

II. ANIMALS

THE OWNER OF EACH LOT IS REQUIRED TO KEEP ALL PETS AND ANIMALS FOR WHICH HE IS RESPONSIBLE WITHIN THE CONFINES OF THAT LOT.

III. WATER SUPPLY

DOMESTIC WATER SUPPLY IN THE COWBOY TOWN SUBDIVISION IS PROVIDED BY THE CITY OF BUFFALO.

IV. SEWAGE DISPOSAL

A JOINTLY OWNED AND JOINTLY MAINTAINED SEWERAGE COLLECTION SYSTEM IS LOCATED IN COWBOY TOWN SUBDIVISION. EACH LOT WITHIN SAID SUBDIVISION WILL BE SERVICED BY THIS SYSTEM AND ALL SEWAGE WILL BE PUMPED TO THE CITY OF BUFFALO'S SEWERAGE TREATMENT FACILITY. EACH LOT OWNER WILL PAY HIS SHARE OF CONNECTION AND OR INSTALLATION FEES AS WELL AS BEING RESPONSIBLE FOR ANY AND ALL MONTHLY FEES AND SHALL ACCEPT A PROPORTIONAL COST OF ALL SERVICES AND OR MAINTENANCE TO SAID SYSTEM. THERE WILL BE NO INDIVIDUAL SEPTIC OR SEWER SYSTEMS ALLOWED IN COWBOY TOWN SUBDIVISION AND NO LOT OWNER WILL DISPOSE OF ANY TOXIC MATERIALS THROUGH THIS SYSTEM THAT WOULD HARM OPERATIONS OR TREATMENT OF SEWERAGE.

V. GARBAGE AND REFUSE DISPOSAL

TRASH, GARBAGE, AND ALL OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS IN AN AREA TO BE RESTRICTED FROM VIEW. NO PART OR PORTION OF ANY LOT SHALL BE USED FOR THE DUMPING AND OR CONTAINMENT OF GARBAGE OR UNSIGHTLY DEBRIS. NON- OPERATIVE MOTOR VEHICLES, UNLESS IN THE STATE OF REPAIR, SHALL BE KEPT OR STORED UPON THE PROPERTY.

VI. NUISANCES

NO ACTIVITIES OR ACTS SHALL BE CONDUCTED OR CONDONED WHICH WOULD BE CONSIDERED BY THE PUBLIC TO BE NOXIOUS OR A NUISANCE.

VII. GENERAL CONDITIONS

USE REGULATIONS. THE FOLLOWING USES SHALL BE PERMITTED.

1. ANY RETAIL BUSINESS.
2. A PUBLIC GARAGE OR FILLING STATION.
3. AGRICULTURE, GARDENING, AND NURSERY FOR THE PROPAGATION OF PLANT.
4. MOTELS.
5. SHOE SHOP, TAILOR SHOP, BARBER SHOP, OR BEAUTY PARLOR.
6. BUSINESS OR COMMERCIAL SCHOOL, STUDIO.
7. BAKERY, NOT EMPLOYING MORE THAN FIVE (5) PERSONS IN THE PREPARING AND MAKING OF ITS PRODUCTS.
8. OFFICES, THEATER, BANK OR RESTAURANT.
9. LAUNDRY OR DRY CLEANING ESTABLISHMENT EMPLOYING NOT MORE THEN FIVE (5) PERSONS ENGAGED IN LAUNDRY AND DRY CLEANING WORK.
10. ADVERTISING SIGNS: NO SIGN SHALL BE CONSTRUCTED ON ANY LOT THAT WILL BLOCK ANY OTHER SIGN OR BUILDING ALREADY IN EXISTENCE WITHIN THE SUBDIVISION AND ALL SIGN PLACEMENTS SHALL MEET ALL COUNTY OR HIGHWAY DEPT. CRITERIA.

