



These AMENDED COVENANTS & RESTRICTIONS for the LANDER BUSINESS PARK adopted on March 7, 2011, amend and replace the COVENANTS & RESTRICTIONS for the LANDER BUSINESS PARK previously filed with the Fremont County Clerk on 12/15/08 as Instrument 2008-1310884.

AMENDED  
COVENANTS & RESTRICTIONS  
LANDER BUSINESS PARK  
Lander, Wyoming 82520

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ARTICLE I: DECLARATION OF COVENANTS & RESTRICTIONS:

- 1.1 The real property is and shall be held, transferred, sold, leased, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as C&R's) herein set forth.
- 1.2 This Declaration intends to compliment and be a supplement to existing municipal ordinances of the City of Lander, and state and federal laws and regulations.

ARTICLE II: PURPOSE AND INTENT

- 2.1 The Lander Business Park was developed through a Business Ready Grant from the Wyoming Business Council to create opportunity for economic development in Lander while at the same time providing a stream of income for the Fremont County School District No. 1, the original owners of the land. The Lander Business Park is intended to be an extension of Main Street, an environment that welcomes pedestrians and is a "Place Where People Want to Be".

Accordingly this Declaration of Covenants and Restrictions will govern the development of the property to provide for long-term economic protection and enhancement of the value of the land and future structures through well-managed development and



maintenance practices. This Declaration supports creative, visually appealing site and building design in an inter-related environment that encourages architectural variation in the structures to be built on this property. It is intended to minimize congestion of vehicular and pedestrian circulation, preserve and enhance aesthetic values, and to promote public health, safety, convenience and general welfare. See the Conceptual Drawing appended hereto as Exhibit B.

- 2.2 The C&R's run with the land and are legally binding on all property owners, lessees, and lessors. Any sales, leases, mortgages, or other dispositions of land or any part thereof within the Park shall be subject to these C&R's which are intended to enhance and protect the value, desirability and attractiveness of all parcels to their mutual benefit.
- 2.3 To insure compliance, the C&R's establish procedures for the review of proposed development, remodel and repair plans by the Lander Business Park Association in addition to review by the appropriate department of the City of Lander.
- 2.4 The Lander Business Park is designated for retail business and professional offices, light manufacturing, research and development, commercial support and services, and the enjoyment of the public. Allowed uses shall not cause or produce a nuisance to surrounding properties, such as, but not limited to, excessive vibration, sound, electro mechanical disturbances, radiation, air or water pollution, fumes, gases vapors, acids, dust or the emission of odorous or toxic matter as defined by law or regulations.
- 2.5 Operations and uses generally allowed in the City of Lander General Commercial District C-1 shall be permitted except for the following:
  - 2.5.1 Automobile repair shops, body shops, or trailer and/or mobile home sales lots, when not a part of a manufacturing operation.
  - 2.5.2 Auto sales, manufactured homes sales, mobile home sales.
  - 2.5.3 Cemeteries.
  - 2.5.4 Commercial excavation of building or construction materials. This provision shall not prohibit excavation necessary for the construction of an approved building.
  - 2.5.5. Distillation of bones.
  - 2.5.6 Disposal including incineration or reduction of garbage, sewage, offal, dead animals, or other refuse.
  - 2.5.7 Fat rendering.
  - 2.5.8 Gasoline filling and service stations.
  - 2.5.9 Grocery supermarket or other store for the sale of food for off-premises consumption including baked goods, produce, fish, poultry or meat IF Safeway builds on the "Millennium Tract". If Safeway sells or otherwise relinquishes said property, this restriction is null and void.
  - 2.5.10 Implement sales and service.
  - 2.5.11 Jails and other places of incarceration.
  - 2.5.12 Pharmacies dispensing prescription pharmacy merchandise under the laws of the State of Wyoming requiring a registered or licensed pharmacist IF Safeway builds



on the "Millennium Tract". If Safeway sells or otherwise relinquishes said property, this restriction is null and void.

- 2.5.13 Lumber yards.
- 2.5.14 Stockyard or slaughtering of animals.
- 2.5.15 Storage and warehousing facilities not an integral part of a retail function.
- 2.5.16 Transportation facilities.
- 2.5.17 Veterinary clinic, dog runs.
- 2.5.18 Warehousing not a part of a sales operation.

## 2.6 Planned Unit Development

- 2.6.1 On Lot 1, Block 6 only, a residential Planned Unit Development may be constructed under the provisions of the current City of Lander Rules and Regulations.
- 2.6.2 Should such development occur, the developer shall provide for a Home Owners Association to assure continuing financing of common area maintenance and upkeep.
- 2.6.3 Such Association shall have one (1) vote only in the Lander Business Park Association and the P.U.D. Association shall be subject to all these Covenants and Restrictions of the Lander Business Park Association.
- 2.6.4 Such Association shall be responsible for all maintenance and upkeep of the common areas lying West of the centerline of Squaw Creek between Smith Court and the line where Squaw Creek passes into Fremont County School District One property South of West Elementary School.

## ARTICLE III: DEFINITIONS:

- Architect:** Any person holding a certificate of registration to practice architecture in the State of Wyoming.
- Association:** The Lander Business Park Association, the group of property owners and lessees established by the Tiger Joint Powers Board. See Article V of these C&R's and the Articles of Association and Bylaws appended hereto as Exhibit A.
- Developer/  
Declarant:** The Tiger Joint Powers Board and successor landowners.
- Common Area:** The portions of the Park that are under the control of the Tiger Joint Powers Board that are dedicated to the use of all property owners, tenants and the Public.



