

RESTRICTIVE COVENANTS
OF
PARK WEST
Johnson County, Wyoming

STATE OF WYOMING)
) ss.
County of Johnson)

STATE OF WYOMING } 27205
COUNTY OF JOHNSON } ss
This instrument was filed for record on Aug 4 19 8
at 2:00 P M., and was duly recorded in Book 86A-260
54-66, Fee \$ 28⁰⁰
Carol A. Barton Register of Deeds
By _____ Depu

1.

Description of Property

WHEREAS, the undersigned, being owners of certain real property in Johnson County, Wyoming, which has been subdivided and now known as the Park West, more particularly described in Exhibit "A" attached hereto and by reference made a part hereof.

2.

Statement of Intent

WHEREAS, said owner desires to place certain restrictive covenants on said Park West. It is specifically intended that such limitations and restrictions shall constitute COVENANTS RUNNING WITH THE LAND and shall be binding upon all future owners as well as all assigns and successors in interest for the benefit of and as limitation upon all future owners thereof. These restrictions and limitations are intended for the purpose of keeping and maintaining desirable uses and to promote quality development of Park West, maintaining orderly development and suitable architectural design and to protect owners from offensive activities of their neighbors.

3.

Restrictions Upon Use

The property included within Park West shall be used for commercial and industrial purposes. The buildings constructed or erected thereon shall be of a design and quality of construction as to maintain a reasonably good appearance in keeping with the type structures existing in the area and relating generally to the same use. No building of inferior quality and appearance shall be erected, altered, placed or permitted to remain on Park West that would be degradable to the existing or prosed use of Park West.

All lots in Park West are hereby designated as an industrial district and may be utilized for such purposes as are permitted in an M-1 Industrial District under the Buffalo City Code as it is modified in Exhibit "A" attached hereto, or as said M-1 Industrial District may be amended from time to time by the City of Buffalo.

4.

Structure, Quality, Size and Maintenance

All structures within the subdivision shall be of a design common to that of a permissible use and all structures shall be maintained in good condition.

5.

Building Lines and Easements

All building setback lines shall conform to M-1 Zoning, as adopted by the City of Buffalo, Wyoming. For purpose of this restriction, eaves, steps and loading docks shall not be considered any part of the structure; provided, however, that they shall not be constructed to permit any portion of a structure upon a lot or lots to encroach upon another lot.

Perpetual easements for installation and maintenance of utilities are hereby reserved upon each lot or lots as follows:

- (a) Five feet (5') wide along adjoining lot line for the purpose of connecting to water, electric and telephone lines.
- (b) Ten feet (10') wide bordering property not included in Park West.

6.

Noxious or Offensive Activities

No noxious fumes or severely offensive odors shall be emitted to the air or any offensive activities carried on upon any lot or lots, which may be or does become a nuisance to the general neighborhood.

7.

Signs

Any sign will be permitted if the same would have been permitted under the provisions of the Buffalo City Code applicable to M-1 Industrial district zoning regulations as said code may exist now or as it may be amended from time to time hereafter.

8.

Livestock

No animals of any kind shall be raised or bred for commercial purposes upon any lot or lots, and the same shall not be used for the pasture or feeding of any animal or poultry for resale, whether such re-sale shall take place on the premises or at another location.

9.

Garbage and Refuse Disposal

No lot or lots all be used or maintained as a dumping ground for rubbish of any type and no rubbish or garbage should be permitted to accumulate upon any lot or lots. The owners of each lot shall maintain a sanitary container for the disposal of trash and garbage. No trash or garbage or other waste shall be kept on any location other than in appropriate containers for future disposal. There shall be no open burning of garbage or rubbish at any time on any lot or lots except with permission first obtained by said lot owner from an official of the Wyoming Department of Environmental Quality.

10.