COWBOY TOWN SUBDIVISION:

PAGE 3

11. ACCESSORY BUILDINGS AND USES CUSTOMARILY INCIDENTAL TO ANY OF THE ABOVE USES.
12. MOBILE HOMES ARE NOT AN ALLOWABLE USE. (ORD. 1050, 7-87)
13. PARKING REGULATIONS:
MOTELS SHALL HAVE 1 OFF STREET PARKING SPACE PER UNIT. ALL LOT OWNERS SHALL PROVIDE AMPLE PARKING SPACES FOR EACH LOT AND SHALL DO THEIR BEST TO PROPERTY INDICATE AND MAINTAIN THEIR OWN PARKING AREAS. EACH JOINT ENTRANCE SHALL BE COMMONLY MAINTAINED BY EACH LOT OWNER IN THE SUBDIVISION SERVICED BY ENTRANCE.

VIII.

ENFORCEMENT

LOTS WITHIN SUBDIVISION SHALL NOT BE USED FOR:

1. ACETYLENE GAS MANUFACTURE OR WHOLESALE STORAGE.
2. ACID MANUFACTURE.
3. AMMONIA, BLEACHING POWDER OR CHLORINE MANUFACTURE.
4. BLAST FURNACE.
5. ASPHALT MANUFACTURE OR REFINING, PAVING MIXTURE PLANT.
6. BAG CLEANING.
7. BOILER WORKS.
8. BRICK, TILE OR TERRA COTTA MANUFACTURE.
9. CEMENT, LIME, PLASTER OF PARIS OR GYPSUM MANUFACTURE.
10. CENTRAL MIXING PLANT FOR CEMENT, MORTAR, PLASTER OR CONCRETE.
11. CREOSOTE TREATMENT OR MANUFACTURE.
12. DISINFECTANTS MANUFACTURE.
13. DISTILLATION OF BONES, COAL OR WOOD.
14. DYESTUFF MANUFACTURE.
15. EXTERMINATOR AND INSECT POISON MANUFACTURE.
16. FAT RENDERING.
17. FORE PLANT.
18. FERTILIZER MANUFACTURE.
19. GARBAGE, OFFAL OR DEAD ANIMALS INCINERATIONS, REDUCTION OR DUMPING.
20. GLUE, SIZE OR GELATINE MANUFACTURE.
21. IRON, STEEL, BRASS OR COPPER MILL.
22. JUNK, USED MATERIAL, AUTO WRECKING, SALVAGE, PAPER, SCRAP, BOTTLES OR RAGS, BALING OR STORAGE EXCEPT WHERE SUCH ACTIVITIES ARE CARRIED ON ENTIRELY WITHIN A BUILDING.
23. MILLS, FEED OR FLOUR.
24. ORE REDUCTION OR SMELTING.
25. PAINT, OIL SHELLAC, TURPENTINE OR VARNISH MANUFACTURE.
26. PAPER AND PULP MANUFACTURE.
27. RUBBER OR GUTTA PERCHA MANUFACTURE OR TREATMENT.
28. SHOE POLISH MANUFACTURE.
29. SODA AND COMPOUND MANUFACTURE.
30. SLAUGHTER AND DRESSING OF ANIMALS, BUT NOT INCLUDING POULTRY AND RABBIT DRESSING.
31. STOCKYARDS.
32. TALLOW, GREASE OR LARD MANUFACTURE OR REFINING INCLUDING PROCESSING OF ANIMAL FAT.
33. TANNING, CURING OR STORAGE OR RAW HIDES OR SKINS.
34. TAR ROOFING OR WATERPROOFING MANUFACTURE.

35. TAR DISTILLATION OR MANUFACTURE.
36. VINEGAR MANUFACTURE.
37. WOOL PULLING OR SCOURING.
38. YEAST PLANT.
39. MOBILE HOMES ARE NOT AN ALLOWABLE USE. (ORD. 1050, 7-87)

IX. STRUCTURAL APPEARANCE

ALL BUILDINGS AND OR ACCESSARY BUILDINGS AND INCLUDING FENCES AND BLINDS SHALL BE CONSTRUCTED TO MATCH EXISTING ARCHITECTURAL THEMES AND DESIGNS AND MATERIALS USED IN CONSTRUCTION SHALL BE COMPATIBLE TO EXISTING STRUCTURES WITHIN THE SUBDIVISION.