- Common: Expenses** All costs assessed against the parcel owners and tenants attributable to the common areas including expenses of administration, maintenance, repair or replacement of the common areas and facilities.
- Engineer:** Any person holding a certificate of registration to practice engineering in the State of Wyoming.
- Hazardous: Waste/Substances** Dangerous and extremely hazardous waste as described by the EPA.
- Lander: Business Park** The area of approximately 15.74 acres located at the west end of Main Street in Lander, Wyoming.
- Owner:** All persons or legal entities that hold legal ownership of parcels within the site, which includes the Tiger Joint Powers Board.
- On-street: Parking** Parking spaces on the streets within the development. They are unallocated and do not attach to any individual property and shall not be counted toward satisfying the parking space supply requirement of any individual property.
- Shared: Parking** Parking spaces that can be used to serve two or more properties without conflict or encroachment to make more efficient use of available land area.
- Parking: Space** Required parking spaces shall be 22 feet deep by 9 feet wide and maneuvering aisles 26 feet in width space and shall be shown on the site plan submitted to the Association for final approval.
- Parcel/Lot:** Any subdivided or otherwise approved lot.
- Property Line:** The boundary of every lot or parcel.
- Pro-rata: Share** The percentage or proportionate share of the whole for which an owner is responsible based on the relationship that the land area of that owner's property bears to the total useable land area.
- Sign:** Any structure, device or contrivance, electric or non-electric, upon which any poster, bill bulletin, printing, lettering, painting, device or other identification or advertising of any kind is used, placed, posted, pasted or otherwise fastened or affixed.
- Storm Water:** All facilities (above and below ground level) that serve the purpose of collecting, storing, disposal of facilities rain water or water generated from snow from the impervious surface of parking lots, drives, walks and streets.



**Substantial: Completion** The date when construction is sufficiently complete so the Owner can occupy or utilize the structure or designated portion thereof for the use for which it is intended and is so certified by the City of Lander Building Inspector.

**Tenant:** All persons or legal entities leasing or renting premises within the site.

**ARTICLE IV: LEGAL DESCRIPTION**

Is as shown on the final Plat of the Lander Business Park. See Exhibit C appended hereto.

**ARTICLE V: LANDER BUSINESS PARK ASSOCIATION:**

- 5.1 The Tiger Joint Powers Board shall establish the Lander Business Park Association (herein after call the "Association") governed by a Board of Directors, who shall act as provided for in bylaws entitled "ARTICLES OF ASSOCIATION AND BYLAWS FOR THE LANDER BUSINESS PARK ASSOCIATION", a copy of which is appended to these C&R's as Exhibit A.
- 5.2 The Association is hereby empowered to enforce adherence to these C&R's.
- 5.3 Tracts A, B and C are common ground which will become the property of the Association upon its establishment. The utilities located thereon are dedicated to the City of Lander or to the appropriate utility company.

**ARTICLE VI: DESIGN STANDARDS:**

The following standards attempt to ensure a continuity of style and quality of appearance while encouraging variety and individual character.

- 6.1 Architectural form:
  - 6.1.1 Texture, shape and materials shall be considered, such as vertically and horizontally varied building masses, articulated entrance(s), varying roof lines and pitches, and windows shapes and sizes.
  - 6.1.2 All necessary projections through the roof shall be organized into a form(s) that is integral to the character of the building (individual plumbing vents excepted).



- 6.1.3 Off-shape pre-built buildings, trailer, skid structures and similar structures are not allowed except when used for office, work and storage purposes by construction companies.
- 6.1.4 The front wall plane shall not run in one continuous direction for more than 50 feet without an offset or setback in the building faces, unless the building face contains windows, alcoves, canopies, cornices, cupolas or similar architectural features. At least 24% of the wall area fronting a street should possess such architectural features.
- 6.1.5 Multiple roof lines are encouraged. Large buildings should have height variations to give the appearance of distinct elements.
- 6.2 Awnings:
  - 6.2.1 Shall be permitted as accent, and/or accessory elements only.
  - 6.2.2 Are considered a high maintenance item the owner/tenant will be required to keep in good repair or remove from the structure.
- 6.3 External building materials:
  - 6.3.1. Materials suggested for primary use should provide an appearance of weight, mass and permanence such as brick, masonry, stone, textured concrete and surface bonding cement (which is textured, colored or treated to appear massive and permanent).
  - 6.3.2 Wood, tile and metal shall be used for accent or accessory detailing only and shall not exceed 25% of any façade of any building. (Window and door frames, architectural metal roof coverings and roll-up doors are excluded from the 25% coverage limitations.
  - 6.3.3 Unfinished metal and corrugated fiberglass shall not be permitted on roofs or walls. CorTen metal shall not be considered as unfinished under this paragraph.
  - 6.3.4 Painted surfaces are considered high maintenance and the owner/tenant will be required to keep such surfaces well maintained.
  - 6.3.5 Variations of this section may be submitted to the Association for approval.
- 6.4 Colors. Shall be integral to the materials; not painted or otherwise applied.
- 6.5 Electrical and Communication equipment, exterior:



- 6.5.1 Transformers and switching equipment (which of necessity must be above ground) shall be screened on all sides not required for maintenance access and be located behind the building walls facing public streets.
- 6.5.2 Satellite dishes and antennae must be fully integrated into building forms and / or landscape features.
- 6.5.3 Exterior lighting on buildings, poles or structures shall be kept clean and re-lamped for safety of the public.
- 6.5.4 Low-pressure sodium vapor lighting sources shall not be used.
- 6.5.5 All other electrical and communications devices shall be placed underground. Above ground utilities may be used on a temporary basis for construction but shall be removed prior to the date of substantial completion.
- 6.6 Entries. Shall be articulated. Use of overhangs, covered entries and courtyard entries are encouraged in order to create interest, provide weather shelter and foster a pedestrian scale.
- 6.7 Fences / Walls:
  - 6.7.1 Fences and / or walls between buildings and fronting streets are discouraged, but when necessary shall be designed as integral parts of the overall architectural and site design and shall require written approval of the Review Board.
  - 6.7.2 Chain link, wire and perimeter fences shall not be used.
- 6.8 Fire Stairs, exterior. Shall be enclosed.
- 6.9 Garbage and trash collection, loading, unloading and other service areas:
  - 6.9.1 Locate to minimize negative visual impacts, designed to be inconspicuous and to cause no nuisance to the public, to neighboring properties, or to occupants of the same or adjacent structures.
  - 6.9.2 Screens shall be designed as an integral part of the overall main building structure.
- 6.10 Landscaping within parcels:
  - 6.10.1 The entire surface area of each parcel shall be developed and maintained by the owner to provide a weed free and aesthetically pleasing area within the Business Park.



- 6.10.2 Excepting the footprint of the building and the required off-street parking area required by Sub-Paragraph 6.12.2, the surface area of the parcel and adjacent open areas between property lines and street curb shall be planted with a high quality grass with underground sprinkler and drip systems for permanent maintenance.
- 6.10.3 An owner may aesthetically xeriscape (or naturescape) an area in lieu of planting grass if detailed plans are approved by the Association and/or the Association determines that the area may be difficult or impossible for maintenance of grass. Such approval or determination is solely the prerogative of the Association.
- 6.10.4 A minimum of 5 trees (mix of evergreen and deciduous) shall be provided for lots less than 0.6 acres in size and 8 trees for lots in excess of 0.6 acres in size.
- 6.10.5 Evergreen trees shall be a minimum height of 5 feet above ground level at the time of planting and shall allow adequate clearance to all for full growth.
- 6.10.6 Deciduous trees shall be a minimum height of 8 feet above ground level at the time of planting.
- 6.10.7 Bushes shall be selected that do not interfere with sight lines of either pedestrian or vehicle traffic.
- 6.10.8 The owner is responsible for landscaping the corner of the lot that lies at the intersection of a street.
- 6.10.9 Landscaped areas shall be protected from vehicular damage by curb and gutters.
- 6.10.10 All landscaping shall be completed within 90 days following substantial completion of construction or the date of occupancy, whichever occurs first, or, no later than the soonest June 15<sup>th</sup> if winter weather has prevented completion within the preceding times.
- 6.11 Loading / unloading facilities:
  - 6.11.1. Facilities shall be screened from street view.
- 6.12 Parking shared:
  - 6.12.1 Required off-street parking (indicated in the following table) may be reduced by adjacent businesses by 10% each if one business is primarily





daytime oriented (8:00 am to 5:00 pm, examples being office, retail and banking uses) and the other business is primarily evening or nighttime oriented (peak activity level occurring after 4:30 pm, examples being grocery stores, liquor stores, quality restaurants).

**6.12.2 Parking spaces required:**

- a) Sports Club/Health Spa, Medical/Dental Clinic, Convenience Market, Bank with Drive-in & Walk-in Facilities:  
One (1) space per 1,000 square foot gross building area
- b) Government Office Building, Discount Store, Hardware/Paint/Home Improvement Store, Shopping Center:  
One and one-quarter (1¼) spaces per 1,000 square foot gross building area
- c) General Office, Office Park:  
One and three quarter (1¾) spaces per 1,000 square foot gross building area.
- d) Research Facility:  
Two and one half (2½) spaces per 1,000 square foot gross building area.
- e) Restaurant, Fast Food Facility:  
Three and one half (3½) spaces per 1,000 square foot gross building area.

**6.12.3 All parking areas, driveways and vehicle maneuvering areas shall be paved to provide dust-free, all weather surfaces.**

**6.12.4 In event Safeway builds upon the "Millennium Tract", no parking changes may be made in this document which involve Lot 1, Block 1 and Lot 1, Block 2, without the written approval and agreement of Safeway. If Safeway sells or otherwise relinquishes said property, this restriction is null and void.**

**6.13 Mechanical equipment, exterior:**

**6.13.1 Mechanical equipment, utility meters, storage tanks and similar shall be located in such a manner as to be concealed from public view or be installed underground.**

**6.13.2 Penthouses and equipment screening shall be of a design and material similar to and compatible with those used elsewhere in the structure.**



- 6.13.3 Mechanical equipment shall be located in such a manner that it does not cause a nuisance or discomfort from noise, fumes, orders, etc.
- 6.14 Retaining walls:
- 6.14.1 Shall be integrated into the building form or resolved into significant landscape materials.
- 6.14.2 No creosote treated, or "railroad tie" retaining walls shall be allowed.
- 6.15 Signs and flags:
- 6.15.1 Signs that might cause safety hazards and pole mounted signs are not allowed.
- 6.15.2 Signs shall not have flashing, blinking, fluctuating or neon lighting nor be internally lighted but may be otherwise tastefully illuminated.
- 6.15.3 Three flags of no more than 25 square feet each are permitted per parcel.
- 6.15.4 Flags for advertisement purposes and pennant-type are not permitted.
- 6.15.5 Traffic and parking signs should be the minimum necessary for safety, visually unobtrusive and consistent in format, coloring and lettering throughout the individual parcel.
- 6.15.6 Parcels containing multi-tenant spaces or buildings must submit a sign plan for the site as a whole to ensure continuity, quality and appropriateness of signs to the site building (s) and Park.
- 6.16 Site furniture and art: Can serve as an integral part of usable outdoor space. Such structures are encouraged and should be compatible with the architecture, color and materials of the main structure and appropriate to the character of the business park.
- 6.17 Snow / ice removal: Walks, parking and driveways shall be kept free of snow and ice to encourage foot traffic. Failure to do so within 24 hours of the termination of the snowstorm shall be cause for the Association to remove and charge the Owner/Lot lessee for the costs. Streets and street parking shall be the responsibility of the Association.
- 6.18 Surface water:
- 6.18.1 Rain and snowmelt water shall be collected on-site and channeled to underground storm drains.



