

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR JACKSON BUSINESS PARK

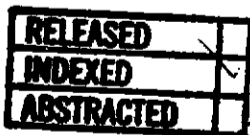
This is a Declaration of Covenants, Conditions and Restrictions regulating and controlling the use of real property, made effective this 9th day of JUNE, 1995, by Cheetah LLC, a Wyoming limited liability company, and Bath Industries, a Wyoming limited partnership, Declarants.

1. **Recitals.** Declarants are the owners of certain real property located in Teton County, Wyoming, described as Lots 1 through 17 of Jackson Business Park, according to that plat recorded as Plat No. 842 in the Teton County Clerk's Office on the 30th day of MAY, 1995 ("the property"). Certain lots within the property share contiguous parking areas. This Declaration is adopted to provide for the sharing of expenses for snow removal and maintenance expenses pertaining to contiguous parking areas.

2. **Declaration.** Declarants hereby declare that the lots of the property described hereafter shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following covenants, conditions and restrictions ("the covenants"). The covenants shall run with those lots of the property which are described hereafter and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to such lots, and shall inure to the benefit of every owner of an affected lot.

3. **Lots Affected by Covenants.** The following described lots within the Jackson Business Park have contiguous parking areas, and will benefit from commonly provided for snow removal and maintenance services for such contiguous parking areas:

- A. Lots 2, 3 and 4;
- B. Lots 5 and 6;
- C. Lots 10 and 11;
- D. Lots 12, 13 and 14.



Grantor: CHEETAH LLC ET AL
 Grantee: THE PUBLIC
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 By JULIE HODGES Deputy

4. **Contributions to Snow Removal and Maintenance Expenses.** Snow removal services and maintenance services shall be provided for the contiguous parking areas of the above described lots on a common basis, and the cost thereof shall be

apportioned equally among the affected lots so that Lots 2, 3 and 4 each bear one-third of common maintenance, repair and snow removal costs, Lots 5 and 6 share maintenance, repair and snow removal costs, Lots 10 and 11 share maintenance, repair and snow removal costs and Lots 12, 13 and 14 each bear one-third of common maintenance, repair and snow removal costs.

The obligation of a lot owner to contribute to contiguous parking area maintenance, repair and snow removal costs shall not commence until such owner commences using such lot. The use of a lot is defined, for purposes of this declaration, as completion of improvements thereon and the commencement of regular business activity on or from such lot.

5. Default - Enforcement. In the event that the owner of a lot subject to the provisions of this declaration fails or refuses to contribute such owner's share of the contiguous parking area maintenance, repair and snow removal costs, the other owner or owners of lots shall be entitled to recover the proportionate share of the defaulting owner, and, shall also be entitled to recover all costs of collection, including reasonable attorney's fees, whether suit is brought or not.

6. Amendment. These covenants shall only be subject to amendment by written instrument signed by ⁶⁰~~10~~ of the lot owners whose lots are encumbered hereby.

7. Duration Of These Covenants. All of the terms, covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the lots of the property described herein. If required by Wyoming law, this declaration shall be deemed to remain in effect for a term of twenty (20) years, and shall be automatically renewed for successive twenty (20) year terms, unless terminated by a recorded instrument signed by ⁶⁶~~10~~ of the lots subject to this declaration.

Dated effective the 9th day of JUNE, 1995.