X. GENERAL CONDITIONS

EACH OF THE COVENANTS SET FORTH ABOVE SHALL CONTINUE AND BE BINDING UPON THE DECLARANT AND UPON THEIR SUCCESSORS AND ASSIGNS, AND UPON EACH OF THE, AND ALL OF PARTIES AND PERSONS CLAIMING UNDER THEM FOR A PERIOD OF 10 YEARS FROM THE DATE HEREOF, AND AUTOMATICALLY SHALL BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF 5 EACH. IT IS HOWEVER, PROVIDED THAT THE OWNERS OF NOT LESS THAN SEVENTY FIVE (75) PERCENT OF THE RECORD FEE TITLE OWNERS OF LOTS SUBJECT TO THESE COVENANTS, MAY RELEASE ALL OR ANY PARTS OF THE LAND SO RESTRICTED FROM ANY ONE OR MORE OF SAID RESTRICTIONS, OR MAY CHANGE OR MODIFY ANY ONE OR MORE OF SAID RESTRICTIONS WITH THE APPROVAL OF THE JOHNSON COUNTY PLANNING COMMISSION AND THE JOHNSON COUNTY BOARD OF COUNTY COMMISSIONERS 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 ABTRACTOR DOING BUSINESS IN JOHNSON COUNTY, WYOMING AS TO RECORD OWNERSHIP OF THE PROPERTY HEREBY RESTRICTED SHALL BE DEEMED CONCLUSIVE EVIDENCE OF OWNERSHIP THEREOF.

XI. ENFORCEMENT

THE COVENANTS HEREIN SET FORTH SHALL RUN WITH THE LAND AND BIND THE PRESENT OWNERS, THEIR SUCCESSORS AND ASSIGNS, AND ALL PARTIES CLAIMING UNDER THEM SHALL BE TAKEN TO HOLD, AGREE, AND COVENANT WITH THE OWNERS OF SAID LOTS, THEIR SUCCESSORS, ASSIGNS, AND WITH EACH OF THEM, TO CONFORM TO SAID RESTRICTIONS. THE PURCHASE OF ANY LOT WITHIN COWBOY TOWN 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 ANY OF THE LOTS SHALL HAVE THE RIGHT TO SUE FOR AND OBTAIN 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 ANY OF THE OTHER LOTS 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 RIGHTS TO ENFORCE ANY SUBSEQUENT VIOLATIONS.

REASONABLE ATTORNEYS 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 VIOLATIONS. THE VIOLATION OF THESE RESTRICTIONS SHALL NOT DEFEAT NOR RENDER INVIOATE THE LIEN OF ANY MONTAGES OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

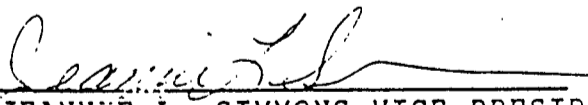
XII. ENFORCEMENT BY COUNTY


ANY OF THE COVENANTS, RESTRICTIONS, OR CONDITIONS CONTAINED HEREIN WHICH MAY, IN THE SOLE DISCRETION OF THE JOHNSON COUNTY BOARD OF COUNTY COMMISSIONERS, BE IN THE PUBLIC INTEREST, MAY, AT THE SOLE DISCRETION OF THE JOHNSON COUNTY BOARD OF COUNTY COMMISSIONERS, BE ENFORCED IN THE SAME MANNER AND UPON THE SAME TERMS AND CONDITIONS AS ANY LOT OWNER CAN SEEK TO ENFORCE THE SAME IN ANY PROCEEDING OF THE LAW OR EQUITY. REASONABLE ATTORNEYS FEES SHALL BE RECOVERED BY THE COUNTY IN ANY PROCEEDING EITHER TO ENJOIN A VIOLATION OF THE DECLARATION OF PROTECTIVE COVENANTS OR TO RECOVER DAMAGES RESULTING FROM SUCH VIOLATIONS. THE PURCHASE OF ANY LOT SHALL BE TAKEN AS CONSENT TO PAY COASTS AND FEES AND THE SAME SHALL BE A LIEN OF THE LAND.

X111. SEVERABILITY

INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NOW WAY OR MANNER AFFECT ANY OF THE PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

In witness whereof, the undersigned being the declarant herein, have hereto set their hands this 26 day of April, 1996.


JEANNIE L. SIMMONS VICE PRESIDENT
COWBOY TOWN SADDLERY, INC.


JEANNIE L. SIMMONS SECRETARY
COWBOY TOWN, SADDLERY, INC.