6.18.2 Downspouts that cannot be diverted directly to storm drains shall terminate in tubes flush or below ground, walk, or driveway surface to empty into available street gutter.

6.19 Sidewalks at street frontage property lines:

6.19.1 Eight (8) foot wide by four inches thick colored concrete street front walks shall be provided by the Owner. This shall include the entire length of that side of all lots facing 11<sup>th</sup> and 12<sup>th</sup> Streets, Academic Way, Vocational Drive, Smith Court and the extension of Lincoln Street lying north of Block 1. The purpose of said walks is to provide easy pedestrian access to all lots and access to other features in the Park.

6.19.2 Walks shall meet or exceed City of Lander and ADA Standards including:

- a. 4" compacted gravel sub base.
- b. One-half inch (½") expansion joint material at radius points, junctions with existing concrete, intersections of sidewalk runs, juncture of curb, gutter and walks, around inlets, around manholes, around other structures and at intervals not exceeding 48 linear feet of continuous runs of walks. Preformed expansion joints shall be sealed with silicone joint sealant or if of common fibrous material, hold down ½" and seal with silicone joint sealant.
- c. Contraction joints every ten feet of walk with one-inch minimum depth and minimum width of one-eighth inch.
- d. Inspection by City Inspector in accordance with Section 601.04 of the City of Lander Standards and Specifications.
- e. Class A concrete shall be used with color to match other red colored concrete in the Business Park.
- f. Water/cement ratio meeting specifications at the ready-mix plant shall not be modified on the job site.
- g. Walks shall be sloped down toward the curb at one-quarter inch per foot.
- h. Where posts are required to be placed within the walk, a block-out shall be formed to allow placement of the post.

## ARTICE VII: REVIEW AND APPROVAL PROCEDURES

7.1 Approvals:

7.1.1 New construction, subsequent construction, improvement and / or demolition plans must be reviewed and approved by the Association prior to the start of any building or on-site activity.



- 7.1.2 Rules, regulations and codes: All development and improvements must comply strictly with the provisions of the C&R's and all applicable federal, state and local jurisdiction requirements. No section of these C&R's should be construed to supersede other applicable requirements and this Board's approval in no way constitutes a code or structural review or analysis. Where specifications differ between Code requirements and these guidelines, the most restrictive will apply.
- 7.1.3 The Association may approve in part, approve in total, approve with conditions, request resubmission for clarification / revision or deny any application. Failure of the Association to respond in one of these ways within sixty (60) days after receipt of a completed application, approval will automatically be granted and these C&R's shall be deemed as having been complied with.
- 7.1.4 However, a request for additional information or partial approval will serve to extend the review period an additional forty-five (45) days from that date and so on. No building, structure or improvement on-site shall be started prior to written approval from the Board. No construction or use that is inconsistent with the approved plans will be permitted until any such change has received final approval from the Board.

#### ARTICLE VIII: SUBMITTAL REQUIREMENTS

- 8.1 All submittals must always include:
- a. Name, address and phone number of owner and agent requesting approval.
  - b. Graphic scale (not less than 1" = 20'0" for site plans and 1/8" = 1'0" for structures.
  - c. North arrow.
  - d. Date of preparation.
  - e. Revisions from previous submittals delineated.
  - f. Status of submission. i.e. Preliminary, Preliminary / re-submission, Final.
- 8.2 Preliminary submission:
- 8.2.1 The preliminary (conceptual) proposal will allow the owner / developer to receive feedback from the Association, prior to committing to preparation of any construction drawings and documents.
- 8.2.2 Owner/developer must submit three sets of preliminary plans indicating the following:
- a. Description of proposed use.
  - b. Location of structures, easements, right-of-way and setback lines.



- c. Approximate location of access, parking areas, loading and storage areas.
- d. Approximate location of Common Features as provided for in these guidelines.
- e. Approximate location and type of landscaping features.
- f. Three dimensional renderings or models (optional, but encouraged).
- g. Conceptual sketches of building elevations, indicating materials.
- h. Building site drainage, and parking data calculations.
- i. Building material and color sample board if available (one copy only requested).

### 8.3 Final submission:

8.3.1 Final application shall be submitted in triplicate to the Association at the time of submission of documents for City and State approval. Each application will be reviewed for completeness and compliance with any previous changes, variations or exclusions. Should there be any reason for comment, clarification or restrictions, the Association will respond within thirty (30) days, otherwise if the application materials are complete, the review process will be considered complete.

### 8.3.2 Final application documents to the Association shall include:

- a. Description of proposed use.
- b. Location of all structures, easements, rights-of-way and setback lines.
- c. Layout and location of all access, parking areas including location and dimensions of spaces, circulation aisles, curbs, island and off-street loading areas.
- d. Layout and location of all exterior storage areas, including a description of materials to be stored and dimensions and description of screening materials.
- e. Location, dimension calculation, specifications and descriptions of all landscaping features and materials.
- f. Location, specifications, and catalog cuts for all exterior lighting fixtures.
- g. Location and specifications for all exterior electrical and mechanical equipment, utilities and easements.
- h. Location, description and specification for all fencing.
- i. Architectural elevations (indicating materials), floor plans, wall sections and details.
- j. Signage plan including design, color, dimensions, material descriptions, suggested message content and location.
- k. Data of site coverage by building and data calculations.



