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004579

STATE OF WYOMING } ss
COUNTY OF JOHNSON }

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at 10:00 M. and was duly recorded in book 86A-51 page
397-407 Fee \$ 38.00

COVENANTS

By Jame Carr Register of Deeds
Deputy

STATE OF WYOMING)
)ss
COUNTY OF JOHNSON)

TO THE PUBLIC
DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
FOR THE RESUBDIVISION OF LOT 1
LIVESTOCK MARKET PARK 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 the Resubdivision of Lot 1 of the Livestock Market Park 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 Resubdivision of Lot 1 of the Livestock Market Park 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 Resubdivision of Lot 1 of the Livestock Market Park 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 Resubdivision of Lot 1 of the Livestock Market Park Subdivision.

I.
Designation of Lots

The lots in the Resubdivision of Lot 1 of the Livestock Market Park 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

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-rate 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. On-street parking will not be allowed in the Resubdivision of Lot 1 Livestock Market Park Subdivision.

All parking areas are to provide all weather surfaces.

VIII.
Landscaping

1. The Front Yard Setback Area of each improved Site shall be landscaped with an effective combination of street trees, trees, ground cover or shrubbery. All unpaved areas not utilized for parking shall be landscaped in a similar manner.
2. Side and Rear Yard Setback Areas not used for parking or storage shall be landscaped utilizing ground cover such as grass, bark or decorative rock, and/or shrub and tree materials.

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.

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; condition conducive to the breeding of rodents or insects; or other substances, condition 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 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; nor shall any vibration produced exceed 0.002g peak measured at or beyond the lot line using either seismic or electronic vibration measuring equipment.

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.

No person shall cause or permit any materials to be handled, transported, or stored in a manner which allows or may allow particulate matter to become in violation of 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. Fire and Explosion

All activities and all storage of flammable and explosive materials at any point shall be provided with adequate safety and fire fighting devices in accordance with all Local, State and Federal Fire Prevention codes.

5. 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.

6. 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, so that sounds generated at levels that are higher than prescribed in this section can be attenuated.

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 Lots 1B, 1C, 1D, 1E, and 1F. 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 Wyoming Department of Environmental Quality Rules and Regulations.

The Connector agrees that water shall not be used for outside irrigation. Lots 1B, 1C, 1D, 1E, and 1F shall be allowed one (1) 3/4" water tap per lot. The tap for Lot 1A shall be determined based upon the proposed use and shall be sized accordingly. The City of Buffalo shall be notified and their approval granted to the proposed user prior to any connection to the water main is commenced.

No fire hydrants may be installed and/or connected to the water main without written permission from the City.

XIII.
Sewage Disposal

1. NO PROVISION IS MADE IN THE RESUBDIVISION OF LOT 1 OF THE LIVESTOCK MARKET PARK 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.

IV.
Subdivision Roads

NO PROVISION IS MADE IN THE RESUBDIVISION OF LOT 1 OF THE LIVESTOCK MARKET PARK 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. Only one (1) single faced or double faced Sign shall be permitted per Street frontage. No sign or combination of Signs shall exceed one (1) square foot in area for each six hundred (600) square feet of total Site area. An additional twenty (20) square feet shall be allowed for each additional business conducted on the site.
4. 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.
5. No Ground Signs shall exceed five (5) feet above grade in vertical height. Also, Ground Signs in excess of one hundred (100) square feet in area (single face) shall not be erected.

6. Wall Signs shall be fixture Signs (signs construction separate of the building structure); Signs painted directly on the surface of the wall shall not be permitted.
7. 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.
8. 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.
9. A Future Tenant Identification Sign listing the name of future tenants, responsible agent or realtor, and identification of the Resubdivision of Lot 1 Livestock Market Park Subdivision shall be permitted. Said Sign shall not exceed a maximum area of thirty-two (32) square feet.
10. 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 Resubdivision of Lot 1 Livestock Market Park Subdivision, shall be in conformity with applicable local ordinances and regulations.
11. 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.

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.

XVII.

Pollution of Waters

In the interest of public health and sanitation and so that the land known as the Resubdivision of Lot 1 Livestock Market Park Subdivision and all other land in the same locality can be benefitted 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 materials which might affect these uses or pollute the waters or otherwise impair the ecological balance of the surrounding lands.

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 (less than 24 hours) 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 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 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 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.

XX
Rights of Mortgagees

All restriction 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 any 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

Declarant 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 XXI, 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 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 the Resubdivision of Lot 1 Livestock Market Park 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 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.

Declarant 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 Declarant, and every other owner of property for whose benefit these restrictions and covenants are expressly made, the right to enter upon the property upon or as to which said violation or breach exists and to summarily abate and remove, at the expense of the owner or lessee thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding 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 or 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 restriction 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

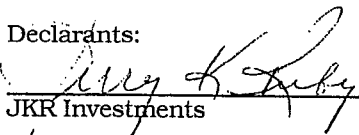
Any of the covenants, restrictions, or conditions contained herein which may, in the sole discretion of the Johnson County Board of County Commissioners be in the public interest, may at the sole discretion of the Johnson County Board of County Commissioners be enforced in the same manner and upon the same terms and conditions as any lot owner can seek to enforce the same in any proceeding of law or equity. Reasonable 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 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 full force and effect.

