

STATE OF WYOMING }
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County of Johnson }

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COUNTY OF JOHNSON }
The instrument was filed for recording on 3-13-01
3:10 P.M. and was duly recorded in Book 86A-55 Page
155-158, Fee \$ 12.00
Jane Car Register or Clerk
Secretary

TO THE PUBLIC
DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
INDIAN PLAINS

This declaration, made on the date hereinafter set forth by Indian Plains LLC, a Wyoming Limited Liability Company referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant are the owners of certain property in Johnson County, State of Wyoming, as described in Plat Book #2, Page 197, referred to as Indian Plains and recorded in the records of Johnson County and incorporated herein by reference, and.

WHEREAS, Declarant desire to place certain restrictive and protective covenants of the property for the betterment of the health, safety and welfare of the owners and occupants of said tracts.

NOW THEREFORE, Declarant hereby declare 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 the property 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 inure to the benefit of each owner.

I DWELLING QUANTITY

No building shall be erected, altered, placed, or permitted to remain on other than one single-family dwelling not to exceed two stories in height, and one guest house not to exceed two stories in height, and a private garage for not more than four cars, and one additional structure for storage and one additional structure for housing animals within the limits of the covenants.

No lot may be further subdivided or split in any manner into less than 35 acres.

II. DWELLING QUALITY AND SIZE

No dwelling shall be permitted with a ground floor area of the main structure (exclusive of porches, basements and garages) which is less than 1000 square feet for a one story building or 1500 total square feet for a dwelling of more than one story.

III. SETBACK REQUIREMENTS

No building or part thereof shall be located nearer than 50 feet to any lot line, street, or easement.

IV. 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. Inoperable and unlicensed vehicles may not be parked on the property. Use of firearms and hunting can not be considered a nuisance on an owners property.

V. TEMPORARY STRUCTURES

No structures of a temporary character, trailer, basement, tent, shack, barn, or other out building shall be used upon any lot at any time as a permanent residence, except that for a period of six months, temporary facilities may be placed upon any lot which shall be reasonable, required, convenient, or incidental to the construction of a permanent structure upon said lot. Post/pole buildings with a self contained apartment are allowed.

VI. LIVESTOCK

The owner may keep animals, providing they are not noxious or offensive to the neighbors, within the confines of their property.

VII. GARBAGE AND REFUSE DISPOSAL

No lot shall be used and/or 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. Rock, dirt piles, and construction debris shall be promptly removed from lots after construction of buildings.

VIII. MOBILE HOMES

Only UBC or HUD approved homes will be acceptable as long as they meet the same requirements as defined in paragraph II (size), and are less than 10 years old from date of placement in Indian Plains subdivision.

IX. WATER SUPPLY

No provision is made for a public or central domestic water source.

No individual water supply system shall be permitted on any lot 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.

X. SEWAGE DISPOSAL

No provision is made for a public or central sewage disposal system.

All individual sewage disposal systems shall be of the closed system or evapotranspiration type 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.

XI. FENCES AND ROADS

Each property owner is responsible for constructing and maintaining fencing of their individual properties.

Each property owner is responsible for constructing and maintaining roads upon their individual properties, other than County, State or Federal Highways.

XII. GENERAL CONDITIONS

Each of the conditions and covenants set forth above shall continue and be binding upon Declarant and upon their successors and assigns, and upon each and all parties and persons claiming under them for a period of ten years from the date hereof, and automatically shall be continued thereafter for successive periods of ten years 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, 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 Clerk of 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 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 property, their successors, assigns, and with each of them to conform to said restrictions. The purchase of any of the subject property is taken as an assent to be bound by these covenants during the period of ownership and to abide hereby. 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 attorney 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.

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 attorney 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.

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 Anthony E. Schiffer and John S. Gibbs being the Declarant herein. have hereto set their hands this 9th day of MARCH, 2001.

Anthony E. Schiffer
Indian Plains LLC - Anthony E. Schiffer

John S. Gibbs
Indian Plains LLC - John S. Gibbs

STATE OF WYOMING }
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County of Johnson }

The foregoing instrument was acknowledged before me this 9th day of MARCH, 2001, by Anthony E. Schiffer and John S. Gibbs.

Witness my hand and official seal.

Alia M. Jarvis
Notary Public
My Commission expires: May 26, 2002