Vehicles, Parking and Roads

NO PROVISION IS MADE IN PARK WEST FOR PUBLIC MAINTENANCE OF STREETS OR ROADS. Each lot or lots owner shall provide off-the-road parking sufficient to accommodate the parking requirements inherent in the nature of his business and improvements on his lot.

Each owner of a lot or lots shall be responsible for the maintenance and repair of any road dedicated by the official plat of said subdivision as fronts, adjoins, or is 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 that portion of the subdivision road.

11.

Water Supply

NO PROVISION IS MADE IN PARK WEST FOR PUBLIC OR CENTRAL DOMESTIC OR OTHER WATER SOURCE. No individual water supply system is designed, located and constructed in accordance with the standards, requirements and provisions of the Wyoming Department of Environmental Quality, and in accordance with the laws of the State of Wyoming. Approval of such systems shall be obtained from said authority prior to installations.

With regard to water wells, all such wells shall be cemented around the casing at all levels above the water bearing sands and in any event cemented to a minimum depth of twenty-five (25) feet.

12.

Noise Abatement

No lot or lots owner shall cause or permit any person, machine or device to emit loud noise that unreasonably offends the peace and quiet of other owners or occupants of any other lot.

13.

Re-Subdivision

No lot within Park West may be re-subdivided without the express written permission of the Johnson County Planning Commission and the Johnson County Board of County Commissioners.

14.

Enforcement

Enforcement of the covenants and restrictions herein shall be by maintaining an action in law or in equity against any person, corporation or other entity violating or attempting to violate any of the covenants herein and may be maintained by the developers or by any other owner of lot or lots.

15.

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 twenty-five (25) years from the date hereof, and automatically shall be continued thereafter

for successive periods of twenty-five (25) years each. It is, however, provided, that the owners of not less than seventy-five percent (75%) 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 by obtaining the written consent of the Johnson County Planning Board or its successor and 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.

16.

Enforcement by County

Any of the covenants, restrictions, or conditions contained herein which may, in the sole discretion of the Board of County Commissioners for Johnson County, Wyoming, be in the public interest, may, in the sole discretion of the Board of County Commissioners for Johnson County, Wyoming, 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.

17.

Severability

Invalidation of any one or more of the covenants or conditions hereof by a Court judgment or order shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration of Restriction Covenants is executed on this 2ND day of August, 1983.

TRIPLE K, a Partnership:

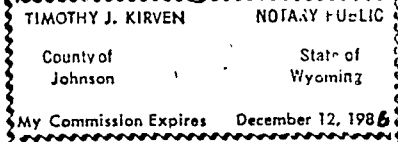
By Tommy J. Kirven Partner
By William J. Kirven III Partner
By Tommy J. Kirven POA Partner
By Dennis M. Kirven Partner

Ronald A. Hanson
RONALD A. HANSON
Clara J. Hanson
CLARA J. HANSON

STATE OF WYOMING)
) ss.
County of Johnson)

The foregoing instrument was acknowledged before me by
RONALD A. HANSON and CLARA J. HANSON this 11TH day of
July, 1983.

Witness my hand and official seal.



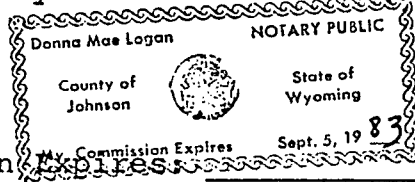
Timothy J. Kirven
Notary Public

My Commission Expires: Dec. 12, 1986

STATE OF WYOMING)
) ss.
County of Johnson)

The foregoing instrument was acknowledged before me by
Timothy J. Kirven, William J. Kirven III, Dennis M. Kirven,
Kirven, partner(s) of TRIPLE K, a partnership,
who acknowledged said instrument to be the free act and deed of
said partnership this 2nd day of August, 1983.

Witness my hand and official seal.



