

STATE OF WYOMING }  
 COUNTY OF JOHNSON } SS 010939  
 This instrument was filed for record on 02-05-2003  
 1:10:10 A M. and was duly recorded in Book 285-293 page  
 285-293 Fee \$ 32.00  
 [Signature] Register or Deputy

**COVENANTS**

STATE OF WYOMING )  
 ) ss  
 COUNTY OF JOHNSON )

**TO THE PUBLIC**  
**DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS**  
**FOR THE JKR SUBDIVISION**  
**JOHNSON COUNTY, WYOMING**

This declaration, made of the date hereinafter set forth by JKR Investments, hereinafter referred to as "Declarants":

WITNESSETH

WHEREAS, Declarants are the owners of certain property in Johnson County, State of Wyoming, which is more particularly described upon the plat map as the same that is filed for record with the County Clerk and Recorder of Deeds for Johnson County, Wyoming, in connection with the Subdivision designated as JKR Subdivision situate in Johnson County, Wyoming, as the same is described in "Exhibit A" attached hereto and incorporated herein by reference, and;

WHEREAS, Declarants desire to place certain restrictive and protective covenants on the lots which comprise the JKR Subdivision for the betterment of the health, safety, and welfare of the owners and occupants of said lots;

NOW THEREFORE, Declarants 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 all of the lots comprising the JKR Subdivision 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 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 of land in the JKR Subdivision.

**I.**  
**Designation of Lots**

The lots in the JKR Subdivision are hereby designated as B-2 Business District according to the City of Buffalo, Wyoming Zoning Ordinance. No lots shall be used except for the purposes other than allowed by said B-2 Business District according to the City of Buffalo, Wyoming Zoning Ordinance or as amended.

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.

**II.**  
**Maintenance**

Each lot owner shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition and shall comply with all laws, ordinances and regulations pertaining to health and safety. Each lot owner shall provide for the removal of trash and rubbish from his premises.

During construction it shall be the responsibility of each lot owner to ensure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks, and the like are kept in a neat and orderly manner.

**III.**  
**Nuisances**

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done therein which may be, or may become, an annoyance or nuisance to the neighborhood.

No portion of the Property shall be used in such manner as to create a nuisance to adjacent Sites, such as, but not limited to, vibration, sound, electro-mechanical

disturbance and radiation, electromagnetic disturbance, radiation, air or water pollution, dust emission, or emission of odorous, toxic or noxious matter.

**IV.**  
**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 temporary 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.

**V.**  
**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 animal 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 animal does not become offensive or a nuisance to the neighborhood.

**VI.**  
**Perimeter Access**

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 such roads shall be contingent upon a pro-rata contribution to road maintenance by adjacent land owners.

**VII.**  
**Parking**

Each owner of a Site shall provide adequate off-street parking to accommodate all parking needs for the Site.

All parking areas are to provide all weather surfaces.

**VIII.**  
**Landscaping**

1. The Front Yard Setback Area of each improved Site shall be an all weather surface.
2. Side and Rear Yard Setback areas not used for parking, storage, or transport shall be landscaped utilizing ground cover such as grass, bark or decorative rock, and/or shrub and tree materials. Unimproved areas outside of Setback Areas may be left in natural grasses.

**IX.**  
**Loading Areas**

No loading docks shall be permitted on the front of any building and, except where a lot is bounded by three or more roads, no loading docks shall be permitted on the side of any building facing a road. Nothing herein shall prohibit the temporary unloading in the front or on the side of any building or property.

**X.**  
**Telecommunications and Electrical Service**

All "on site" electrical lines and telecommunication lines shall be placed underground. Transformer or terminal equipment shall be visually screened from view from Streets and adjacent properties.

**XI.**  
**Performance Standards**

It is the intent of these regulations to prevent land or buildings, including those permitted by right or special exception, from being used or occupied in any manner so as to create any dangerous, injurious noxious or otherwise objectionable fire, explosive, noise or vibration; smoke, dust, odor or other form of air pollution; electrical or other disturbance; glare or heat; liquid or solid refuse or wastes; conditions conducive to the breeding of rodents or insects; or other substances, conditions or elements (all referred to herein as "Dangerous or Objectionable Elements") in a manner or amount as to

adversely affect the surrounding area. Specifically, all uses shall operate in conformance with the limitations set forth in each subsection below:

1. Vibration

No excessive and continuous vibration shall be produced which is transmitted through the ground and is discernable without the aid of instruments at or at any point beyond the lot line.

