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STATE OF WYOMING } ss  
COUNTY OF JOHNSON }

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COUNTY OF JOHNSON )

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This instrument was Filed for record on 5-22-07 at 3:30M and was duly recorded in book 86A-63 page 702-706 Fee \$2000  
By [Signature] Register of Deed Deputy

**TO THE PUBLIC**  
**DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS**  
**LOT ONE**  
**ANTELOPE RUN SUBDIVISION**  
**JOHNSON COUNTY, WYOMING**

This Declaration, made on the date hereinafter set forth by Cowboy Town, Inc., hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the Owner of certain property in Johnson County, State of Wyoming, which is more particularly described upon the plat map as the same that is filed for record with the County Clerk and Recorder of Deeds for Johnson County, Wyoming, in connection with the Subdivision designated as the Antelope Run Subdivision situate in Johnson County, Wyoming, as the same that is described on "Exhibit A" attached hereto and incorporated herein by reference, and:

WHEREAS, Declarant desires to place certain Restrictive and Protective Covenants on Lot One of the Antelope Run Subdivision for the betterment of the health, safety, and welfare of the owners and occupants of said Lot One.

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of Lot One of the Antelope Run Subdivision and hereby specifying that these declarations shall constitute covenants not merely personal, but covenants the benefits and burdens of which run with all of the land and binding upon all parties having any right, title, or interest in the land or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of the Owner of Lot One of Antelope Run Subdivision.

**I.**  
**Designation of Lot**  
**and Setbacks**

Lot One in the Antelope Run Subdivision is hereby designated as Residential. No building shall be erected, placed, or permitted to remain on the lot other than one (1) single-family dwelling not to exceed two (2) stories in height (excluding basements), and a private garage for not more than three (3) cars, and one additional structure for storage or for housing animals within the limits of the covenants.

The lot shall not be further subdivided or split in any manner without the approval of the Johnson County Board of County Commissioners for Johnson County, Wyoming.

No building shall be closer than fifteen (15) feet from any property line or easement line.

**II.**  
**Nuisances**

No noxious or offensive activities shall be carried on upon Lot One, nor shall anything be done therein which may be, or may become, an annoyance or nuisance to the neighborhood.

**III.**  
**Temporary Structures**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used upon Lot One at any time as a residence, either temporary or permanently, except that for a period of one (1) year, temporary facilities may be placed upon Lot One which shall be reasonably required, convenient, or incidental to the construction of a permanent structure upon said Lot One.

**IV.**  
**Livestock**

No livestock, including domestic pets, shall be allowed to remain loose within Lot One. The owner of Lot One is required to keep all animals for which he is responsible within the confines of Lot One. No animal of any kind shall be raised or bred for commercial purposes. Animals not raised or bred for commercial purposes are permitted so long as the number, type, or habitat of the animal does not become offensive or a nuisance to the neighborhood.

Agriculture purposes shall be allowed until the time the lots are used for residential purposes if leased by an adjacent landowner.

V.  
**Perimeter Access**

Lot One in the Subdivision shall not be used at any time as a means of access from Trabling Road to any other lands not included in the Subdivision.

VI.  
**Water Supply**

1. **NO PROVISION IS MADE IN THE ANTELOPE RUN SUBDIVISION FOR PUBLIC OR CENTRAL DOMESTIC WATER SOURCE.**
2. No individual water supply system shall be permitted on Lot One in the Subdivision unless the system is located, constructed, and equipped in accordance with the requirements of State law, appropriate State agencies, and regulations promulgated by Johnson County. Provided further that no well may be dug, drilled, or installed upon Lot One unless it meets all requirements of the State of Wyoming for well drilling and installation. All wells must be registered with the State Engineers Office upon completion.

