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**DECLARATION OF PROTECTIVE COVENANTS**

Lots 4, 5, 6 and 7, Block 68 of the Burlington Addition

This Declaration of Restrictive Covenants (hereinafter referred to as the "Covenants") is made by **NADINE P. GEORGE**, (hereinafter referred to in these Covenants as "Declarant").

**I.**  
**PURPOSE OF COVENANTS**

1.1 Declarant is the owner of the following described property, to-wit:

Lots 4, 5, 6 and 7, Block 68 of the Burlington Addition to the City of Buffalo, Johnson County, Wyoming, according to the official plat thereof on file and of record in the office of the County Clerk of Johnson County, Wyoming

1.2 Declarant declares that the above property is and shall be held, conveyed and encumbered subject to these Covenants; which Covenants shall run with the land subject to these Covenants and the land benefitting from these Covenants shall be binding on the owners of the property; and which Covenants are declared to be for the purpose of enhancing, maintaining and protecting the appearance, attractiveness and value of the property. Declarant declares that these Covenants are for and inure to the benefit of the property.

**II.**  
**COVENANTS**

2.1 All manufactured or modular homes are to built to UBC code and on permanent perimeter foundations and in accordance with the Code of the City of Buffalo. Said manufactured or modular homes shall have tape and texture in the living areas and a minimum of a 4/12 pitch roof.

2.2 Front yards must be landscaped with a minimum of a sidewalk, grass and one (1) tree. There are to be no fences in the front yards.

2.3 There will be no parking in the front yards.

2.4 No lands within the area shall ever be occupied or used by or for any building or purpose or in any manner which is contrary to the zoning regulations applicable thereto validly in force from time to time.

2.5 All property and all improvements shall be kept and maintained by the owner thereof in clean, safe, attractive and sightly condition and in good repair.

2.6 No noxious or offensive activity shall be carried on upon any property nor shall anything be done or placed on any property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

2.7 No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

2.8 No unsightliness shall be permitted upon any of the property. Without limiting the generality of the foregoing: (a) any unsightly structures, facilities, equipment, tools, boats, vehicles other than automobiles, objects and conditions shall be enclosed within an approved building or appropriately screened from view, except equipment and tools when in actual use for maintenance or repairs; (b) no trailers, mobile homes, truck campers or trucks other than pickup trucks, shall be kept or permitted to remain upon the property except on a temporary basis not to exceed two (2) weeks, except that recreational vehicles used for personal enjoyment may be stored or parked in the rear yard of each lot; (c) refuse, garbage and trash shall be placed and kept at all times in a covered container and such container shall be kept within an enclosed structure or appropriately screened from view.

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Linda Barnhart # 14.00  
JOHNSON COUNTY CLERK

### III. ENFORCEMENT

3.1 The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any supplemental or amended declaration with respect to the association shall be enforceable by Declarant or by any owner of a site subject to this Declaration by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any supplemental or amended declaration with respect to a person or entity or property of a person or entity other than the association or Declarant shall be enforceable by Declarant or the association by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

3.2 No violation or breach of any provision, restriction, covenant or condition contained in this Declaration or any supplemental or amended declaration and no action to enforce the same shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration or any supplemental or amended declaration except only that violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors and assigns.

### IV. GENERAL PROVISIONS

4.1 Any provision, covenant, condition or restriction contained in this Declaration shall continue and remain in full force and effect for the period of twenty (20) years or until this Declaration is terminated as hereinafter provided, whichever first occurs. Provided, however, that unless at least one year prior to said time of expiration, there is recorded an instrument directing the termination of this Declaration, executed by the owners of not less than two-thirds of all of the property then subject to this Declaration, said other provisions, covenants, conditions, and restrictions shall continue automatically for an additional ten (10) years and thereafter for successive periods of ten (10) years unless, at least one year prior to the expiration of any such extended period of duration, this Declaration is terminated by recorded instrument directing termination signed by the owners of not less than two-thirds (2/3) of all of the property then subject to the Declaration as aforesaid.

4.2 At any time while any provision, covenant, condition or restriction contained in this Declaration or any supplemental or amended declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the owners of not less than two-thirds (2/3) of all of the property then subject to this Declaration. No such amendment or repeal shall be effective with respect to the holder or successor or assign of the holder of a mortgage or deed or trust recorded prior to recording of the instrument specifying the amendment or repeal unless such holder executed the said instrument.

4.3 Exclusive Right to Build. Frontier Homebuilders LLC reserves the exclusive right to construct and build all buildings and improvements of any kind placed on the property. Frontier Homebuilders LLC may, within its sole discretion, release all or part of this exclusive right to construct all buildings and improvements provided, however, that such release is in writing, signed by Frontier Homebuilders LLC prior to the construction (including any related excavation) of any building or improvement of any kind on any portion of the property. A release of this exclusive right to construct and build by Frontier Homebuilders LLC shall not constitute a waiver of this right and the requirement for strict

