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683-682. Fee \$ 16.00

Register of Deeds
Deputy
Lisa Barnhart
asst

INDEXED

RESTRICTIVE COVENANTS

036223

CLEAROCK SUBDIVISION

Clearock Associates, fee owners of the following described real property located in the County of Johnson, State of Wyoming, the same being the real property now duly platted as Clearock Subdivision, a subdivision of the County of Johnson, as such plat is now recorded in Book 2, at page 139 of the records in the Office of the Clerk and Register of Deeds of the County of Johnson, State of Wyoming, hereby make the following declarations as to limitations, restrictions and uses to which the constituting said Subdivision may be put and hereby specify that such declarations shall constitute covenants to run with all the land as provided by law and shall be binding on all the parties and all persons claiming under them and for the benefit of and limitations on all future owners of said Subdivision. This declaration of restrictions being designed for the purpose of keeping the Subdivision desirable, uniform and suitable in architectural design and use as specified herein.

I

Clearock Subdivision shall be restricted to commercial usage. There shall be no residential dwellings, habitats, trailer houses or other homes of any nature whatever constructed in that area known as Clearock Subdivision.

II

There shall be no mining of any type or nature permitted.

III

Clearock Subdivision which borders Clear Creek shall not be altered so as to harm the natural beauty, fish, wildlife, flora or fauna of Clear Creek.

IV

There shall not be erected on any part of the property herein conveyed any building in which any business offensive, noxious or detrimental to the use of the land in Clearock Subdivision shall be conducted nor shall said Subdivision be used for any purpose that as a matter of common experience tends to create a nuisance. Activities prohibited hereunder include, but are not limited to, the following: maintenance of any slaughterhouse, cannery, paper mill, tannery, salvage or junk yard and feed lot.

V

No well for the production of or in which there may be produced oil or gas shall be drilled or operated on the premises nor shall any machinery, appliance or structure be placed, operated or maintained thereon in connection with such activities.

VI

In the interest of public health and sanitation and so the land known as Clearrock Subdivision and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife and other public uses thereof, the Grantee will not use the above-described property for any purpose that would result in the pollution of Clear Creek. No alterations shall be made to the banks of Clear Creek which shall harm the natural aesthetics of Clear Creek or which will permit the introduction of refuse, sewage or other material which might tend to pollute the waters of Clear Creek or otherwise impair the ecological balance of the surrounding lands.

VII

Clearrock Subdivision may not be re-subdivided without the express written permission of the Johnson County Planning Commission and the Johnson County Commissioners.

VIII

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.

IX

1) NO PROVISION IS MADE IN CLEAROCK SUBDIVISION FOR PUBLIC OR CENTRAL 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 agencies and 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 system.

X

1) NO PROVISION IS MADE IN CLEAROCK SUBDIVISION FOR PUBLIC OR CENTRAL DOMESTIC WATER SUPPLY.

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 agencies, and regulations promulgated by Johnson County, provided further, that no well may be dug, drilled, or installed upon any lot unless it is cased and cemented for a minimum of 10 feet from the surface and all intermediate aquifers pierced by the well are sealed above and below.

XI

None of these restrictions and/or covenants may be changed or cancelled without the permission of the Johnson County Planning Commission and the Board of County Commissioners of Johnson County.

XII

It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

XIII

Any of the covenants, restriction, or condition 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 tract 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 these Restrictive 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.

XIV

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 Clearrock Subdivision is taken as an assent to be bound by these covenants during the period of ownership and to abide thereby. Declarants, or 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.

XV

Any of the covenants, restrictions, or conditions contained herein which may, in the sole discretion of 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 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.

XVI

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 the, and all parties and persons claiming under them for a period of five years from the date hereof, and automatically shall be continued thereafter for successive periods of two 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, or may change or modify any one or more of said restrictions with the approval of the Johnson County Planning Commission and the

Johnson County Board of County Commissioners 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.


IN WITNESS WHEREOF, the undersigned, being the owners herein, have hereunto set their hands and seal this 5th day of February, 1996.


CLEAROCK ASSOCIATES


Herman J. Batenhorst


Adam G. Hartman


William R. Peters


Richard W. Douglass

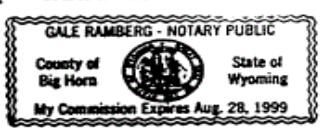

Jerold R. Henderson


Raymond O. Wright

State of Wyoming)
County of Big Horn)

The foregoing instrument was acknowledged before me by Herman J. Batenhorst, Adam G. Hartman, Jerrold R. Henderson, William R. Peters, this 5th day of February, 1996.

WITNESS my hand and official seal.



Gale Ramberg
Notary Public

State of Wyoming)
County of Johnson)

The foregoing instrument was acknowledged before me by Raymond O. Wright, this 6th day of February, 1996.

WITNESS my hand and official seal.



Anita Smith
Notary Public

State of Wyoming)
County of ~~Johnson~~)
Johnson

The foregoing instrument was acknowledged before me by Richard W. Douglass, this 6th day of February, 1996.

WITNESS my hand and official seal.



Anita Smith
Notary Public