2. Air Pollution

There shall not be discharged into the atmosphere from any source any air pollutant in excess of the levels as specified by State Air Quality Standards.

3. Odors

Any condition or operation which results in the creation of odors of such intensity and character as to be detrimental to the health and welfare of the public or which interferes unreasonably with the comfort of the public shall be removed, stopped or so modified as to remove the odor.

4. Glare and Heat

No direct or sky-reflected glare, from high temperature processes such as combustion or welding or otherwise, so as to be visible at the lot line, shall be permitted. Direct illumination from any light source shall not exceed .5 footcandles beyond any property boundary.

There shall be no emission of heat or heated air so as to be discernible at the lot line.

5. Noise

All noise shall be suppressed or muffled so as not to be objectionable due to intermittence, beat frequency or shrillness. Adequate structural arrangements shall be provided by the lot owner.

**XII.**

**Water Supply**

The Connector agrees that water shall not be used for outside irrigation except, a drip system may be installed for trees, bushes, shrubs, or flowers on the lots. Water consumption per tap shall not exceed 20,000 (twenty thousand) gallons per two month billing period. If the maximum of 20,000 (twenty thousand) gallons per two month billing period is exceeded, the charge for all water over 20,000 (twenty thousand) gallons per lot will be billed at the outside water user rate of \$4.00 (four dollars) per 1,000 (one thousand) gallons per two month billing period.

Water supply shall be the City of Buffalo, Wyoming water distribution system. All water mains and water service connections shall be installed according to the City of Buffalo, Wyoming codes and/or the Water Department of Environmental Quality Rules and Regulations.

Lots shall be allowed one (1) 3/4" water tap per lot.

**XIII.**

**Sewage Disposal**

1. **NO PROVISION IS MADE IN THE JKR SUBDIVISION FOR 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.

3. If individual sewage disposal systems cannot meet the requirements of appropriate state agency or Johnson County requirements, service lines shall be installed to connect to the City of Buffalo sewer collection system, through existing force mains and/or as approved by the City of Buffalo.

**XIV.**  
**Subdivision Roads**

**NO PROVISION IS MADE IN THE JKR SUBDIVISION FOR THE PUBLIC MAINTENANCE OF STREETS OR ROADS.** Lot owners shall be responsible for all maintenance of any roads within the subdivision.

**XV.**  
**Signs**

No Sign shall be erected or maintained on the Property except in conformity with the following:

1. Signs visible from the exterior of any building may be lighted.
2. Signs shall be restricted to advertising only the person, firm, company or corporation operating the use conducted on the Site or the products produced or sold thereon. All Signs attached to the building shall be flush mounted.
3. A Sign advertising the sale, lease, or hire of the Site shall be permitted in addition to the other Signs listed in this section. Said Sign shall not exceed a maximum area of thirty-two (32) square feet.
4. Wall signs shall be fixture Signs (signs constructed separate of the building structure); Signs painted directly on the surface of the wall shall not be permitted.
5. A wall Sign with the individual letters applied directly shall be measured by a rectangle around the outside of the lettering and/or the pictorial symbol and calculating the area enclosed by such line.
6. One (1) Construction Sign denoting the architects, engineers, contractor, and other related subjects, shall be permitted upon the commencement of construction. Said Sign shall not exceed a maximum area of thirty-two (32) square feet.
7. A Future Tenant Identification Sign listing the name of future tenants, responsible agent or realtor shall be permitted. Said Sign shall not exceed a maximum area of thirty-two (32) square feet.
8. Special Purpose Signs, used to give directions to traffic or pedestrians or give instructions as to special conditions, and Community Directional and/or Identification Signs, used to give directions to and identify areas within the JKR Subdivision, shall be in conformity with applicable local ordinances and regulations.
9. Every sign shall be maintained in a safe, presentable and good structural material condition at all times, including the repair or replacement of defective parts, painting, repainting, cleaning and other acts required for the maintenance of the sign.

**XVI.**  
**Drainage Easement Building Restrictions**

No building shall be erected or constructed within the thirty (30) foot drainage easement.

**XVII.**  
**Disclosure Statement**

A Disclosure Statement has been prepared as per Johnson County Subdivision Regulations and attached to these Protective Covenants as Exhibit "B".

