of the Land

Development Regulations and those contained herein, the more stringent shall prevail.

All construction and installations shall be done in accordance with the edition of the building Codes adopted by Teton County, and all other local and state codes.

ARTICLE XXI

VARIANCES

The Association may authorize variances from compliance with any of the covenants contained in this Declaration when circumstances such as topography, natural obstructions or extreme hardship may require; provided, however, that such variances shall be authorized in conformity with the intent and purposes of this Declaration and provided further that in every instance such variance will not be materially detrimental or injurious to the other property covered by this Declaration. Such variances must be evidenced in writing.

If a variance is granted by the Association, no violation of the covenants 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 covenants contained in this Declaration for any purpose except as to the particular property and particular provision covered by the variance.

ARTICLE XXII

REMEDIES FOR VIOLATION

Violation or breach of restriction, covenant, condition, obligation, reservation, right, power, or charge herein set forth shall give Declarant, its successors or assigns, the Board and lot owners, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said restriction, covenant, condition, obligation, reservation, right, power, or charge, and to present the violation or breach thereof; and the expenses of any such litigation shall be borne by the party losing such litigation. **Expenses of litigation** shall include a reasonable attorney's fee incurred by the prevailing party.

ARTICLE XXIII
AMENDMENT TO RESTRICTIONS

The Association shall have the right to modify, waive or cancel the restrictive covenants and conditions herein set forth in whole or in part only with the approval of 75% of the lot owners.

ARTICLE XXIV
DURATION

This Declaration shall remain in effect from the date of recording in the Public Records of Teton County, Wyoming for a term of twenty-five (25) years and shall be automatically extended for consecutive terms of twenty-five years unless, two (2) years prior to the expiration of any such twenty-five year term, the then owners of not less than seventy-five percent (75%) of the land shall elect to terminate this Declaration upon the expiration of the then current term. Termination shall be evidenced by an instrument in writing executed by the then owners of not less than seventy-five percent of the land which shall be recorded in the Public Records of Teton County, Wyoming prior to commencement of the twenty-fourth year of the then current term.

ARTICLE XXV
ENFORCEMENT

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity, including but not limited to abatement and injunction, including the right to compel the removal of the object of the violation from the property, against any person or persons violating or attempting to violate any of the terms, conditions, covenants, or restrictions hereof, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants and the failure by the Association or any other person or party to enforce any of the terms and conditions hereof shall in no event be deemed a waiver of the right to do so thereafter. Where an action, suite or other judicial proceeding is instituted or brought for the enforcement of these covenants, conditions, and restrictions, the

prevailing party shall be entitled to recovery of all costs and expenses involved, including without limitation, court costs and attorneys' fees.

ARTICLE XXVI
RIGHT TO ENFORCE

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant, the Association, the Architectural Control Committee, or any lot owner, and each of their legal representatives, heirs, successors, and assigns.

ARTICLE XXVII
INDEMNIFICATION

The Association and property owners covenant and agree that they will indemnify and hold harmless the Declarant from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the property subject to this document and improvements thereof and thereon, and from and against all costs, expenses, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred by Declarant arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The Association shall also indemnify Declarant for any expense Declarant may incur in bringing any suit or action for the purpose of compelling the specific enforcement of the terms, conditions, and covenants contained herein. The costs and expense of fulfilling this covenant of indemnification set forth in this paragraph shall be considered a special assessment as established by the Board of Directors.

ARTICLE XXVIII
ASSIGNMENT OF POWERS

Any and all rights, powers, reservations, privileges and obligations of the Declarant herein contained may be deeded, conveyed, or assigned to another partnership, corporation, association, person, or other legal entity by an instrument in writing duly executed, acknowledged, and recorded in the Public Records of Teton County, Wyoming; provided, however, that the right to assign as specified herein shall not be subject to the approval or joinder of any other person, firm or entity which may be an owner of any portion of the property. The instrument to be placed of record shall contain an acceptance by the grantee or assignee and the grantee and/or assignee shall assume and agree to be bound by each and all of the obligations and duties imposed upon Declarant and upon such event, Declarant shall be relieved of the performance of any further duties or obligations hereunder.

ARTICLE XXIX

HEADINGS AND PARAGRAPHS

The headings as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Declaration or in any way define, limit, or describe the scope or intent of a particular section or paragraph to which they refer.

ARTICLE XXX

SCOPE AND DURATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

All of the covenants, conditions and restrictions set forth in this Declaration are imposed upon the property for the direct benefit thereof and the owners thereof as a part of the general plan of development, improvement, building and maintenance of said property. Each grantee or purchaser under a contract of sale or an agreement of purchase by accepting a deed or contract of sale or agreement of purchase, accepts the same subject to the provisions of this Declaration, and agrees to be bound by each such covenant, condition and restriction contained herein. Said covenants, conditions, and restrictions shall run with the land and continue to be in full force and effect.

ARTICLE XXXI
AMENDMENTS

The terms and conditions of this Declaration may be altered, amended, or repealed by an instrument in writing in accordance with Articles XXIII and XXIV of this document.

