

This instrument was filed for record on May 22 1991
at 10:00 A.M., and was duly recorded in Book 86288 page

571-575, Fee \$ 12.00
Deputy Register Register of Deeds.
By _____ Deputy

Restrictions indicating a preference,
discrimination 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).

State of Wyoming)
County of Johnson)

TO THE PUBLIC
DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
LAST CHANCE SUBDIVISION
A SUBDIVISION IN JOHNSON COUNTY, WYOMING

COPY

This declaration, made on the date hereinafter set forth by Frederick L. Oedekoven and Mary Ann Oedekoven of Campbell County, Wyoming, hereinafter referred to as "Declarants".

W I T N E S S E T H

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 County Clerk and Record of Deeds for Johnson County, Wyoming, in connection with the Subdivision designated as Last Chance 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 of the lots which comprise Last Chance 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 Last Chance 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 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 of land in the Last Chance Subdivision.

I.
DESIGNATION OF LOTS

The Lots in Last Chance Subdivision are hereby designated as follows:

1. Lots 1 & 2 - Commercial
2. Lots 3 Thru 10 - Residential

On Residential Lots, 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 a private garage for not more than two cars, and one additional structure for storage or for housing animals within the limits of the covenants.

On Commercial Lots, the following uses shall be permitted:

1. Retail Business
2. Public Garage or Filling Station
3. Boat Storage
4. Restaurant
5. Any use as stated for Residential Lots above.

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.

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**IX.
MOBILE HOMES**

No Mobile Homes are allowed. Modular Homes as defined within the City of Buffalo, Wyoming, Zoning Ordinance are allowed as long as they meet the square footage requirements stated in these covenants.

**X.
PERIMETER ACCESS**

No perimeter lot in the Subdivision shall be used at any time as a means of access from any of the streets or roads in the Subdivision to any other lands not included in the Subdivision.

**XI.
WATER SUPPLY**

No provision is made in the Last Chance Subdivision for a public or central domestic water source.

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.

**XII.
SEWAGE DISPOSAL**

No provision is made in the Last Chance 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 actual construction of any system.

**XIII.
UTILITIES AND EASEMENTS**

No provision is made in the Last Chance Subdivision for construction or installation of utilities. The construction or installation shall be the responsibility of the owner or owners. However, easements for the installation, repair, re-installation, replacement, and maintenance of utilities are reserved as provided in the recorded plat of Last Chance Subdivision. Said utility easements are hereby dedicated, granted, and conveyed to all public utilities and cable television suppliers, privately or publicly owned, now or hereafter providing utility and television services to Last Chance 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 fixtures shall be placed or permitted to remain which may damage or interfere with the utility systems. The easement area of each lot shall be

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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.

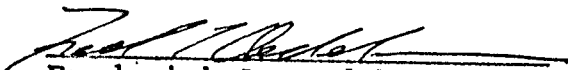
**XVII.
ENFORCEMENT BY COUNTY**

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.

**XVIII.
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 Declarants herein, have hereunto set their hands this 20th day of MAY, 1991.


Frederick L. Oedekoven



Mary Ann Oedekoven

State of Wyoming)
)ss
County of Johnson)

The foregoing instrument was acknowledged before me by Frederick L. Oedekoven and Mary Ann Oedekoven this 20th day of MAY, 1991.

Witness my hand and official seal.




Notary Public

My Commission expires 9/27/94