



DESIGNATION OF LOTS

I. No lot may be further subdivided or split in any manner without the approval of the Johnson County Board of County Commissioners for Johnson County, Wyoming.

LIVESTOCK

II. The owner of each lot is required to keep all animals for which he is responsible within the confines of that lot.

WATER SUPPLY

III. Domestic water supply in the Cowboy Town subdivision is provided by the City of Buffalo.

No individual water supply system shall be permitted on any lot in the subdivision unless the system is located, constructed, and equipped in accordance with the requirements of state law, appropriate state agencies, and any regulations promulgated by Johnson County, provided further, that no well may be dug, drilled, or installed upon any lot unless it is cased and cemented for a minimum of ten feet from the surface and all intermediate aquifers pierced by the well are sealed above and below.

SEWAGE DISPOSAL

IV. No provision is made in the Cowboy Town subdivision for a public or central sewage disposal system.

No individual sewage disposal system shall be permitted on any lot 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 any regulations promulgated by Johnson County. Approval in the form of a permit to construct shall be obtained from the proper agencies prior to the actual construction of any system.

GARBAGE AND REFUSE DISPOSAL

V. Trash, garbage, and other household or business waste shall not be kept except in sanitary containers. No part or portion of tract shall be used for the dumping and or containment of garbage or unsightly debris. Non-operative motor vehicles, unless in the state of functional repair, shall not be kept or stored upon the property.

NUISANCES

VI. 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

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 os 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 abstractor doing business in Johnson County, Wyoming as to record ownership of the property hereby restricted shall be deemed conclusive evidence of ownership thereof.

VIII. 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 right 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 inviolate the lien of any mortgage or deed of trust made in good faith and for value.

IX. 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 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 costs and fees and the same shall be a lien on the land.

X.

SEVERABILITY

Invalidation of any one of these covenants by judgement or court order shall in no 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 16th day of December, 1991.

ASSOCIATION OF PARTNERSHIPS:

Herman J. Batenhorst  
Herman J. Batenhorst

Richard W. Douglass  
Richard W. Douglass

Adam G. Hartman  
Adam G. Hartman

Jerrold R. Henderson  
Jerrold R. Henderson

William R. Peters  
William R. Peters

Raymond O. Wright  
Raymond O. Wright

State of Wyoming  
County of Johnson

The foregoing instrument was acknowledged before me by the ASSOCIATION OF PARTNERSHIPS:

Herman J. Batenhorst  
Richard W. Douglass  
Adam G. Hartman  
Jerrold R. Henderson  
William R. Peters  
Raymond O. Wright