Every person who now or hereafter owns or acquires any title or interest in or to any portion of said property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said property.

**XVIII.**  
**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. Rocks, dirt piles, and construction debris shall be promptly removed from lots after construction of buildings. No vehicle or equipment shall be placed on the frontage of any lot or in front of any building placed upon such lot except vehicles parked for temporary purposes in a designed and designated parking area, or, for the purpose of display for sale where such is the principal business activity conducted upon the lot. Any such placement of vehicles or equipment for sale shall be placed within any setback of the B-2 business district zoning requirements of the City of Buffalo, Wyoming zoning ordinance and shall not be placed upon any public street or roadway or subdivision road.

**XIX**  
**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 them and all parties and persons claiming under them for a period of ten (10) years from the date hereof, and automatically shall be continued thereafter for successive periods of ten (10) years from the date hereof, and automatically shall be continued thereafter for successive periods of ten (10) years each. It is, however, provided that the owners of not less than all (100 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 non-mandatory restrictions only 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 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 evidence of ownership thereof.

**XX.**  
**Rights of Mortgagees**

All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon land subject to these restrictions, and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of said property is sold under a foreclosure of any mortgage or under the provisions of deed of trust, any purchaser of such sale, and his successors and assigns, shall hold any and all property so purchased subject to all the restrictions, covenants and other provisions of this Declaration.

**XXI.**  
**Addition of Territory**

Declarants may at any time or from time to time during the pendency of these restrictions add land to the Property which is covered by this Declaration and upon the recording of a notice of addition to territory containing the provisions set forth in this Section, the covenants contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration; and thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and rights, privileges, duties and liabilities of the owners, lessees and occupants of parcels within the added land shall be the same as in the case of the original land.

The notice of addition to property shall contain the following provisions:

1. A reference to this Declaration, which reference shall state the date of recording hereof and the book or books of the records of Johnson County, Wyoming, and page number, where this Declaration is recorded.
2. A statement that the provisions of this Declaration shall apply to the added property.
3. An exact description of the added property.

**XXII.**  
**Enforcement**

The covenants herein set forth shall run with the land and bind the present owners, their successor 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 the JKR 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 the lots, shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce observance of the restrictions above set forth, in addition to ordinary legal action for damages.

Declarants may from time to time at any reasonable hour or hours, enter and inspect any property subject to these restrictions to ascertain compliance therewith.

Violation or breach of any restriction and covenant herein contained shall give to Declarants, and every other owner of property for whose benefit these restrictions and covenants are expressly made, upon thirty (30) days written notice given to any owners, lessee, or occupant alleged to be in violation, the right to sue for or obtain an injunction upon the property, its owners, lessees, or occupants for any breach or violation that exists and to seek the immediate abatement or removal thereof by preliminary injunction or temporary restraining order, at the expense of the owner, lessee, or occupant thereof, for any structure, thing or condition that may be proposed or exist thereon contrary to the intent and meaning of the provision hereof; and to prosecute any other proceeding available at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions and covenants to enjoin or prevent them from doing so, to cause said violation to be remedied, and to recover damages for said violation.

The failure of Declarants 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.

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the offending party or parties shall pay the attorney's fees and costs of the prevailing party or parties, in such amounts as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

**XXIII.**  
**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's 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 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.

**XXIV.**  
**Severability**

Invalidation of any one of these covenants by judgment or Court order shall in no way or manner affect any of the other provisions which shall remain in force and effect.

**IN WITNESS THEREOF**, THE UNDERSIGNED BEING THE Declarants herein, have hereunto set their hands this 13<sup>th</sup> day of January, 2003.

Declarants:

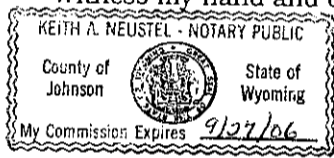
JKR Investments

By: Jerry K. Ruby  
Jerry K. Ruby, Managing Member

STATE OF WYOMING            )  
                                          ) ss  
COUNTY OF JOHNSON        )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January, 2003.

Witness my hand and official seal.



