

I
DESIGNATION OF LOTS

The lots in Gillam Subdivision are hereby designated as follows: Lot 1, Lot 2, and Lot 3. No lot shall be used except for commercial and residential purposes. 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, or according to the laws governing Johnson County at the time.

II
NUISANCES

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon 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 any lots at any time as a residence, either temporarily or permanently, except that for a period of one (1) year, temporary facilities may be placed upon any lot which shall be reasonably required, convenient, or incidental to the construction of a permanent structure upon said lot.

IV
LIVESTOCK

No livestock, including domestic pets, shall be allowed to remain loose within the Subdivision. The owner of each lot is required to keep all animals for which they are responsible within the confines of that lot. No animals 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 animals does not become offensive or a nuisance to the neighborhood.

V
PERIMETER ACCESS

- 1) No perimeter lot in the Subdivision shall be used at any time as a means of access from any of the streets in the Subdivision to any other lands not included in the Subdivision.
- 2) Access to or from dedicated roads in the Subdivision to lands not included in the Subdivision shall not be denied provided however, that use of said roads shall be contingent upon a pro-rata contribution to road maintenance by adjacent land owners.

VI
GARBAGE AND REFUSE DISPOSAL

No lot shall be used and maintained as a dumping ground for rubbish and debris, nor shall any lot be used as a storage area for non-operative motor vehicles, miscellaneous parts or supplies, or other unsightly or unseemly material. Trash, garbage, and other waste shall not be kept except in sanitary containers.

VII
WATER SUPPLY

- 1) NO PROVISION IS MADE IN GILLAM SUBDIVISION FOR PUBLIC OR CENTRAL DOMESTIC WATER SOURCE.
- 2) 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 regulations promulgated by Johnson County, provided further, that no well may be dug, drilled, or installed upon any lot 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.

VIII

SEWAGE DISPOSAL

1) NO PROVISION IS MADE IN GILLAM SUBDIVISION FOR PUBLIC OR CENTRAL SEWAGE DISPOSAL SYSTEMS.

2) 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 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.

IX

POLLUTION OF WATERS

In the interest of public health and sanitation and so that the land known as Gillam 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, recreation, wildlife, and other public uses thereof, the Grantee will not use or permit the use of the above described property 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 material which might affect these uses or pollute the water or otherwise impair the ecological balance of the surrounding lands.

Any culvert or structure placed in or across an irrigation ditch must not impede the flow of water and must be maintained by the land owner.

X

EASEMENTS FOR UTILITIES

Easements for the installation, repair, re-installation, replacement, and maintenance of utilities are reserved as provided in the recorded plat of Gillam Subdivision. Said utility easements are hereby dedicated, granted, and conveyed to all public utilities and cable television suppliers, privately or publicly owned, nor or hereafter providing utility and television services to Gillam Subdivision or any lot therein, and to the successors and assigns of said utility companies, each in common with others having a similar right, for the purpose of installing, repairing, re-installing, replacing, and maintaining water, sewer, electrical, gas, communications, television, and other utility services. Within these easements no structure, planting, or other permanent fixture shall be placed or permitted to remain which may damage or interfere with the utility systems. The easement area of each lot shall be maintained by the owner of the lot except for those improvements for which a utility company is responsible.

XI

SUBDIVISION ROADS

1) NO PROVISION IS MADE IN GILLAM SUBDIVISION FOR THE PUBLIC MAINTENANCE OF STREETS OR ROADS.

2) Each lot owner within the Subdivision shall be responsible for the maintenance and repair of that portion of any road fronting, adjoining, or contiguous to the owned lot. Provided

that said maintenance responsibility shall be in common with all other lot owners whose lots are also fronting, adjoining, or contiguous to the road or street.

3) Vehicles which are not in operation condition or which are in a state of disrepair shall not be parked on any road in the Subdivision for a period of more than twenty four (24) hours.

XII GENERAL CONDITIONS

Each of the conditions and covenants set forth above shall continue and be binding upon Declarants and upon their successors and assigns, and upon each of the, and all parties and persons claiming under them for a period of 1 year 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 part 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 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 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 Gillam Subdivision is taken as an assent to be bound by these covenants during the period of ownership and to abide thereby. Declarants, 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 violation. 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 violation. 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.

XIV 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 Declaration of Protective Covenants or to recover damages resulting from such violation. 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.

XV SEVERABILITY

Invalidation of any one of these covenants by judgment 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, has hereunto set his hand this 8 day of July, 1996.

Tom Gillam
Nancy Gillam

STATE OF WYOMING]
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County of Johnson]

The foregoing instrument was acknowledged before me this 8 day of July, 1996 by Tom & Nancy Gillam

Witness my hand and official seal.

Brennis Miller
Notary Public

