

COPY

RESTRICTIVE COVENANTS

of

CLOUD PEAK RANCHETTES

Buffalo, Wyoming

STATE OF WYOMING }  
COUNTY OF JOHNSON } ss.

96970

This instrument was filed for record on April 9 19  
at 3:07 P.M., and was duly recorded in Book 864  
37-25 Fee \$ 8.00  
John P. Robinson Registrar of Deeds

STATE OF WYOMING )  
COUNTY OF JOHNSON ) ss.

WHEREAS, the undersigned are owners of Cloud Peak Ranchettes located in Johnson County, Wyoming, more particularly described on a plat attached hereto and made a part hereof and filed in the office of the County Clerk of Johnson County, Wyoming, and;

WHEREAS, said owners desire to place certain restrictive covenants on said ranchettes for the betterment of the health, safety and welfare of the owners and occupants of said ranchettes.

NOW THEREFORE, said owners do hereby make the following declarations as to limitations, restrictions and uses to which said ranchettes may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitation upon all future owners thereof, this declaration of restriction being designed for the purpose of keeping and maintaining use and development of the ranchettes desirable, uniform and suitable in architectural design as specified herein:

I.

No ranchette shall be used for anything except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling and a private garage, except that a suitable guest house for a single family and buildings incidental to the ranchette use may be permitted, if such structures are of the same architectural design and quality as the residence.

II.

DWELLING COST, QUALITY and SIZE

No dwelling shall be permitted on any lot at a cost of less than Twenty-five thousand (\$25,000.00) Dollars, based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of these restrictions to insure that all dwellings shall be of a quality of workmanship and built of material substantially the same or better than that which could be produced on the date these restrictions are recorded for the minimum cost stated herein. The ground floor area of the main structure of said dwelling, exclusive of one-story open porches and garages, shall not be less than 1,000 square feet for any one story dwelling, nor less than 1500 square feet for a building of more than one story.

III.

BUILDING LINES AND EASEMENTS

No structure shall be located nearer than 50 feet to any lot line. For purpose of this restriction, eaves, steps, and open porches shall not be considered as part of the building, provided, however, that this shall not be constructed to permit any portion of a structure on a ranchette to encroach upon another ranchette. Easements for installation and maintenance of utilities are hereby reserved and placed upon each ranchette as follows:

- A. Eight (8) feet on adjoining lot lines.
- B. Ten (10) feet bordering streets and/or roads.
- C. Ten (10) feet bordering property not included in said Cloud Peak Ranchettes.

Within these easements as set forth above, no structure, shrubbery, trees, or any planting or other material of any type

shall be placed or permitted to remain within said easements which may damage or interfere with installation or maintenance of the utilities placed therein. The easement area of each ranchette and all improvements placed thereon and therein consistent with the provisions of this restriction shall be maintained continuously by the owner of said ranchette, except for those improvements for which a public authority or private utility company is responsible.

Specifically exempted from the provisions of this paragraph is that portion of the ranchette line of Ranchette No. 45 that borders on Rose Drive. No easements of any kind are provided or reserved herein on this line.

#### IV.

#### NUISANCES

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

#### V.

#### OUTBUILDINGS AND TEMPORARY STRUCTURES

No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any ranchette at any time as a residence, either temporarily or permanently. The height of all outbuildings built on a ranchette consistent with the provisions of these restrictive covenants shall not exceed that of the dwelling house placed on the ranchette.

#### VI.

#### SIGNS

No sign of any kind shall be displayed to the public view on any ranchette except one professional sign of not more

than two (2) square feet advertising professional services, and a sign of not more than three (3) square feet advertising the ranchette for sale or rent. One sign of not more than thirty-five (35) square feet may be maintained by the original developers of Cloud Peak Ranchettes, advertising the development. This sign shall be removed on the date the last available ranchette is sold.

VII.

LIVESTOCK

No animals of any kind shall be raised or bred for commercial purposes. No ranchette shall be used for the pasture or feeding of any animal or poultry for resale whether such resale shall take place on the premises or at another location.

VIII.