Donna Mae Logan
Notary Public

My Commission Expires: _____

EXHIBIT "A"
LAND DESCRIPTION

A tract of land located in the SE1/4SE1/4 of Section 33, T51N, R82W, of the 6th P.M., Johnson County, Wyoming, being more particularly described as follows:

Commencing at the southeast corner of said Section 33, said southeast corner being the true point of beginning;

thence S89°46'35"W along the South line of said Section 33 a distance of 480.00 feet to a point;

thence N00°22'41"W a distance of 1320.47 feet to a point, said point being on the North line of said SE1/4SE1/4 of said Section 33;

thence N89°47'00"E along said North line of said SE1/4SE1/4 of said Section 33 a distance of 480.00 feet to a point, said point being the northeast corner of said SE1/4SE1/4 of said Section 33;

thence S00°22'41"E along the East line of said Section 33 a distance of 1320.41 feet to the true point of beginning.

Said tract containing 14.55 acres, more or less.

EXHIBIT "A"

Township 51 North, Range 32 West, 6th P.M.

Section 33: A tract of land in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ more particularly described as follows:

Beginning at a point on the east line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 33, T. 51 N., R. 82 W., 6th P.M., Wyoming, bearing S. 0°22'41" E. a distance of 19.24 feet from the northeast corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence S. 89°37'20" W. a distance of 220.00 feet; thence S. 0°22'41" E. a distance of 266.67 feet; thence N. 89°37'20" E. a distance of 220.00 feet to a point on the east line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence N. 0°22'41" W. along said east line a distance of 266.67 feet to the point of beginning, all lying in said SE $\frac{1}{4}$ SE $\frac{1}{4}$.

TOGETHER WITH all improvements situate thereon and easements and appurtenances thereunto belonging;

SUBJECT TO all easements, reservations, covenants and restrictions, if any, of record.

EXHIBIT "A"

Sec. 29-1.10. M-1 Industrial District.

A. Use Regulations. Buildings and premises may be used for any lawful purpose not in conflict with any ordinance of the City of Buffalo; provided, however, that no permit shall be issued for any of the following uses unless the location of such use shall have been approved by the Board of Adjustment as hereinafter provided:

1. Acid Manufacture.
2. Ammonia, bleaching powder or chlorine manufacture.
3. Asphalt manufacture or refining, paving mixture plant.
4. Blast furnace.
5. Brick, tile or terra cotta manufacture.
6. Cement, lime, gypsum or plaster of paris manufacture.
7. Central mixing plant for cement, mortar, plaster or concrete.
8. Creosote treatment or manufacture.
9. Disinfectants manufacture.
10. Distillation of bones, coal or wood.
11. Dyestuff manufacture.
12. Explosive manufacture or storage.
13. Exterminator and insect poison manufacture.
14. Fat rendering.
15. Fertilizer manufacture.
16. Garbage, offal or dead animals incinerations, reduction or dumping.
17. Gas manufacture.
18. Glue, size or gelatine manufacture.
19. Iron, steel, brass or copper mill.
20. Oiled goods manufacture from raw materials.
21. Ore reduction or smelting.

EXHIBIT "A"

(cont'd)

22. Paint, oil shellac, turpentine or varnish manufacture.
23. Paper and pulp manufacture.
24. Petroleum refining.
25. Rubber or gutta percha manufacture or treatment.
26. Shoe polish manufacture.
27. Slaughter house, not including poultry and rabbit dressing.
28. Soap manufacture.
29. Soda and compound manufacture.
30. Stockyards.
31. Tallow, grease or lard manufacture or refining, including processing of animal fat.
32. Tar roofing or waterproofing manufacture.
33. Tar distillation or manufacture.
34. Vinegar manufacture.
35. Yeast Plant.
36. Foundry Works.
37. Acetylene Gas Manufacture.
38. Petroleum and its Products Refining.
39. Junk, used material, auto wrecking, salvage, paper, scrap, bottles or rags, baling or storage except where such activities are carried on entirely within a building or enclosed within an eight foot (8') fenced area constructed to conceal the same from view.