

COPY

STATE OF WYOMING }  
COUNTY OF JOHNSON }

55249

STATE OF WYOMING )  
County of Johnson ) ss

This instrument was filed for record on May 7 1980  
at 10:00 AM, and was duly recorded in Book 364 page 22  
William P. Robbins Register of Deeds.  
Deputy

THE PUBLIC:

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR  
BUENA VISTA SUBDIVISION  
A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by  
no Development Corporation of Johnson County, Wyoming, 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 Buena Vista Subdivision, situate in Johnson County,  
Wyoming, as the same described in Exhibit "A", attached hereto and in-  
corporated herein by reference, and;

WHEREAS, Declarant desires to place certain restrictive and  
protective covenants on the Lots which comprise Buena Vista 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 Buena Vista Subdivision and hereby specifying that these decla-  
rations 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 Buena Vista Subdivision.

I.  
DESIGNATION OF LOTS

The lots in Buena Vista Subdivision are hereby designated single  
family residential lots. No lot shall be used except for residential pur-

es. No building shall be erected, altered, placed, or permitted to  
main on any lot other than one single-family dwelling not to exceed two  
ories in height, and a private garage (attached or detached) and one  
ditional structure for storage or for housing animals within the limits  
the covenants. No lot may be further subdivided.

II.  
DWELLING QUALITY AND SIZE

No dwelling shall be permitted on any lot on the ground floor area  
the main structure (exclusive of porches, basements and garages) of which  
less than One Thousand (1,000) square feet or Nine Hundred (900) square  
et for a building of more than one story provided that the total finished  
ing area shall be at least Seventeen Hundred (1,700) square feet.

III.  
ARCHITECTURAL CONTROL

No building, structure, fence, or other improvement shall be  
ected, placed or altered on any lot until the construction plans and  
ecifications and site plan showing the location of the structure(s) have  
en approved by the Development Committee (provided for herein) as to  
ality of workmanship and materials, harmony of external design, color, and  
aterials with existing, contemplated and previously approved structures,  
las to location with respect to topography and finished grade elevation.

IV.  
SETBACK REQUIREMENTS

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

V.  
NUISANCES

No noxious or offensive activities shall be carried on upon any  
t, nor shall anything be done thereon which may be, or may become, an  
noyance or nuisance to the neighborhood.

VI.  
TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent,  
ack, garage, barn, or other out building shall be used upon any lot at any  
me as a residence, either temporarily or permanently, except that for a  
riod of one (1) year, temporary facilities may be placed upon any lot which

all be reasonably required, convenient or incidental to the construction of a permanent structure upon said lot.

VII.  
SIGNS

No signs of any kind shall be displayed to public view on any lot except one professional sign of not more than one (1) square foot, one sign not more than five (5) square feet advertising the property for sale or rent, or signs being used by a builder or the developer, to advertise the property during the construction and sales period.

VIII.  
LIVESTOCK

No animals 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 animals does not become offensive or a nuisance to the neighborhood. 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 he is responsible within the confines of that lot.

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.

Rocks, dirt piles and construction debris shall be promptly removed from lots after construction of buildings.

X.  
MOBILE HOMES

All construction on lots within the Subdivision shall be new, and no building or buildings may be moved from other locations onto the lots. No mobile homes or homes with factory-installed axles or wheels, whether removable or not, may be placed upon any lot in the Subdivision provided; however, that modular homes may be placed upon said lots; provided that said homes are placed on permanent foundations or basements and shall not have flat roofs.

XI.  
PERIMETER ACCESS

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 lot not included in the Subdivision.

XII.  
WATER SUPPLY

1) NO PROVISION IS MADE IN BUENA VISTA SUBDIVISION FOR PUBLIC OR PRIVATE 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 agency regulations promulgated by Johnson County, provided further, that no well be dug, drilled or installed upon any lot unless it is cased and cemented to water bearing strata to the surface.

XIII.  
SEWAGE DISPOSAL

1) NO PROVISION IS MADE IN BUENA VISTA SUBDIVISION FOR PUBLIC OR PRIVATE 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 agency rules and regulations promulgated by Johnson County. Provided further, that a private or a similar type of closed loop septic system shall be used upon any lot within the subdivision when the maximum ground water level comes within (7) feet or less from the surface of the lot or whenever required by ordinance, State or local authorities or the Development Committee.

XIV.  
EASEMENTS FOR UTILITIES

Easements for the installation, repair, re-installation, replacement and maintenance of utilities are reserved as provided in the recorded plat of Buena Vista Subdivision. The said utility easements are hereby dedicated, granted and conveyed to all public utilities and cable television suppliers, privately or publicly owned, now or hereafter providing utility and television services to Buena Vista 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. All utilities shall be underground unless provided to the contrary by the Development Committee.

Lots 1 and 8, Block 1; Lots 1, 2, 6 and 5, Block 2; of the Buena Vista #1 Subdivision shall have a forty (40) foot easement, fifteen (15) feet on the west and twenty five (25) feet on the east of an existing natural gas line owned by Montana Dakota Utilities. The above stated easements are shown on the filed plat.

Termination of the above conditions will be made subject only by the removal of the existing gasline and notification to each of the Lot owners occupying the above stated lots by MDU.