GARBAGE AND REFUSE DISPOSAL

No ranchette shall be used or maintained as a dumping ground for rubbish of any type. The owners of each ranchette shall maintain a sanitary container for the disposal of trash and garbage, said sanitary container to be hidden from the public view. No trash or garbage or other waste shall be kept in any other location other than in said sanitary containers. There shall be no open burning of garbage or rubbish at any time on any ranchette. Ranchette owners shall be allowed to burn leaves and/or wood in such a manner as to comply with the regulations of the Wyoming Environmental Quality Act.

IX.

VEHICLES AND PARKING

Each ranchette owner shall provide off-the-road parking sufficient in an amount to accommodate the parking requirements inherent in the nature of his improvements on his ranchette.

At no time shall non-operable vehicles, machinery, or equipment of any type be allowed to be parked or placed upon any ranchette, or shall any ranchette owner park or place upon his ranchette vehicles, machinery or equipment not regularly used by the occupants of said ranchette for the purpose for which said vehicles, machinery or equipment were originally designed.

X.

WATER SUPPLY.

No individual water supply system shall be permitted on any ranchette unless such system is located, constructed and equipped in accordance with the standards, requirements, reclamations, and provisions of the Wyoming Department of Environmental Quality, and in accordance with the laws of the State of Wyoming. Approval of such systems shall be obtained from said authority.

XI.

SEWERAGE DISPOSAL

No individual sewerage disposal systems shall be permitted on any ranchette unless such system is designed, located and constructed in accordance with the requirements, standards, recommendations and provisions of the Wyoming Department of Environmental Quality and in accordance with the laws of the State of Wyoming. Approval of such system shall be obtained from said authority. No sewerage, sewerage water or waste water of any description shall be allowed to percolate through or flow over any ranchette at any time, regardless of ownership.

XII.

RE-SUBDIVISION

Each ranchette within the Cloud Peak Ranchettes is composed of five (5) or more acres. Any ranchette or combination

of several ranchettes may be re-subdivided and sold as long as all of the ranchettes formed in said re-subdivision are composed of Five (5) acres or more and said re-subdivision is approved by the Johnson County Planning Commission and the Johnson County Board of County Commissioners. Two contiguous ranchettes, if owned by the same record owner, may be combined into one ranchette for the purpose of applying the covenants and restrictions herein contained by such record owner, by making such election in writing, and duly recording the same in Johnson County, Wyoming, and from and after such election, such combination of ranchettes shall be treated as one ranchette for the purpose of applying the provisions hereof.

Nothing contained herein shall prohibit the owner of a ranchette from purchasing a warranty deed for a portion of said ranchette and owning the remaining portion of said ranchette under an agreement for warranty deed, if the same is necessary for financing the dwelling on said ranchette. However, at no time shall a record owner own or have an interest in less than five (5) acres in said Cloud Peak Ranchettes.

#### XIII.

#### AMENDMENTS

The covenants and conditions hereof may be amended, modified, or altered at any time by the consent of the then record owners of seventy-five (75%) per cent or more of the ranchettes, and with the approval of the Johnson County Planning Commission and the Johnson County Board of County Commissioners. For the purposes of this provision, the original developers of said ranchettes shall not be considered as record owners.

#### XIV.

#### ENFORCEMENT

Enforcement of the covenants and restrictions hereof

shall be by proceeding at law or equity against any person, corporation or other entity violating or attempting to violate any of the covenants herein.

XV.

SEVERABILITY

In validation of any one or more of the covenants or conditions hereof by a court judgment or order shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF This declaration of restrictive covenants is executed on this 2 day of April, 1974, in Buffalo, Wyoming.

Elmer Rose  
Owner

C. Fred Martens  
Owner

State of Wyoming )  
County of Johnson ) ss.

The foregoing instrument was acknowledged before me by C. Fred Martens, this 2 day of April, 1974.

Witness my hand and official seal.

William D. Om...  
Notary Public

William D. Om... - Notary Public  
County of Johnson State of Wyoming  
My Commission Expires:

State of Wyoming )  
County of Johnson ) ss.

The foregoing instrument was acknowledged before me by Elmer Rose this 2 day of April, 1974.

William D. Om... - Notary Public  
County of Johnson State of Wyoming  
My Commission Expires:

William D. Om...