- l. Site drainage data and calculations, storm drainage and final topography.
- m. Color sample board.
- n. Temporary signs plan.
- o. Construction timetable indicating also time for approvals.

ARTICLE IX: CONSTRUCTION

9.1 Material storage:

- 9.1.1 No materials shall be stored on site until all permits have been received by the owner/builder.
- 9.1.2 Temporary structures may be used for storage and construction job offices on site; may not be used as overnight accommodation; and must be removed prior to Substantial Completion of the construction project.
- 9.1.3 Construction shall be commenced within 12 months of the date of Sale or Lease Agreement and shall be completed within 24 months of the date of receipt of the Building Permit. This time period may be extended by the Association for legitimate reasons.
- 9.1.4 Construction practices that minimize creation of dust and debris shall be used. All debris shall be removed on a daily basis.
- 9.1.5 Protect or replace all existing Park elements such as walks, driveways, trees and other landscaping features, streets, etc. from damage during construction by flagging, etc.

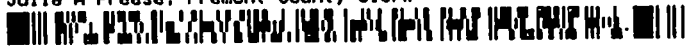
ARTICLE X: REVISIONS TO THE COVENANTS AND RESTRICTIONS

- 10.1 Circumstances for revision: Future circumstances might give rise to the need for revision to these C&R's such as:
  - 10.1.1 City, State or National Code changes that are more restrictive than these C&R's.
  - 10.1.2 New construction materials and/or methods that make these C&R's obsolete.
- 10.2 Procedure to accomplish a revision to these C&R's:
  - 10.2.1 Any land owner may present a request for change to the Association, each Association member to receive a full copy of the request at least one week prior to discussion of the request.



10.2.2 The Association, at its next regular meeting shall hold a hearing on the proposed changes as follows:


- a. A presentation by the person requesting the change shall be heard.
- b. Written and verbal comments shall be received by the Members of the Association and the general public.
- c. At the close of the hearing, the Association board shall receive a motion by any Member of the Association to proceed with the Revision. If the motion is seconded, the motion shall be discussed and a vote taken on the Motion. An affirmative vote of three quarters of the Quorum of the Association Members present shall be required for the Motion to proceed with the legal steps of changing the C&R's on the County Records.
- d. Any revisions shall be mailed/delivered to all parcel/lot owners and tenants and shall be amended to C&R's on record for distribution to future owners.




The above Covenant and Restrictions have been approved as amended this date by the Tiger Joint Powers Board and shall be file with the office of the Fremont County Clerk in their entirety.

TIGER JOINT POWERS BOARD:

March 3, 2008

  
RaJean Strube Fossen, Chairman

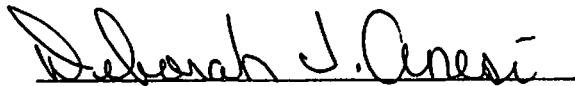
  
Kirk S. Schmidt, Secretary/Treasurer

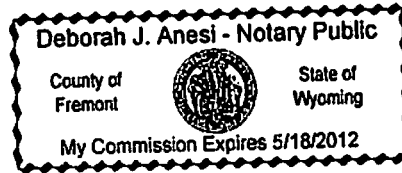
State of Wyoming

SS

County of Fremont

The foregoing instrument was acknowledged before me by RaJean Strube Fossen and Kirk S. Schmidt this 9th day of June, 2008.

  
Notary Public



My commission expires: May 18, 2012







Exhibit A

AMENDED

ARTICLES OF ASSOCIATION AND BYLAWS FOR THE  
LANDER BUSINESS PARK ASSOCIATION.  
LANDER BUSINESS PARK  
FREMONT COUNTY, LANDER, WYOMING

We, the Tiger Joint Powers Board, being duly created under the Wyoming Joint Powers Act (W.S. 10-1-101 through 16-1-109) and pursuant to W.S 17-22-101, do hereby create an unincorporated association of those persons who are from time to time the owners of the properties contained in the Lander Business Park of Lander, Wyoming.

**ARTICLE I: NAME**

The name of the association is the Lander Business Park Association.

**ARTICLE II: DURATION**

The period of duration is perpetual. The provisions of these Articles of Association, including the Bylaws hereinafter set forth, shall govern the regulation of the internal affairs of the Association.

**ARTICLE III: PURPOSE**

Until such time as at least 75% (11 of the 14 platted lots) have been sold, the Tiger Joint Powers Board shall act as the Association with all the power, duties, rights and indemnifications as stated in the following Articles. The purpose of the Association is:

- a) To enforce and direct adherence to the Covenants and Restrictions for the Lander Business Park.
- b) Adopt rules and regulations from time to time governing its activities not inconsistent herewith.
- c) Act as overseer of the Common Areas of the Park (shown as Tracts A, B, and C on the recorded plat) and to develop and carry out a plan of assessments against the Owners for maintenance of those areas.
- d) To distribute to any person, corporation or legal entity shall be come an owner within the park, a fully authenticated, up-to-date copy of these Articles of Association and Bylaws and the Covenants and Restrictions, including all amendments thereto, and it shall be a condition precedent to entering into a contract for sale of a parcel/lot

**ARTICLE IV: MEMBERSHIP**

- a) Prior to the sale of the eleventh lot, the Tiger Joint Powers Board will take all action and make all decision for which the Association is responsible and/or otherwise authorized.

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COVENANTS \$74.00 Judy Legerski  
Julie A Freese, Fremont County Clerk

- b) When the eleventh lot is sold, the membership of the Association shall be comprised of one member per lot owner as shown in the recorded plat and any approved revised plat thereof. Any person or entity owning more than one lot shall have one vote for each lot owned.
- c) When the eleventh lot is sold, the Association shall be deemed to be formed, and thereafter each owner of a parcel/lot on the real property described on the plat by virtue of the owner shop shall be a voting member of the Association with one vote for each lot owned.
- d) Member (or owner) shall mean a person, corporation or partnership or other legal entity holding the title and warranty deed to a parcel/lot. Lessees are only entitled to vote if so designated in writing by the owner of the parcel/lot. Those persons having a security interest in any property by virtue of a mortgage or a retained record title shall not be entitled to vote.

#### ARTICLE V: MEETINGS OF THE ASSOCIATION

- a) Upon the sale of the eleventh lot, the owners shall hold an annual Association meeting in January on a date to be fixed by the Board of Directors of the Association. Notice in writing of the time and place of the meeting shall be sent to each owner 14 days prior to the meeting date.
- b) The President or Secretary/Treasurer of the Association may call special meetings of the Association, as the need should arise by contacting all members of the Association in writing 14 days prior to the meeting date.
- c) At any annual or special meeting that is duly noticed and called as provided above, a quorum shall consist of a majority of the voting members attending the meeting.

#### ARTICLE VI: BOARD OF DIRECTORS

- a) Upon formation of the Association a Board of Directors, consisting of a minimum of 5 members, each of whom must be an owner of a lot, shall at all times manage the affairs of the Association including, but no limited to, all of the purposes listed in Article VII herein. The 5 members shall be elected at a duly noticed meeting for one-year terms to run concurrently with the calendar year.
- b) The Board of Directors shall have a minimum of three offices consisting of a President, Vice President and Secretary/Treasurer. Officers of the Boards shall be elected at a duly noticed meeting for one-year terms to run concurrently with the calendar year. .
- c) Any director may be removed from the Board by a majority vote of all owners. In the event of death, resignation or removal of a director, the successor shall be selected by the remaining members of the Board and shall serve the remainder of the un-expired term.
- d) No director shall receive compensation for service rendered to the Association, .but may be reimbursed for the actual amount of expenses approved in advance incurred during service to the Association.

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- e) Directors shall be indemnified against expenses actually and reasonably incurred by the director in conjunction with the defense of any action and shall not be held individually liable for negligence or misconduct in the performance of his/her duty to the Board of Directors.

**ARTICLE VII: POWERS AND DUTIES OF THE ASSOCIATION**

- a) The right to assess a fee to all owners equally for legitimate expenses incurred by the Tiger Joint Powers Board, acting as the Association prior to formation of the Association and of the Association after formation, including but not limited to, legal fees, taxes, liability insurance, operation, maintenance and repairs of common areas and any jointly held facilities.
- b) The right to file a mechanic's lien on any property for which the owner is in arrears for any or all required assessments. This shall include annual assessments and special assessments duly levied by the majority vote of the Tiger Joint Powers Board, acting as the Association prior to formation of the Association and of the Association after formation. If assessments are not paid currently, the Board of Directors may file a mechanic's lien against any owner's property within the Park.
- c) The right to require maintenance and upkeep of structures in accordance with the Covenants and Restrictions; and the right to perform the required maintenance of any non-conforming owner or tenant and to bill and/or fine that same owner/tenant as appropriate for reimbursement of all maintenance and management performed by the Association or the Tiger Joint Powers Board prior to the formation of the Association.
- d) To enforce the Covenants and Restrictions, and to review and approve development and construction plans prior to the start of any building, remodeling, demotion, landscaping, or on-site activity within the Park.
- e) All decisions, findings, and actions of or made by the Association regarding the proposed development or alternation of parcels shall be final, conclusive and binding upon the applicant, subject to the rules set forth in the Covenants and Restrictions.

**e) ARTICLE VIII: RECORDS**

- a) The Secretary/Treasurer is to keep the minutes of all meetings of the Association and of the Directors, including both annual meetings and special meetings. The minute book and treasurer's records shall at all times be open for inspection by all Directors and by any owner requesting an inspection.
- b) The Secretary/Treasurer shall be the custodian of the funds for the Association and shall report the financial position of the Association at each annual meeting. This position shall perform such other duties and possess such powers as are incident to that office including but not limited to: depositing all dues, assessments and other funds into a banking

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institution, paying legitimate expenses incurred, and invoicing members of assessments, dues and other charges approved by the Board of Directors.

**ARTICLE IX: AMENDMENTS**

- a) These bylaws may be amended at a regular or special meeting of the owners by a vote of a majority of owners present so long as the meeting consists of a quorum and is a duly called meeting.
- b) If any article or portion of these bylaws is nullified, voided or unenforceable under any Law or Regulation, all remaining provision shall continue to be valid and binding upon the Association.

**CERTIFICATE**

The aforesaid Articles of Association and Bylaws for the Lander Business Park Association have been approved this date by the Tiger Joint Powers Board and shall be filed with the final plat at the Fremont County Clerk's Office and the Wyoming Secretary of State in their entirety.

The Tiger Joint Powers Board;

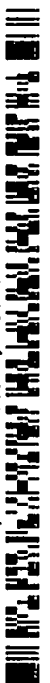
  
 \_\_\_\_\_  
 Chairman, Rajean Strube Fossen

4/28/08  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Secretary/Treasurer Kirk Schmidt

4/28/08  
 \_\_\_\_\_  
 Date

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 COVENANTS \$68.00 Tiger Joint Powers Board  
 Julie A Freese, Fremont County Clerk

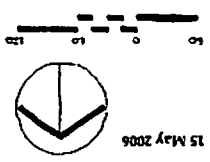


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**LANDER BUSINESS PARK**  
 Conceptual Drawing  
 Exhibit B

- BUFFER
- EXISTING WALL
- HALL STREET
- PROFESSOR STREET
- SEWARD STREET
- SQUAW CREEK
- POSSIBILITIES
- MULTI USE TRAIL
- BUILDING AREA
- PARKING AREA
- CIVIC AREA



15 May 2008

VIA

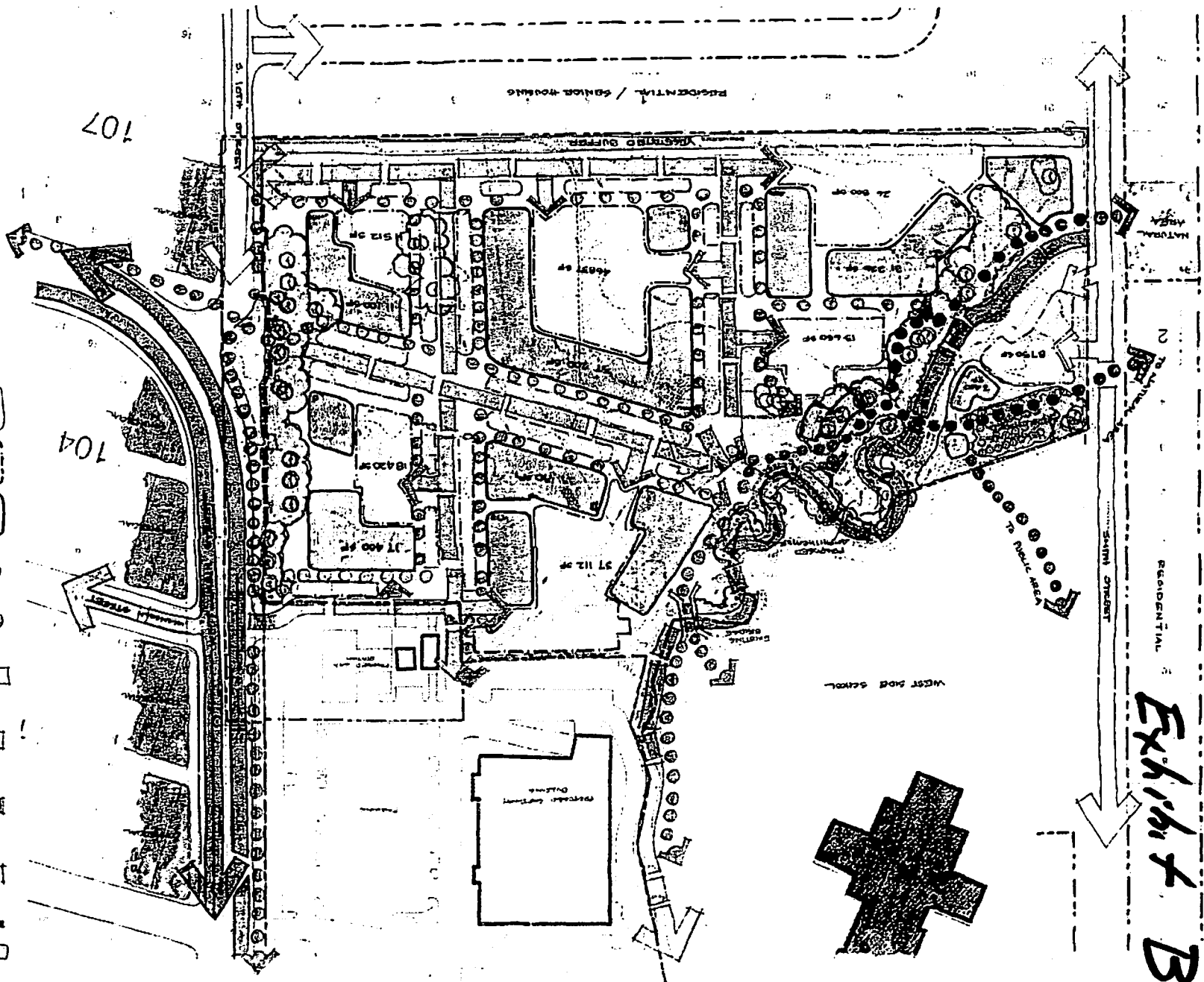


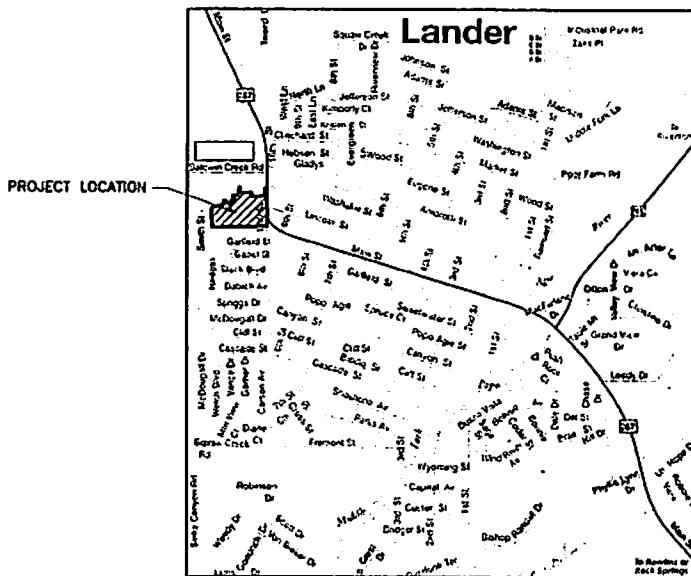
Exhibit B



# Exhibit C

## Boundary Traverse

Point no. 1 bears S00°51'29"E a distance of 542.60 feet  
 From the Northeast corner of Section 13; thence proceed:  
 S00°51'29"E a distance of 785.70 feet to point no. 2  
 S89°08'30"W a distance of 1155.25 feet to point no.3  
 N00°37'00"W a distance of 401.92 feet to point no.4  
 N70°13'02"E a distance of 275.16 feet to point no.5  
 N12°10'41"E a distance of 3.75 feet to point no.6  
 N02°32'24"W a distance of 11.53 feet to point no.7  
 N04°31'36"E a distance of 20.38 feet to point no.8  
 N29°15'01"E a distance of 20.22 feet to point no.9  
 S78°43'43"E a distance of 47.07 feet to point no.10  
 S54°26'52"E a distance of 19.13 feet to point no.11  
 S40°01'42"E a distance of 52.22 feet to point no.12  
 S48°48'34"E a distance of 41.55 feet to point no.13  
 N74°51'12"E a distance of 20.44 feet to point no.14  
 N41°26'28"E a distance of 30.30 feet to point no.15  
 N03°45'17"W a distance of 13.21 feet to point no.16  
 N50°46'54"W a distance of 25.21 feet to point no.17  
 N15°02'52"W a distance of 22.42 feet to point no.18  
 N38°19'02"E a distance of 24.66 feet to point no.19  
 S74°17'21"E a distance of 16.07 feet to point no.20  
 S23°10'14"E a distance of 30.64 feet to point no.21  
 N54°48'57"E a distance of 14.97 feet to point no.22  
 N14°14'18"E a distance of 62.82 feet to point no.23  
 N33°21'31"W a distance of 22.21 feet to point no.24  
 N59°31'42"W a distance of 31.48 feet to point no.25  
 N13°01'54"E a distance of 26.01 feet to point no.26  
 N37°15'38"E a distance of 10.74 feet to point no.27  
 N88°22'52"E a distance of 27.93 feet to point no.28  
 S78°08'30"E a distance of 31.15 feet to point no.29  
 S86°55'52"E a distance of 18.29 feet to point no.30  
 N79°39'51"E a distance of 22.77 feet to point no.31  
