

Restrictions indicating a preference, limitation 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 } ss

012643

This instrument was filed for record on 7-7 1993 at 10:10 A.M., and was duly recorded in Book 8644 page 351-354 see \$ 12.00

STATE OF WYOMING)
COUNTY OF JOHNSON) ss

By Deverly Roberts Register of Deeds.
Deputy

TO THE PUBLIC
DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
FOR VALLEY VIEW ESTATES SUBDIVISION
A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by Lawrence R. Gunderman and Gladys M. Gunderman, of Johnson County, Wyoming, hereinafter referred to as "Declarant".

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 the County Clerk and Record of Deeds for Johnson County, Wyoming, in connection with the Subdivision designated as Valley View Estates 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 comprises Valley View Estates 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 the lots comprising Valley View Estates 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 Valley View Estates Subdivision.

I.
DESIGNATION OF LOTS

The lots comprising Valley View Estates Subdivision are hereby designated as R-1 Residence District, according to the City of Buffalo, Wyoming, Zoning Regulations in force at the date of filing of these covenants. The lots comprising Valley View Estates Subdivision shall not be further subdivided or split in any manner without the approval of the Buffalo City Council, Buffalo, Wyoming, and the Johnson County Board of County Commissioners for Johnson County, Wyoming.

II.
SETBACK REQUIREMENTS

No building or part thereof shall be located nearer than twenty (20) feet to any lot line, street, or easement.

III.
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.

IV.
TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used upon any lot 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 reasonable required, convenient, or incidental to the construction of a permanent structure upon said lot.

V.
LIVESTOCK

No animals of any kind shall be allowed on any lot except for domestic pets. Domestic pets shall not be allowed to remain loose within the Subdivision. The owner of any lot is required to keep domestic pets within the confines of that lot. Only one horse shall be allowed on lots containing less than five (5) acres, and, only two (2) horses shall be allowed on lots containing more than five (5) acres. Fences are to be maintained and in good repair by owners of any lot having outside pets. Animal refuse shall not be allowed to become offensive to neighbors.

VI.
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 the lot after construction of buildings. No outside burning shall be allowed except household trash shall be allowed when using metal barrels with steel mesh lids.

VII. WATER SUPPLY

No provision is made in the Valley View Estates Subdivision for a public or central domestic water source.

Any new individual water supply system shall not 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 new 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.

VIII.
SEWAGE DISPOSAL

No provision is made in the Valley View Estates Subdivision for a public or central sewage disposal system.

Any new individual sewage disposal system shall not 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 new systems.

IX.
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 and all parties and persons claiming under them for a period of ten years from the date hereof, and automatically shall be continued thereafter for successive periods of ten years each. It is, however, provided that the owners of any lot 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 restrictions with approval of the Johnson County Planning Commission, City of Buffalo Planning Commission, the Johnson County Board of County Commissioners, and the City Council of Buffalo by executing and acknowledging an appropriate agreement in writing and filing the same in the Office of the 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.

**X.
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 any lot, their successors, assigns, and with each of them, to conform to said restrictions. The purchase of any lot within Valley View Subdivision is taken as an assent to be bound by these covenants during the period of ownership and to abide thereby. Declarants, or the owners of any lot shall have the right to sue for and obtain 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 Declarants or of the owners of any lot 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 violations. Reasonable attorneys fees shall be recovered as required in any proceedings 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.

**XI.
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 the lot shall be taken as consent to pay costs and fees and the same shall be a lien on the land.

**XII.
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.

