

COPY

21349

STATE OF WYOMING }  
COUNTY OF JOHNSON } ss

STATE OF WYOMING )  
County of Johnson ) ss.

This instrument was filed for record on April 5 1983  
at 10:15 A.M., and was duly recorded in Book 368-77 page 25  
Fee \$ 24.00  
Carol A. Bartow Register of Deeds.  
By \_\_\_\_\_ Deputy

TO THE PUBLIC:

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR  
BIG HORN ESTATES PHASE II  
A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth, by CLYDE O. DEMONNEY, FAYE E. DEMONNEY, JIMMIE LEROY MCLAUGHLIN, DIANNE MCLAUGHLIN and JESSIE GOLDENA DIXON, a/k/a JESSIE G. DIXON, of Johnson 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 the County Clerk and Recorder of Deeds for Johnson County, Wyoming, in connection with the Subdivision designated BIG HORN ESTATES PHASE II, 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 BIG HORN ESTATES PHASE II 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, 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 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 BIG HORN ESTATES PHASE II subdivison.

I.

DESIGNATION OF LOTS

1) Lots 6, 7, 8, and 9 are hereby designated as a commercial district and may be utilized for such commercial purposes as are permitted in a B-2 Business District under the Buffalo City Code as it exists or may be amended from time to time provided that Lots 6, 7, 8, and 9 may not be used to commercially raise livestock of any kind.

2) The remaining lots in BIG HORN ESTATES PHASE II are hereby designated single family residential lots. No lot or any improvement located thereon shall be used for any type of commercial endeavor but shall be used for single family residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stores in height, a private garage for not more than two cars, and one additional structure for storage or for housing animals within the limits of these covenants.

II.

DWELLING QUALITY AND SIZE

No dwelling shall be permitted on any lot herein designated as single family residential lots in which the ground floor area of the main structure, exclusive of porches, basements and garages, shall be less than 1200 square feet. If mobile homes are used as a residence, they shall have a minimum of 800 square feet manufactured floor space and shall be skirted with materials which present a neat and attractive appearance and are colored so as to match or blend with the exterior coloring of said mobile home.

III.

ADDITIONS TO STRUCTURES

No addition shall be attached to any existing structure or mobile home unless the addition is of a permanent nature constructed on a permanent foundation and consisting of similar materials as the original structure or mobile home and the exterior is finished in a similar or matching material and color as the original structure or mobile home.

IV.

SETBACK REQUIREMENTS

With respect to those lots designated as single family residential lots, no building or any part there shall be located nearer than:

- a) Twenty (20) feet from any north-south dedicated street or north-south sixty (60) foot access easement.
- b) Twelve (12) feet from any east-west dedicated street or east-west sixty (60) foot access easement.
- c) Five (5) feet from any property line.

V.

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.

VI.

TEMPORARY STRUCTURES

No structure, trailer, basement, tent, shack, garage, barn, or other such structure of a temporary character shall be used upon any lot at any time as a residence or any part thereof, either temporarily or permanently, or as an enclosed porch or shed. Temporary structures which are customary in a

construction industry which are reasonably required, convenient or incidental to the construction of a permanent structure upon a lot may be permitted for a period not to exceed one year.

## VII.

### SIGNS

With regard to any lot designated as a single family residential lot, no signs of any type shall be displayed to public view on any lot except one professional sign of not more than two feet square, one sign of not more than five feet square advertising the property for sale or rent, or signs being used by a builder to advertise the property during the construction and sales.

With regard to those lots designated for commercial use, any sign will be permitted if the same would have been permitted under the provisions of the Buffalo City Code applicable to B-2 Business District zoning regulations as said code may exist now or as it may be amended from time to time hereafter.

## VIII.

### LIVESTOCK

No animals of any kind may be raised or bred for commercial purposes. No livestock, including domestic pets, shall be allowed to remain loose within the Subdivison. The owner of each lot shall be required to keep all animals which he owns within the confines of his respective lot. No lot owner shall allow any animals which he may keep on or within his respective lot to produce a stench or smell so as to become obnoxious and offensive to the surrounding lot owners.

## IX.

### 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 that have tops or lids. All incinerators or other equipment for the storage or disposal of waste shall be kept in a clean and sanitary condition.

