

STATE OF WYOMING )  
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COUNTY OF JOHNSON )

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By Jane Law Register of Deed Deputy

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**TO THE PUBLIC**  
**DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS**  
**CROSS THREE SUBDIVISION**  
**JOHNSON COUNTY, WYOMING**

This declaration, made on the date hereinafter set forth by Joe Jarvis Jr. and Donna F. Jarvis, hereinafter referred to as "Declarants":

WITNESSETH

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 as the Cross Three Subdivision situate in Johnson County, Wyoming, as the same described on 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 Cross Three Subdivision 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, which are for the purpose of protecting the value and desirability of all of the lots comprising the Cross Three Subdivision 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 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 Cross Three Subdivision.

**I.**  
**Designation of Lots,**  
**Building Requirements**  
**and Setbacks**

The lots in the Cross Three Subdivision are hereby designated as Residential/Home Business as further defined within these restrictive and protective covenants. No lots shall be used except for Residential/Home Business purposes as defined within these restrictive and protective covenants.

No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height (excluding basements), and a private garage for not more than three cars, and two (2) additional structures for storage, shop building, or for housing animals within the limits of the covenants. A single family dwelling shall contain 1500 square feet minimum, excluding basements. Any other building shall be one story in height and shall not exceed 1500 square feet.

Buildings shall be covered with a non-reflective exterior siding customarily used in conventional dwellings consisting of, but not necessarily limited to, wood, masonry, stucco, masonite, and vinyl or metal lap. All structures, including fencing, constructed on any lot shall be constructed in a professional like manner so as to protect the value and desirability of the lot. All structures shall be maintained in a neat and proper condition at

all times, including but not limited to painting, repairs, and general maintenance of all structures.

Pre-manufactured homes are allowed, provided they are not single-wide units and, they are constructed to the Uniform Building Code (UBC) or other nationally recognized building code standards. For purposes of these covenants, U.S. Housing and Urban Development (HUD) standards are not acceptable building standards. All homes shall meet all requirements of these covenants and shall have a pitched roof with a minimum of a 3/12 pitch. Straw, hay bales, tires, or other similar materials shall be prohibited in, on, or around any home. All homes shall be on a permanent foundation, but no permanent pier foundations are allowed, therefore, no skirting of homes is allowed.

No mobile homes are allowed in the Cross Three Subdivision.

No structure and/or building shall be closer than twenty-five (25) feet from any property line.

Under Home Business, the following restrictions shall be adhered to:

- a. The Business Owner must reside on the lot.
- b. No third party use is allowed.
- c. The business shall not become a nuisance or annoyance to the neighborhood.
- d. No noxious or offensive activities shall be carried on upon either lot.
- e. No retail businesses or operations are allowed.
- f. No business advertising is allowed on the land and/or lots.
- g. No employees are allowed to routinely enter the lot to report for work.
- h. Any equipment, supplies, or materials relating to the business shall be stored in a shop building.
- i. Home Business shall also allow "Hobby" Business type operations.

No lot may be further subdivided or split in any manner.

## **II.** **Nuisances**

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done therein which may be, or may become, an annoyance or nuisance to the neighborhood. No lot shall be maintained in such a manner that will distract from or affect the value of any other lot.

No open burning shall be allowed on any lot or within the Subdivision.

## **III.** **Temporary Structures**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used upon any lot at any time as a residence, either temporary or permanently, except that for a period of one (1) year, temporary facilities may be placed upon any lot which shall be reasonably required, convenient, or incidental to the construction of a permanent structure upon said lot.

**IV.**  
**Livestock**

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 they are responsible within the confines of that lot. No animal 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 animal does not become offensive or a nuisance to the neighborhood. 4H projects are allowed and any livestock corral shall not exceed 100 feet by 200 feet in area. No overgrazing shall be allowed outside the corral area.

**V.**  
**Perimeter Access**

No perimeter lot in the Subdivision shall be used at any time as a means of access to any other lands not included in the Subdivision.

**VI.**  
**Water Supply**

1. **NO PROVISION IS MADE IN THE CROSS THREE SUBDIVISION FOR PUBLIC OR CENTRAL 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 agencies, and regulations promulgated by Johnson County. Provided further that no well may be dug, drilled, or installed upon any lot unless it meets all requirements of the State of Wyoming for well drilling and installation. All wells must be registered with the State Engineers Office.

**VII.**  
**Sewage Disposal**

1. **NO PROVISION IS MADE IN THE CROSS THREE SUBDIVISION FOR 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.

**VIII.**  
**Approach and Driveway Maintenance**

Lot owners shall be responsible for the construction and/or maintenance of approaches and driveways. All approaches shall be constructed according to all applicable rules as adopted by the Johnson County Commissioners

**IX.**  
**Disclosure Statement**

A Disclosure Statement has been prepared as per Johnson County Subdivision Regulations and attached to these Protective Covenants as Exhibit "B".

**X.**  
**Pollution of Waters**

In the interest of public health and sanitation and so that the land known as Cross Three Subdivision and all other land in the same locality can be benefited by a decrease in the hazards of stream pollution and by protection of water supplies, recreation, wildlife, and other public uses thereof, the Grantee will not use or permit the use of the above described property for any purpose that will result in the degradation of these uses nor allow pollution of any stream, lake, or body of water within the subdivision.

No alteration shall be made to the banks of any stream, lake or pond which shall harm the natural aesthetics of the immediate area or which will permit the introduction of refuse, sewage, equipment, or other materials which might affect these uses or pollute the waters or otherwise impair the ecological balance of the surrounding lands.

**XI.**  
**Garbage and Refuse Disposal**

No lot shall be used or 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, piles, and construction debris shall be promptly removed from lots after construction of buildings. The lots shall be maintained at all times to be kept free from any accumulation of debris, including but not limited to garbage, junk, yard or animal wastes, wood, scrap metal, building materials, appliances, furniture, or any other unsightly items. For Home Business restrictions for storage, see Protective and Restrictive Covenant I, Designation of Lots, Building Requirements, and Setbacks contained within this document.

**XII.**  
**General Conditions**

Each of the conditions and covenants set forth 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 (20) years from the date hereof, and automatically shall be continued thereafter for successive periods of twenty (20) years each. It is however provided that the owners of not less than one hundred (100) 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 non-mandatory restrictions only 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 of 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.

**XIII.**  
**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 the Cross Three Subdivision is taken as an assent to be bound by these covenants during the period of ownership and to abide thereby. Declarants, or the owner of any of the lots shall have the right to sue for and obtain an 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 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 by the prevailing party 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.

#### **XIV** **Homeowners Association**

1. **Formation:** After the sale of three (3) lots within the Subdivision, the Developer will create the Cross Three Subdivision Homeowners Association for the purpose of enforcing these covenants, maintaining the roads and road signs within the subdivision and for the other general purposes of the Association as hereunder provided. The owner(s) of each lot shall be members of the association entitled to one vote, whether owned by one or multiple owners. The Homeowners Association will be governed by a Board of Directors elected by its members. The Board of Directors shall be not less than three (3) nor more than five (5) individuals. The Association will adopt bylaws for its operations. The Association will have the further power to place assessments upon any lots within the subdivision for the maintenance of the roads within the subdivision as well as assess fees and penalties for failure to comply with these covenants and for the other provisions as hereinafter provided.

2. **Assessments:** The annual assessment fee shall be determined by the Board of Directors, following input of the voting membership and using recent and proposed maintenance expenses as a guide. Fees may be varied from year to year, but shall be the same for all lots. The annual assessment shall be used to maintain, repair, replace, protect and expand subdivision roads as well as administrative costs of the association. The collection, disbursement and management of the annual assessment shall be as follows:

A. The Board of Directors shall not increase the annual assessment above the amount necessary to properly meet Association purposes.

B. The annual assessment may be increased, if necessary, effective January 1st of each year, by not more than 10 percent (10%) of the previous year's assessment without a vote of the membership.

C. The annual assessment may be increased by more than ten percent (10%) of the previous year's assessment by an affirmative vote of fifty-one percent (51%) of those voting, in person or by proxy, at the annual meeting or at any special meeting called for this purpose. Written notice of such meetings called for such purpose shall be sent to all members of the Association at least fourteen (14) days in advance of the date of such meetings, setting forth the purpose of the meeting.

3. **Notice of Assessment:** It shall be the duty of the Board of Directors to fix the amount of the annual assessment against each lot and notify all owners of lots within the subdivision by sending written notice to every landowner within fourteen (14) days after the date on which the assessment has been fixed and levied, giving the amount of the charge or assessment for the current year, when the same shall be due, and the amount due for each lot or partial lot owned by each such owner. Failure of the Association to levy an assessment or charge for any one year shall not affect the right of the Association to issue assessments in future years. Failure to deliver or levy an assessment due to a lack of an address for the owner of any particular lot within the subdivision shall not discharge the obligation of any such owner from paying such assessment, and it shall be the obligation of any such owner to notify the Association of such owner's current address.

4. **Default in Payment of Assessment:** When any owner shall be in default in the payment of the annual assessment fees, said owner for purposes of voting, will not be considered as a member in good standing. Such owner shall not be reinstated until annual assessment fees have been paid, including interest accrued, in full, and until such



**EXHIBIT "A"**

**Cross Three Subdivision**  
**Perimeter Description**

A tract of land located in the W $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 35, T50N, R82W, of the 6<sup>th</sup> P.M., Johnson County, Wyoming, said tract of land being more particularly described as follows:

Commencing at the southwest corner of said Section 35, said southwest corner of said Section 35 being the true point of beginning of said tract of land;

thence N00°04'53"W along the West line of said Section 35 a distance of 2054.24 feet to a point;

thence S88°46'20"E a distance of 1076.83 feet to a point, said point lying on the westerly right-of-way of Old Highway 87 (WYO 196);

thence N14°36'22"E along said westerly right-of-way of said Old Highway 87 (WYO 196) a distance of 216.31 feet to a point, said point being the point of beginning of a tangent circular curve to the right having a radius of 1950.00 feet;

thence continuing along said westerly right-of-way of said Old Highway 87 (WYO 196) and along said tangent circular curve to the right, through a central angle of 11°55'55" a distance of 406.09 feet to a point, said point lying on the East-West Mid-Section line of said Section 35;

thence S89°51'16"E along said East-West Mid-Section line of said Section 35 a distance of 43.68 feet to a point, said point being the W1/16<sup>th</sup> C-C corner of said Section 35;

thence S00°01'07"E along the East line of said W $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 35 a distance of 2559.98 feet to a point;

thence N89°44'03"W a distance of 671.71 feet to a point, said point lying on the easterly right-of-way line of said Old Highway 87 (WYO 196);

thence S14°36'22"W along said easterly right-of-way line of said Old Highway 87 (WYO 196) a distance of 68.12 feet to a point, said point lying on the South line of said Section 35;

thence N89°44'03"W along the South line of said Section 35 a distance of 626.28 feet to the true point of beginning.

Said tract of land containing 62.82 acres, more or less.

**EXHIBIT "B"**

**Disclosure Statement**  
**Cross Three Subdivision**  
**Johnson County, Wyoming**

1. **Approaches and/or Driveways:** Approaches and/or driveways shall be the responsibility of the individual lot owners.
2. **Water Supply:** All on-site water wells shall be permitted by the Wyoming State Engineers Office, 4E Herschler Building, Cheyenne, WY 82002-0370 and shall conform to any and all State of Wyoming regulations. From available data, wells are from 300 feet to 500 feet in depth within the area with acceptable water.
3. **Sewage Systems:** All on-site septic systems shall be permitted by the Johnson County Sanitarian and shall conform to all applicable Wyoming Department of Environmental Quality Rules and Regulations.
4. **Covenants:** Recorded Covenants are on file in the Office of the Clerk of Johnson County, Wyoming, 76 North Main Street, Buffalo, WY 82834.
5. **Homeowners Association:** To be formed according to Johnson County Subdivision Regulations.
6. **Garbage Disposal:** The nearest landfill is at 284 TW Road and is operated by the Johnson County Solid Waste District. Information on fees can be obtained at the landfill or at the Johnson County Commissioners Office, 76 North Main Street, Buffalo, WY 82834.
7. **Fire Protection:** Johnson County provides a volunteer fire department. The Johnson County Fire Control building is located at 314 Railroad Avenue, Buffalo, Wyoming.
8. **Flooding:** No land within this subdivision is subject to stream and/or creek flooding.
9. **Zoning:** Zoning is governed by the Covenants and is Residential/Home Business.
10. **Postal Service:** The nearest Post Office is located at 193 South Main Street, Buffalo, Wyoming.
11. **Surface Water Rights:** No surface water rights exist within the subdivision.
12. **Utility Providers:** Telephone: Quest Corporation  
3401 South Douglas Highway  
Gillette, WY 82718  
Power: Powder River Energy Corp.  
P.O. Box 930  
Sundance, WY 82729