

COPY

Articles indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

PROTECTIVE COVENANTS

The undersigned owner of INDIAN VALLEY SUBDIVISION imposes the following covenants for the health, safety and welfare of the occupants of said INDIAN VALLEY SUBDIVISION.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height, and a private garage.

2. DWELLING SIZE. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,000 square feet.

3. SET BACKS. No building, or part thereof, shall be located nearer than 30 feet to any lot line.

4. EASEMENTS. Easements for installation and maintenance of utilities are reserved on each lot as follows:
(a) 8 feet on adjoining lot lines;
(b) 10 feet bordering streets and/or roads;
(c) 10 feet bordering property not included in this subdivision;
(d) Excepting the 15 foot water line easement as shown on the plat.

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

5. NUISANCES. No noxious or offensive activity 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.

6. TEMPORARY STRUCTURES. No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently; excepting that a mobile home may be used as a residence during home construction for a period not to exceed six months.

7. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder or developer to advertise the property during the construction and sales period.

8. LIVESTOCK. No animals of any kind shall be raised or bred for any commercial purpose on any lot.

9. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

09417

STATE OF WYOMING }
COUNTY OF JOHNSON }

-1-

This instrument was filed for record on *Sept 11 1975*
at *1:50* p.m. and recorded in Book *175* page *450*
W. H. ... Registrar of Deeds

10. WATER SUPPLY. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the standards, requirements, and recommendations of the Wyoming Department of Environmental Quality. Approval of such system as installed shall be obtained from such authority. No water well shall be located closer than 100 feet from any sewage disposal system.

11. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is of a sealed design, located and constructed in accordance with the requirements, standards and recommendations of the Wyoming Department of Environmental Quality. Approval of such system as installed shall be obtained from such authority.

12. MAINTENANCE OF ROADS. Responsibility of maintenance of the streets and roads shall be borne by the affected property owners until such time as the roads may be accepted publicly maintained roads.

13. RESUBDIVISION. Any lot may be resubdivided and sold so long as all lots formed in said resubdivision are in excess of two and one-half (2 1/2) acres and covered by these protective covenants. No resubdivision which creates lots less than 2 1/2 acres in area shall be allowed by these covenants.

14. These covenants may be amended by a majority of the property owners with consent and advise of the Johnson County Planning Commission and the Johnson County Board of County Commissioners. In the event a Homeowner's Association is formed, said association will have the right to petition the above named parties and Boards or Court of competent jurisdiction.

15. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Enforcement of these covenants shall be the responsibility of the property owners within the Indian Valley Subdivision.

16. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

M. J. Sokol

Fred Hart

OWNERS

State of Wyoming)
County of Johnson)^{SS}

The foregoing instrument was acknowledged before me by M. J. Sokol and Fred Hart, this 2nd day of September, 1975.

Witness my hand and official seal.

Richard F. Roberts

Johnson County Clerk

My term expires January 2, 1979.