All clothes lines, equipment, garbage cans, service yards, woodpiles, or storage piles, shall be kept screened by adequate planting or fencing so as to be concealed from the view of neighboring residences and streets. All clothes lines shall be confined to the rear of residences.

X.

WATER SUPPLY

NO PROVISION IS MADE IN BIG HORN ESTATES PHASE II FOR PUBLIC OR CENTRAL DOMESTIC WATER SOURCE. No individual water supply systems shall be permitted on any lots unless said system is located, constructed and equipped in accordance with the standards, requirements and recommendations of the State of Wyoming, and such regulations of Johnson County or any regulatory agency of the State of Wyoming, as may be promulgated and in effect. Approval of said systems as installed shall be first obtained from such authorities.

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.

XI.

SEWAGE DISPOSAL

NO PROVISION IS MADE IN BIG HORN ESTATES FOR PUBLIC OR CENTRAL SEWAGE DISPOSAL SYSTEMS. No individual sewage disposal system shall be permitted on any lot unless said system is

located, constructed and equipped in accordance with the standards, requirements and recommendations of the State of Wyoming, and such regulations of Johnson County or any regulatory agency of the State of Wyoming as may be promulgated and in effect. Approval of said systems as installed shall be first obtained from such authorities.

## XII.

### EASEMENTS FOR UTILITIES

1) Easements for the installation, repair, re-installation, replacement and maintenance of utilities are reserved as provided in the recorded plat of BIG HORN ESTATES PHASE II. The said utility easements are hereby dedicated, granted and conveyed to all public utilities and cable television suppliers, privately owned, now or hereafter providing utility and television services to BIG HORN ESTATES PHASE II 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 BIG HORN ESTATES PHASE II.

2) Within all utility easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

3) In the event that the lots within BIG HORN ESTATES PHASE II shall hereafter be incorporated within the city limits of the City of Buffalo, Wyoming, said easements as shown on the recorded plat of the BIG HORN ESTATES PHASE II shall become city streets and roadways and are hereby dedicated, granted

and conveyed for that purpose.

XIII.

SUBDIVISION ROADS

1) NO PROVISION IS MADE IN BIG HORN ESTATES PHASE II FOR PUBLIC MAINTENANCE OF STREETS OR ROADS.

2) Lot owners within the Subdivision shall be responsible for the maintenance and repairs of that portion of any subdivision 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 that portion of the subdivision road.

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 in the roads within the Subdivision. Parking said vehicles between the front of buildings within the Subdivision and roads in the Subdivision shall be of a temporary nature and said vehicles shall not be parked in such location for storage from one season to another, or while not in seasonal use.

4) 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 at any one time; provided, that nothing herein shall be interpreted to prohibit the use of those lots designated for commercial use for the repair of vehicles, provided such use is in compliance with the provisions of the Buffalo City Code applicable to B-2 Business Districts.

5) No lot owner shall be permitted to use any access from any road within the Subdivision onto U.S. Highway 16 except as may be approved by the Wyoming Highway Department in accordance with their rules and regulations as they may be

promulgated from time to time, it being the specific intention of this provision that the access from any road within the Subdivision onto U.S. Highway 16 shall be limited in order to insure maximum safety to the users of said subdivision roads and U.S. Highway 16.

XIV.

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 (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 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.

XV.

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 BIG HORN ESTATES PHASE II is taken as an assent to be bound by these covenants during the period of ownership. Declarants or the owner of any of the lots 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 owner of any of the other lots 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 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.

#### XVI.

##### 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 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.

XVII.

SEVERABILITY

Invalidation of any one of these covenants by judgment or Court order shall in no way or manner effect 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 1st day of March, 1983.

Clyde O. DeMonney  
Clyde O. DeMonney

Faye E. DeMonney  
Faye E. DeMonney

Jimmie Leroy McLaughlin  
Jimmie Leroy McLaughlin

Dianne McLaughlin  
Dianne McLaughlin

Jessie Golden Dixon  
Jessie Golden Dixon, a/k/a  
Jessie G. Dixon

STATE OF WYOMING )  
County of Johnson ) ss.

The foregoing instrument was acknowledged to before me on this 1st day of March, 1983 by Clyde O. DeMonney, and Faye E. DeMonney.

Witness my hand and official seal.

Heta M. Neustel  
Notary Public

My Commission Expires:

