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STATE OF WYOMING }
COUNTY OF JOHNSON } 087468

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451-455, Fee \$ 14.00

STATE OF WYOMING)
)ss
County of Johnson)

BY Linda L. Johnson, Deed Register of Deeds
Deputy

TO THE PUBLIC: DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR LIVESTOCK MARKET PARK

A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by **Buffalo Livestock Auction LLC** of Johnson County, hereinafter referred to as "Declarant"

WITNESSETH

WHEREAS, Declarant is the owner 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 **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, Declarant desires to place certain restrictive and protective covenants on the lots which comprise **Livestock Market Park Subdivision** for the betterment of the health, safety, and welfare of the owners and occupants of said lots;

NOW THEREFORE, Declarant hereby declares 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 **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 **Livestock Market Park Subdivision**.

DESIGNATION OF LOTS

The lots in **Livestock Market Park Subdivision** are hereby designated as follows: Commercial. No lots shall be used except for commercial purposes.

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. Activities such as those associated with the existing livestock auction market are not considered noxious and offensive and are not considered an annoyance or nuisance.

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 temporarily 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. However, one (1) trailer or dwelling may be used as a permanent residence for the purpose of housing business employees when security or 24 hour supervision is necessary to the operation of the business, such as is required at the livestock auction market.

LIVESTOCK

The owner of each lot is required to keep all animals for which they are responsible within the confines of that lot. A livestock auction market specifically designed for the buying, trading, and/or selling of all classes of livestock shall be permitted as long as those livestock are confined to suitable pens and/or lots.

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-rata contribution to road maintenance by adjacent land owners.

WATER SUPPLY

- 1) NO PROVISION IS MADE IN LIVESTOCK MARKET PARK SUBDIVISION FOR PUBLIC OR CENTRAL DOMESTIC WATER SOURCE.\
- 2) 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 regulations promulgated by Johnson County, Provided further that no well may be dug, drilled, or installed upon any lot unless it meets all requirements of the State of Wyoming for well drilling and installation. All wells must be registered with the State Engineers Office upon completion.

SEWAGE DISPOSAL

- 1) NO PROVISION IS MADE IN LIVESTOCK MARKET PARK SUBDIVISION FOR PUBLIC OR 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 requirement 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.

SUBDIVISION ROADS

- 1) NO PROVISION IS MADE IN LIVESTOCK MARKET PARK SUBDIVISION FOR THE PUBLIC MAINTENANCE OF STREETS OR ROADS.

POLLUTION OF WATERS

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

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. The temporary storage of livestock waste (manure) shall be permitted on the lot containing a livestock auction market and shall be removed from the subdivision on a regular basis.

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 20 years from the date hereof, and automatically shall be continued thereafter for successive periods of 10 years each. It is, however provided that the owners of not less than sixty-six and two thirds ($66 \frac{2}{3}$) 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.

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 **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.

The failure of Declarant 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 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 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.

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.

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.

SETBACK REQUIREMENTS

No building or part thereof shall be located nearer than 15 feet to any lot line, street, or easement.

EASEMENTS FOR UTILITIES

Easements for the installation, repair, re-installation, replacement, and maintenance of utilities are reserved as provided in the recorded plat of **Livestock Market Park Subdivision**. Said utility easements are hereby dedicated, granted, and conveyed to all public utilities and cable supplies, privately or publicly owned, now or hereafter providing utility and television services to **Livestock Market Park 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 fixture shall be placed or permitted to remain which may damage or interfere with the utility systems. The easement area of each lot shall be maintained by the owner of the lot except for those improvements for which a utility company is responsible.

SUBDIVISION ROADS

1) Each lot owner within the Subdivision shall be responsible for the maintenance and repair of that portion of any road fronting, adjoining, or contiguous to the owned lot. Provided that said maintenance responsibility shall be in common with all other lot owners whose lots are also fronting, adjoining, or contiguous to the road of street.

2) Vehicles which are not in operating condition or which are in a state of disrepair shall not be parked on any road in the Subdivision for a period of more than twenty four (24) hours.

3) Parking of trailers, trailer campers, truck campers, bus campers, boats and trailers or otherwise large vehicles, such as stock trucks and trailers, shall be limited to a period of seventy two (72) hours when parked on any road in the Subdivision. This is not to preclude the parking of said vehicles in designated lots.

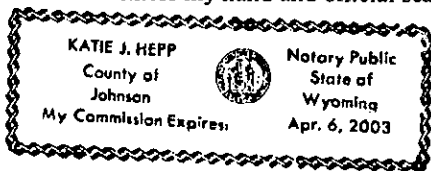
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set their hands this 14th day of November, 2000.

Jay L. Godley, owner

STATE OF WYOMING)
)ss
County of Johnson)

The foregoing instrument was acknowledged before me this 14th day of November, 2000 by Jay L. Godley.

Witness my hand and official seal.



Katie Hepp
Notary Public