VII.  
**Sewage Disposal**

1. **NO PROVISION IS MADE IN THE ANTELOPE RUN SUBDIVISION FOR CENTRAL SEWAGE SYSTEMS.**
2. No individual sewage disposal system shall be permitted on Lot One in the Subdivision unless the sewage disposal system is located, constructed, and equipped in accordance with the requirements of State law, appropriate State agencies, and regulations promulgated by Johnson County. Approval in the form of a Permit to Construct shall be obtained from the proper agencies prior to actual construction of any system.

VIII.  
**Subdivision Roads**

1. **NO PROVISION IS MADE IN THE ANTELOPE RUN SUBDIVISION FOR THE PUBLIC MAINTENANCE OF ROADS.**

IX.  
**Disclosure Statement**

A Disclosure Statement has been prepared as per Johnson County Subdivision Regulations and attached to these Protective Covenants as Exhibit "B".

X.  
**Pollution of Waters**

In the interest of public health and sanitation and so that the land known as the Antelope Run Subdivision and all other land in the same locality can be benefited by a decrease in the hazards of stream pollution and by protection of water supplies, recreations, wildlife, and other public uses thereof, the owner of Lot One will not use or permit the use of Lot One for any purpose that will result in the degradation of these uses nor allow pollution of any stream, lake, or body of water within the subdivision.

No alterations shall be made to the banks of any stream, lake, or pond which shall harm the natural aesthetics of the immediate area or which will permit the introduction of refuse, sewage, equipment, or other materials which might affect these uses or pollute the waters or otherwise impair the ecological balance of the surrounding lands.

XI.  
**Garbage and Refuse Disposal**

Lot One shall not be used or maintained as a dumping ground for rubbish and debris, nor shall the lot be used as a storage area for non-operative motor vehicles, miscellaneous parts or supplies, or other unsightly material. Trash, garbage, and other waste shall be kept in sanitary containers. Rocks, dirt piles, and construction debris shall be promptly removed from the lots after construction of buildings.

XII.  
**General Conditions**

Each of the conditions and covenants set forth above shall continue and be binding upon Declarant and upon its successors and assigns, and upon each of them and all parties and persons claiming under them for a period of ten (10) years from the date hereof, and automatically shall be continued thereafter for successive periods of (10) years. It is, however, provided that the owner of Lot One subject to these covenants may release all or any part of the land so restricted from any one or more of said restrictions by executing and acknowledging an appropriate agreement in writing and filing the same in the Office of the County Clerk for Johnson County, Wyoming. The recorded certificate of an abstractor doing business in Johnson County, Wyoming, as to the record ownership of the property hereby restricted shall be deemed conclusive evidence of ownership thereof.

**XIII.**  
**Enforcement**

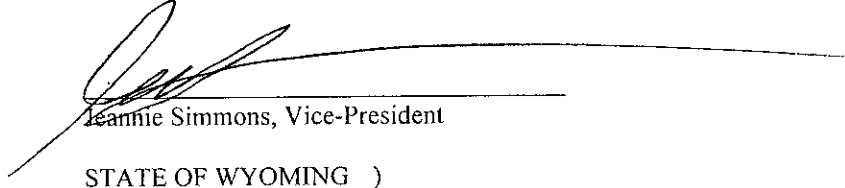
The covenants herein set forth shall run with the land and bind the present owner, their successors and assigns, and all parties claiming under them shall be taken to hold, agree, and covenant with the owner of said Lot One, his successors, assigns, and with each of them, to conform to said restrictions. The purchase of Lot One within the Antelope Run Subdivision is taken as an assent to be bound by these covenants during the period of ownership and to abide thereby. Declarant, or the owner of the Lot One, shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce observance of the restrictions above set forth, in addition to ordinary legal action for damages.

The failure of Declarant or of the owner of Lot One hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be a waiver of the right to enforce any subsequent violation. Reasonable attorney's fees shall be recovered as required in any proceeding either to enjoin violation of the Declaration of Protective Covenants or to recover damages resulting from such violation. The violation of these restrictions shall not defeat nor render inviolate the lien of any mortgage of deed or trust made in good faith and for value.

