

COPY

FINAL DRAFT II

Restrictions indicating a prohibition  
of integration or discrimination based  
on race, color, religion, sex, handicap,  
familial status, or marital status are  
hereby deleted to the extent such  
restrictions violate 42 USC 3601(c).

R E S T R I C T I V E      C O V E N A N T S

BUFFALO COMMERCIAL PARK

Michael Markovsky and Lillian M. Markovsky, fee owners of the following described real property located in the County of Johnson, State of Wyoming, the same being the real property now duly platted as Buffalo Commercial Park, a subdivision of the County of Johnson, as such plat is now recorded in Book 2, at page 52 of the records in the Office of the Clerk and Register of Deeds of the County of Johnson, State of Wyoming, hereby make the following declarations as to limitations, restrictions and uses to which the lots or tracts constituting said Subdivision may be put and hereby specify that such declarations shall constitute covenants to run with all the land as provided by law and shall be binding on all the parties and all persons claiming under them and for the benefit of and limitations on all future owners in said Subdivision. This declaration of restrictions being designed for the purpose of keeping the Subdivision desirable, uniform and suitable in architectural design and use as specified herein.

I

Buffalo Commercial Park shall be restricted to commercial usage. There shall be no residential dwellings, habitats, trailer houses or other homes of any nature whatever constructed in that area known as Buffalo Commercial Park.

II

There shall be no mining of any type or nature permitted.

III

No lot within the Buffalo Commercial Park Subdivision which borders Clear Creek shall be altered so as to harm the natural beauty, fish, wildlife, flora or fauna of Clear Creek.

IV

There shall not be erected on any part of the property herein conveyed any building in which any business offensive,

noxious or detrimental to the use of the land in Buffalo Commercial Park shall be conducted nor shall Buffalo Commercial Park be used for any purpose that as a matter of common experience tends to create a nuisance. Activities prohibited hereunder include, but are not limited to, the following: maintenance of any slaughterhouse, cannery, paper mill, tannery, salvage or junk yard and feed lot.

V

No well for the production of or in which there may be produced oil or gas shall be drilled or operated on the premises nor shall any machinery, appliance or structure be placed, operated or maintained thereon in connection with such activities.

VI

In the interest of public health and sanitation and so the land known as Buffalo Commercial Park and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife and other public uses thereof, the Grantee will not use the above-described property for any purpose that would result in the pollution of Clear Creek. No alterations shall be made to the banks of Clear Creek which shall harm the natural aesthetics of Clear Creek or which will permit the introduction of refuse, sewage or other material which might tend to pollute the waters of Clear Creek or otherwise impair the ecological balance of the surrounding lands.

VII

No lot within said Buffalo Commercial Park may be resubdivided without the express written permission of the Johnson County Planning Commission and the Johnson County Commissioners.

VIII

It is agreed and covenanted that all access to lots within said Buffalo Commercial Park shall be by means of Commercial Park Drive only.

05853

Filed for record Aug. 13, 1981 at 1:40 o'clock  
Recorded in Book 364-23 of Maps page 389-93  
William P. Cobbs  
COUNTY CLERK

12 DEPUTY  
W. P. Cobbs

04497  
STATE OF WYOMING }  
COUNTY OF JOHNSON } SS  
This instrument was filed for record on July 8, 1981  
at 10:15 A.M., and was duly recorded in Book 364-23 page  
389-93 Fee \$ 12.00  
William P. Cobbs Register of Deeds.  
By \_\_\_\_\_ Deputy

IX

It is covenanted that only sealed septic systems shall be used within Buffalo Commercial Park. Before installation of any septic system, notice shall be given by the owner of said parcel that said system is being installed by license or permit of the Wyoming Department of Environmental Quality. The owner or person causing said system to be installed shall submit a copy of the DEQ permit to the Planning Commission prior to commencement of construction of said septic system. In addition, the owner shall notify the Planning Commission of the planned installation date to allow inspection and observation of the construction and installation of said septic system. In the event it is deemed necessary, the Planning Commission may require a performance bond to guarantee proper installation of a septic system.

X

No surface water wells shall be allowed within Buffalo Commercial Park. Further, any and all water wells within Buffalo Commercial Park shall be cemented to the surface to safeguard the health and safety of all owners and users of Buffalo Commercial Park property.

XI

None of these restrictions and/or covenants may be changed or cancelled without the permission of the Johnson County Planning Commission and the Board of County Commissioners of Johnson County.

XII

It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way effect any other covenant, condition, or restriction.

XIII

Any of the covenants, restrictions, or conditions contained herein which may, in the sole discretion of the Board of County Commissioners for Johnson County, Wyoming, be in the public interest, may, in the sole discretion of the Board of County Commissioners for Johnson County, Wyoming, be enforced in

tract owner can seek to enforce the same in any proceeding of law or equity. Reasonable attorney's fees shall be recovered by the County in any proceeding either to enjoin a violation of these Restrictive Covenants or to recover damages resulting from such violation.

IN WITNESS WHEREOF, the undersigned, being the owners herein, have hereunto set their hands and seal this 8<sup>th</sup> day of June, 1981.

Michael Markovsky  
MICHAEL MARKOVSKY

Lillian M. Markovsky  
LILLIAN M. MARKOVSKY

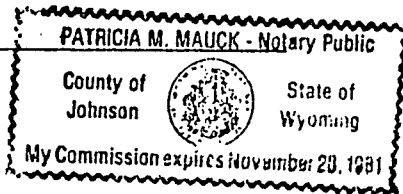
THE STATE OF WYOMING )  
COUNTY OF JOHNSON )

The following instrument was acknowledged before me by MICHAEL MARKOVSKY and LILLIAN M. MARKOVSKY this 8 day of June 1981.

Witness my hand and official seal.

Patricia M. Mauck  
Notary Public

My Commission expires: \_\_\_\_\_



STATE OF WYOMING )  
County of Johnson ) ss

A F F I D A V I T

COMES NOW your Affiant, Michael Markovsky, upon his oath states  
as follows:

I

That I, Michael Markovsky, intend to subdivide Buffalo Commercial  
Park.

II

That I, Michael Markovsky, plan and will put the roads in said  
subdivision, as per Johnson County Subdivision Standards.

III

That I, Michael Markovsky, have sufficient resources to provide  
for the building of said roads.

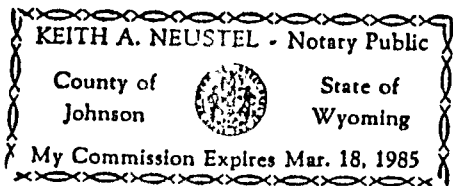
FURTHER YOUR AFFIANT SAITH NOT.

DATED this 16<sup>th</sup> day of June, 1981.

Michael Markovsky  
MICHAEL MARKOVSKY

STATE OF WYOMING )  
County of Johnson ) ss

The foregoing instrument was acknowledged before me by MICHAEL  
MARKOVSKY this 16<sup>th</sup> day of June, 1981.



Keith A. Neustel  
Notary Public

My Commission expires:

March 18, 1985