XV.  
SUBDIVISION ROADS

1) NO PROVISION IS MADE IN BUENA VISTA SUBDIVISION FOR PUBLIC MAINTENANCE OF STREET OR ROADS:

2) Lot owners are severally responsible, on an equal basis, for maintenance of all dedicated roads internal to the Subdivision. The Development Committee shall, from time to time, as it deems necessary or desirable, employ, rent or purchase such equipment, services and supplies to adequately maintain the roads and pay the same from assessments on lots within Buena Vista Subdivision.

3) Parking of trailer, trailer campers, truck campers, bus campers, boats and trailers or otherwise large vehicles, such as stock trucks and trailers, or any vehicles not in operating condition, shall be limited to a period of seventy-two (72) hours when parked in any dedicated road or access easement within the Subdivision.

XVI.  
ASSESSMENTS

Each lot owner is obligated to pay the Development Committee an annual assessment for maintenance of dedicated Subdivision roads and the administrative expenses of the committee, which are secured by a continuing lien upon each lot against which the assessment is made. Assessments are due thirty (30) days after date of mailing. Assessments not paid within thirty (30) days after the same are due shall be considered delinquent and shall bear interest from the delinquency date at the rate of fifteen percent (15%) per

... The Development Committee may bring an action at law against the owner  
... owners obligated to pay the same, or may, at the election of the committee,  
... enclose the lien against the property, after notice and filing of the lien  
... the manner provided by statute for labor and materialman's liens. In the  
... ent delinquent assessments are placed in the hands of an attorney for  
... llection of foreclosure, interest, costs and attorneys fees shall be added  
... the amount to be recovered.

XVII.  
DEVELOPMENT COMMITTEE

There is hereby established a Development Committee which shall have  
the following duties and powers:

1) Purpose:

- a) To provide for maintenance, repair and improvement of streets  
and roads, and common areas, if any, of BUENA VISTA SUBDIVISION: and
- b) To enforce the declaration of covenants for BUENA VISTA  
SUBDIVISION: and
- c) To promote the health, safety and welfare of the residents  
BUENA VISTA SUBDIVISION and to protect the correlative rights of the residents.

2. Powers:

- a) To adopt and publish rules and regulations governing the  
maintenance, preservation, operation and use of:
  - (1) Dedicated roads and streets within the Subdivision;
  - (2) Common Areas, if any, and facilities thereon, if any;
- b) Adopt and publish guidelines for the imposing of annual  
(more frequent if necessary for operating reasons) assessments and  
special assessments;
- c) Suspend the voting and utilization rights of a member  
during any period in which such member shall be in default in the payment of  
any assessment levied by the Association;
- d) Exercise all powers, duties and authority vested in or  
delegated to the Development Committee by the Declaration of Restrictive  
Covenants;
- e) Employ a manager, an independent contractor, or such other  
employees as it may deem necessary, and to prescribe their duties;

f) Employ, rent, hire or purchase such services, equipment and supplies upon such terms and conditions it deems appropriate, including credit, as necessary to carry out its duties as provided herein.

g) Subject the lots to an annual (or more frequent if necessary) and special assessments or charges, which charge may be adjusted or reduced from time to time by the committee as, in the judgment of the committee, may be required, and to collect the assessments.

h) Pass upon those matters requiring its approval as provided herein.

1) To act as arbitrator for any disputes arising between lot owners regarding the interpretation of these covenants.

j) Maintain such checking or saving accounts as it deems necessary to fulfill its functions.

k) To perform such other functions as are necessary and appropriate.

3) Duties:

a) Cause to be kept a complete record of all its acts and affairs and to present an annual statement thereof to lot owners on December 31 of each year or when such statement is required in writing by one-fourth ( $\frac{1}{4}$ ) of the lot owners.

b) Supervise all contractors, agents and employees and to see that their duties are properly performed.

c) Fix the amount of the annual (more frequent if necessary) and special assessments, send written notice of each assessment to every owner subject thereto and impose a lien against any property for which assessments are not paid within sixty (60) days after due date or bring an action at law against the owner personally obligated to pay the same.

d) Issue, or to cause to issue, upon demand any lot owner, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates.

e) Cause the streets, roads, and common areas, if any, to be maintained for the use and benefit of owners.

4) Membership:

The Development Committee is composed of Reno Development Corporation,

Buffalo, Wyoming, AND the record owner of the first lot sold in BUENA VISTA SUBDIVISION. At any time three fourths (3/4) of the then recorded lot owners shall have the power, through a duly recorded instrument to change the entire membership of the committee. Each lot (regardless of the number of owners of the lot) shall cast one vote for each member of the Committee. Cumulative voting is prohibited.

5) Procedure:

Each committee member shall have one vote. A majority of the committee may act for the committee and may designate an individual to act for it. Meetings of the committee shall be upon five (5) days notice by mail or oral notification (including telephonic notice). The member of the committee shall not be entitled to compensation for services performed pursuant to this covenant.

In the event of the death or resignation of any member of the committee, the remaining members of the committee may designate a successor by a duly recorded instrument.

The committee's approval or disapproval as required by these covenants shall be in writing. In the event the committee, or its designated representative, shall fail to approve or disapprove development plans submitted by an owner within sixty (60) days after the plans have been submitted in writing, approval shall not be required. If no suit is brought to enjoin the construction of any structure prior to the substantial completion thereof, the covenants relating to the structure shall be deemed to have been complied with.

XVIII.  
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 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.

XIX.  
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 with BUENA VISTA SUBDIVISION is taken as an assent to be bound by these covenants during the period of ownership and an agreement to pay all assessments, attorneys fees, costs and interests as provided herein. Declarants, the Development Committee, 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 Declarant 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.

XX.  
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, at 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