**XIV.**  
**Severability**

Invalidation of any one of these covenants by judgment or Court order shall in no way or manner affect any of the other provisions which shall remain in full force and effect.

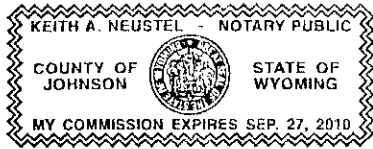
IN WITNESS THEREOF, the undersigned being the Declarant herein, has hereunto set her hand this 22<sup>nd</sup> day of May, 2007.


  
\_\_\_\_\_  
Jeannie Simmons, Vice-President

STATE OF WYOMING )  
                                  )ss  
COUNTY OF JOHNSON )

The foregoing instrument was acknowledged before me by Jeannie Simmons, Vice-President, of Cowboy Town, Inc. this 22<sup>nd</sup> day of May, 2007.

Witness my hand and official seal.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: 9/27/10

**EXHIBIT "A"**

**Perimeter Description**  
**Lot One**  
**Antelope Run Subdivision**

A tract of land located in the NW $\frac{1}{4}$  of Section 33, T49N, R81W, of the 6th P.M., Johnson County, Wyoming, said tract of land being more particularly described as follows:

Commencing at an aluminum capped rebar stamped PE&LS 2085 marking the West  $\frac{1}{4}$  corner of said Section 33;

thence N00°59'48"E along the West line of said Section 33 a distance of 1267.77 feet to a point, said point being the true point of beginning of said tract of land;

thence continuing along said West line of said Section 33, N00°59'34"E a distance of 1382.61 feet to the northwest corner of said Section 33;

thence S89°53'20"E along the North line of said Section 33 a distance of 8.75 feet to a point, said point lying on the existing centerline of Trabing Road (County Road No. 13);

thence along said existing centerline of said Trabing Road, S18°47'05"E a distance of 896.21 feet to a point;

thence continuing along said existing centerline of said Trabing Road, S24°11'02"E a distance of 460.13 feet to a point;

thence S77°22'47"W a distance of 522.52 feet to the true point of beginning.

Said tract of land containing 7.74 acres, more or less.

**EXHIBIT "B"**

**Disclosure Statement**  
**Lot One**  
**Antelope Run Subdivision**  
**Johnson County, Wyoming**

1. **Water Supply:** All on-site water wells shall be permitted by the Wyoming State Engineers Office, 4E Herschler Building, Cheyenne, WY 82002-0370, and shall conform to any and all State regulations.
2. **Sewage System:** All on-site septic sewage systems shall be permitted by the Johnson County Sanitarian and shall conform to all applicable Wyoming Department of Environmental Quality Rules and Regulations.
3. **Covenants:** Recorded Covenants are on file in the Office of the Clerk of Johnson County, Wyoming, 76 North Main Street, Buffalo, Wyoming.
4. **Homeowners Association:** No Homeowners Association has been formed.
5. **Garbage Disposal:** The nearest landfill is at 284 TW Road and is presently operated by the Johnson County Solid Waste District. Information on fees can be obtained at the Johnson County Commissioners Office, 76 North Main Street, Buffalo, WY 82834. Privately owned garbage collection is available to Johnson County residents.
6. **Fire Protection:** Johnson County provides a volunteer fire department. The Johnson County Fire Control building is located at 314 Railroad Avenue, Buffalo, Wyoming. For information contact the Johnson County Commissioners Office, 76 North Main Street, Buffalo, WY 82834.
7. **Flooding:** No land within this subdivision is subject to stream and/or creek flooding.
8. **Zoning:** Zoning is governed by the Covenants and is Residential.
9. **Postal Service:** The nearest Post Office is located at 193 South Main Street, Buffalo, Wyoming.
10. **Surface Water Rights:** No surface water rights exist on the land.
11. **Utility Providers:**
  - A. Telephone: Quest Corporation  
3401 South Douglas Hwy.  
Gillette, WY 82718
  - B. Electric: Powder River Energy Corp.  
P.O. Box 930  
Sundance, WY 82729