IN WITNESS THEREOF, the undersigned being the Declarants herein, has hereunto set their hand this 25 day of MARCH, 2002.

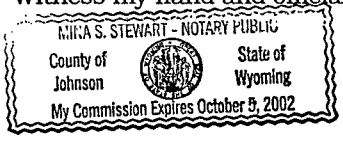
Declarants:


JKR Investments

STATE OF WYOMING)
) ss
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me this 25 day of March, 2002 by Jerry Ruby.

Witness my hand and official seal.



Mikva S. Stewart
Notary Public

My Commission Expires: _____

EXHIBIT "A"

**A PORTION OF LOT 1 OF THE
LIVESTOCK MARKET PARK SUBDIVISION**

A tract of land being 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, said portion of Lot 1 of said Livestock Market Park Subdivision located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 25, T51N, R82W, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ (Lot 4) of Section 30, T51N, R81W, of the 6th P.M., Johnson County, Wyoming and, said portion of Lot 1 of said Livestock Market Park Subdivision being more particularly described as follows:

Commencing at the southeast corner of said Section 25, T51N, R82W;
thence S89°49'16"W along the South line of said Section 25 a distance of 437.99 feet to a point;

thence N00°16'05"W a distance of 33.00 feet to a point, said point lying on the northerly right-of-way line of TW Road and, said point being the true point of beginning of said described portion of Lot 1 of said Livestock Market Park Subdivision;

thence continuing N00°16'05"W a distance of 283.48 feet to a point;

thence S89°36'52"W a distance of 29.15 feet to the point of beginning of a tangent circular curve to the right having a radius of 286.48 feet;

thence along said tangent circular curve to the right, through a central angle of 55°57'52", a distance of 279.82 feet to the point of ending of said tangent circular curve to the right;

thence N34°25'16"W a distance of 224.16 feet to a point, said point lying on the southerly right-of-way line of US Highway 16;

thence along said southerly right-of-way line of said US Highway 16, N55°34'44"E a distance of 550.34 feet to a point;

thence S34°28'46"E a distance of 311.20 feet to a point;

thence S00°00'00"E a distance of 62.00 feet to a point;

thence N89°36'52"E a distance of 434.39 feet to a point;

thence S00°44'09"E a distance of 584.43 feet to a point, said point lying on said northerly right-of-way line of said TW Road;

thence along said northerly right-of-way line of said TW Road, S89°24'39"W a distance of 238.69 feet to a point;

thence continuing along said northerly right-of-way line of said TW Road, S89°49'16"W a distance of 437.92 feet to the true point of beginning.

Said portion of Lot 1 of said Livestock Market Park Subdivision being 13.42 acres, more or less.

EXHIBIT "B"

DISCLOSURE STATEMENT
RESUBDIVISION OF A PORTION OF LOT 1
LIVESTOCK MARKET PARK SUBDIVISION

1. Road Maintenance: Roads within the Resubdivision of a portion of Lot 1 of the Livestock Market Park 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 resubdivision.
2. Water Supply: Water supply shall be the City of Buffalo, Wyoming distribution system. Mains and service lines shall be installed to all applicable Wyoming Department of Environmental Quality Rules and Regulations.
3. Sewage System:
 - a. 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.
 - b. An Engineering and Geology Report to "Determine the Feasibility of On-Site Domestic Waste Water Disposal Systems has been prepared and is on file with the Johnson County Clerk.
 - c. The use and/or siting of conventional septic systems may not be allowable on some lots and/or the ability to site a conventional septic system in certain locations on individual lots may not be allowable due to site conditions. In addition to the required percolation tests, test pits or borings must be used to confirm that the required minimum vertical separation distance exists between proposed leach fields and the seasonal high water table. Where conditions prevent the use of conventional septic systems, the use of alternate on-site sewage systems must comply with existing county and state requirements and be designed by a Wyoming licensed Professional Engineer.
 - d. Unless a separate Underground Injection Control (UIC) permit is obtained from the Wyoming Department of Environmental Quality, only wastewater from toilets, sinks, showers, and food preparation areas can be discharged to the septic tank/leach field. Any work area drains or sumps shall not be connected to the septic tank/leach field.
 - e. Signs shall be installed in the buildings which dictate the types of wastes that can be discharged to each respective wastewater system.
 - f. Any area where toxic or hazardous chemicals, wastes or petroleum products are stored or used on the lot or in the buildings shall have material compatible liquid tight containment to hold the volume of any spill. Should a spill of these wastes, chemicals, or petroleum products occur, they shall not be disposed into the domestic waste system or other wastes holding system. They shall be containerized and disposed into an approved disposal site. Spills of oil and/or a hazardous substance must be addressed according to Chapter IV, Water Quality Rules and Regulations.
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. Privately owned garbage collection is available to Johnson County Residents. For information contact the Johnson County Commissioners Office, 76 North Main Street, Buffalo, WY 82834.
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 shall be retained within the subdivision.
12. Utility Providers:
 - a. Telephone: Quest Corporation
3401 South Douglas Hwy.
Gillette, WY 82718
 - b. Electric: Pacific Power
P.O. Box 2719
Casper, WY 82602