 N18°02'11"E a distance of 88.43 feet to point no.32  
 N17°27'08"W a distance of 21.30 feet to point no.33  
 N16°06'26"E a distance of 31.89 feet to point no.34  
 N32°06'39"E a distance of 21.12 feet to point no.35  
 N34°48'08"W a distance of 11.76 feet to point no.36  
 S89°05'12"E a distance of 12.12 feet to point no.37  
 S20°30'38"E a distance of 25.99 feet to point no.38  
 S12°41'24"W a distance of 93.21 feet to point no.39  
 N88°18'09"E a distance of 247.17 feet to point no.40  
 S01°26'29"E a distance of 76.72 feet to point no.41  
 S90°00'00"E a distance of 262.62 feet to point no.42  
 N00°52'38"W a distance of 162.82 feet to point no.43  
 N89°17'01"E a distance of 50.02 feet to point no.1



Vicinity Map  
 Section 13, T33N, R100W  
 Approx. Scale: 1" = 2000'

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THE BUILDING ENVELOPES OF THIS DEVELOPMENT ARE SUBJECT TO FURTHER DMSION.

THIS DEVELOPMENT WILL BE CONNECTED TO THE CITY OF LANDER WATER SUPPLY AND SEWAGE COLLECTION AND TREATMENT SYSTEMS

OWNER DOES NOT WARRANT TO LESSEE THAT HE HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER WITHIN OR ADJACENT TO THE DEVELOPMENT

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER TO PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER

THE ROADS OF THIS DEVELOPMENT WILL BE DEDICATED TO AND MAINTAINED BY THE CITY OF LANDER

THE WATER DISTRIBUTION AND SEWER COLLECTION SYSTEMS WITHIN THIS DEVELOPMENT ARE OWNED AND MAINTAINED BY THE CITY OF LANDER

DEVELOPMENT SHALL BE IN CONFORMANCE WITH THE APPROVED MASTER PLAN AND ANY AMENDMENTS THERETO TO BE FILED WITH THE CITY OF LANDER

TABLE OF LAND USES	
Zoning District:	Commercial
Total Area	15.74 Acres
Development Envelopes	6.33 Acres
Access and Utility Easements	6.47 Acres
Common Area/Open Space	2.94 Acres

SUBMITTAL DATE: 4 January 2006

APPROVED BY CITY OF LANDER PLANNING COMMISSION THIS \_\_\_\_ DAY OF \_\_\_\_, 20\_\_

## LANDER DOWNTOWN BUSINESS PARK CITY OF LANDER

**OWNER AND SUBDMIDER:**  
 The Tiger Joint Powers Board  
 c/o Fremont County School District No. 1  
 400 Baldwin Creek Road  
 Lander, Wyoming 82520  
 (307) 332-2870

**ENGINEER AND SURVEYOR:**  
 Nelson Engineering  
 Box 1599  
 Jackson, Wyoming 83001  
 (307) 733-2087

located within the  
 NE 1/4 NE 1/4, Section 13,  
 T33N, R100W, 6th P.M.,  
 City of Lander,  
 Fremont County, Wyoming

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DATE	DATE	REV.
01-19-08		

**NELSON ENGINEERING**  
 P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DRAWING TITLE  
 Final Plat

JOB TITLE  
 City of Lander  
 Lander Downtown Business Park

DRAWING NO  
 1  
 JOB NO  
 05-218-01