ARTICLE XXXII
AMENDMENT INCREASING AREA

The Association reserves the right, in its sole discretion, to increase the area of the subject property adding to the development of additional land by filing with the Office of the County Clerk of Teton County, Wyoming a plat describing such additional land and either a supplemental Declaration of Restrictive Covenants or a Declaration referring to the above-recited Restrictive Covenants subjecting such additional land to the covenants and conditions hereof.

ARTICLE XXXIII
SEVERABILITY

In the event any clause, subdivision, term, provision, or part of this Declaration should be adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Declaration and each and all of its terms and provision not so adjudicated to be invalid or unenforceable, shall remain in full force and effect and each and all of the paragraphs, subdivisions, terms, provisions, or parts of this Declaration are hereby declared severable and independent of each other.

ARTICLE XXXIV
HEIRS, SUCCESSORS AND ASSIGNS

This Declaration and all of the terms and conditions hereof shall bind and inure to the benefit of the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, as of May 16, 2019, the undersigned Board President of the Association hereby duly executes and delivers this Amendment, on behalf of the Association hereby certifying that the required amount of Owners have approved and adopted this Amendment as described in the recitals to this Amendment.

Mark Barron

Mark Barron, as Board President of the South Park Service Center Property Owners Association, Inc., a Wyoming nonprofit corporation

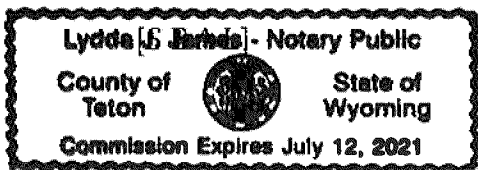
STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Mark Barron, as Board President of South Park Service Center Property Owners Association, Inc., a Wyoming nonprofit corporation, this 16th day of May, 2019.

WITNESS my hand and official seal.

Lydda J. James
Notary Public

My commission expires: 7/12/21



EXHBIT "A"

THE PROPERTY

Lots 1 - 4, 7, 8, and 11 - 20 of South Park Service Center Service Center Second Amended Subdivision, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on August 6, 1985 as Plat No. 592.

PIDN 22-40-16-17-4-04-019
22-40-16-17-4-04-018
22-40-16-17-4-04-017
22-40-16-17-4-04-016
22-40-16-17-4-04-006
22-40-16-17-4-04-005
22-40-16-17-4-04-002
22-40-16-17-4-04-003
22-40-16-17-4-04-008
22-40-16-17-4-04-013
22-40-16-17-4-04-014
22-40-16-17-4-04-015
22-40-16-17-4-04-012
22-40-16-17-4-04-009
22-40-16-17-4-04-007
22-40-16-17-4-04-004

Lot 21 of South Park Service Center Service Center Second Amended Subdivision, 2nd Filing, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on December 21, 2004 as Plat No. 1139.

PIDN 22-40-16-17-4-16-021

Lot 22 of South Park Service Center Service Center Second Amended Subdivision, Fourth Filing, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on May 5, 2010 as Plat No. 1295.

PIDN 22-40-16-17-4-22-001

Lot 24 of South Park Service Center Service Center Second Amended Subdivision, Fourth Filing, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on January 19, 2018 as Plat No. 1383.

PIDN 22-40-16-17-4-23-001

such property also being described as follows:

PARCEL NO. 1: That part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 17, T40N, R116W, Teton County, Wyoming, described as follows: Beginning at a point along the East line of the said NE $\frac{1}{4}$ SE $\frac{1}{4}$ which lies S00°12'E, a distance of 846.5 feet from the East $\frac{1}{4}$ corner of said Section 17; thence S00°12'E, 478.78 feet along the East line of the said NE $\frac{1}{4}$ SE $\frac{1}{4}$ to the SE corner thereof; thence S89°40.5'W, 1,134.11 feet to a point on the East right-of-way line of State Highway 26-89-187-189; thence N18°11.5'W, 506.35 feet along the said right-of-way line; thence N89°49'E, 1,290.53 feet to the corner of beginning; each corner being marked by a 2" galvanized steel pipe,

PARCEL NO. 2: That part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 17, T40N, R116W, Teton County, Wyoming, described as follows: Beginning at the East one-quarter corner of said Section 17; thence S00°12'E, 846.5 feet along the East line of the said NE $\frac{1}{4}$ SE $\frac{1}{4}$ to a point; thence S89°49'W, 1,290.53 feet to a point on the East right-of-way line of State Highway 26-89-187-189; thence N18°11.5'W, 133.65 feet along the said right-of-way line to its intersection with the West line of the said NE $\frac{1}{4}$ SE $\frac{1}{4}$ marked by a steel T-shaped stake with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS578"; thence N00°22'W, 718.87 feet along the said West line to the Northwest corner of the said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence N89°49'E, 1,333.2 feet, the base bearing the distance for this survey, to the corner of beginning; each corner being marked by a 2" galvanized steel pipe with brass cap appropriately inscribed; excepting therefrom that tract of land of record in the Office of the Clerk of Teton County in Book 10 of Deeds on page 522.

EXHIBIT "B"

BERM