Keith A. Neustel  
Notary Public

My Commission Expires: 9/27/06

**EXHIBIT "A"****Land Description**

A tract of land located in Lot 4 (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 30, T51N, R81W, and the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 25, T51N, R82W, of the 6<sup>th</sup> P.M., Johnson County, Wyoming, a portion of said tract of land being all of Lot 4 and a portion of Lot 1 of the Livestock Market Park Subdivision as filed in the Office of the Clerk of Johnson County, Wyoming, in Plat Book 2, page 196 and, said tract of land being more particularly described as follows:

Commencing at the corner common to Section 25, T51N, R82W, Section 30, T51N, R81W, Section 31 T51N, R81W, and Section 36, T51N, R82W;

thence N20°26'12"E a distance of 661.47 feet to a point, said point being the northeast corner of Lot 1C of the Resubdivision of a Portion of Lot 1 of the Livestock Market Park Subdivision as filed in the Office of the Clerk of Johnson County, Wyoming, in Plat Book No. 2, page 214, and said point being the true point of beginning of said tract of land;

thence S89°36'52"W along the North line of said Lot 1C and along the North line of Lot 1B of said Resubdivision of a Portion of Lot 1 of said Livestock Market Park Subdivision a distance of 434.39 feet to a point;

thence N00°00'00"W along the East line of Lot 1A of said Resubdivision of a Portion of Lot 1 of said Livestock Market Park Subdivision a distance of 62.00 feet to a point;

thence N34°28'46"W along the northeasterly line of said Lot 1A of said Resubdivision of a Portion of Lot 1 of said Livestock Market Park Subdivision a distance of 311.20 feet to a point, said point lying on the southerly right-of-way line of US Highway 16 East;

thence N55°34'44"E along said southerly right-of-way line of said US Highway 16 East a distance of 435.02 feet to a point;

thence N89°13'06"E along the southerly right-of-way line of Interstate Highway No. 90 a distance of 244.47 feet to a point, said point being the northwest corner of Lot 2 of said Livestock Market Park Subdivision;

thence S00°44'09"E along the West line of said Lot 2 of said Livestock Market Park Subdivision a distance of 564.90 feet to the true point of beginning.

Said tract of land containing 6.08 acres, more or less.



**EXHIBIT "B"**

**Disclosure Statement**  
**JKR Subdivision**  
**Johnson County, Wyoming**

1. **Road Maintenance:** Roads within the JKR Subdivision shall be the responsibility of the lot owners to include snow removal. The County of Johnson is not responsible for any construction and/or maintenance of the roads within the subdivision.
2. **Water Supply:** Water supply shall be the City of Buffalo, Wyoming distribution system. Mains and service lines shall be installed according to City of Buffalo Ordinances and/or Wyoming Department of Environmental Quality Rules and Regulations.
3. **Sewage System:** All on-site septic sewage systems shall be permitted by the Johnson County Sanitarian and shall conform to all applicable Wyoming Department of Environmental Quality Rules and Regulations. An Engineering and Geology Report to Determine the Feasibility of On-Site Domestic Waste Water Disposal Systems has been prepared and is on file in the Office of the Clerk of Johnson County, Wyoming, 76 North Main Street, Buffalo, WY 82834.
4. **Covenants:** Recorded Covenants are on file in the Office of the Clerk of Johnson County, Wyoming, 76 North Main Street, Buffalo, WY 82834.
5. **Homeowners Association:** No Homeowners Association has been formed.
6. **Garbage Disposal:** The nearest landfill is at 284 TW Road and is presently owned and operated by the City of Buffalo. Information on fees can be obtained at the Buffalo City Hall, 46 North Main Street, Buffalo, WY 82834. Privately owned garbage collection is available to Johnson County residents.
7. **Fire Protection:** Johnson County provides a volunteer fire department. The Johnson County Fire Control building is located at 314 Railroad Avenue, Buffalo, Wyoming. For information contact the Johnson County Commissioners Office, 76 North Main Street, Buffalo, WY 82834.
8. **Flooding:** No land within this subdivision is subject to stream and/or creek flooding.
9. **Zoning:** Zoning is governed by the Covenants and is B-2 Business District as per City of Buffalo, Wyoming ordinances.
10. **Postal Service:** The nearest Post Office is located at 193 South Main Street, Buffalo, Wyoming.
11. **Surface Water Rights:** No surface water rights exist within the subdivision.
12. **Drainage Easement:** No building shall be erected or constructed within the thirty (30) foot drainage easement, as shown on the Plat.
13. **Utility Providers:**
  - A. Telephone: Quest Corporation  
3401 South Douglas Hwy.  
Gillette, WY 82718
  - B. Electric: Pacific Power  
P.O. Box 2719  
Casper, WY 82602