

STATE OF WYOMING )

088770

County of Johnson )

)SS.

Filed for record 3-25-2009 at 2:30 PM o'clock  
Recorded in Book 81-A-68 of N450 page 77-81  
\$20.00 Dicki Edelman  
JOHNSON COUNTY CLERK DEPUTY

**TO THE PUBLIC: DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR DUBE MINOR SUBDIVISION, A SUBDIVISION IN JOHNSON COUNTY, WYOMING.**

This declaration, made on this 16 day of March, 2009 set forth by Peter J. and Carey L. Dube of Johnson County, 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 that is filed for record with the County Clerk and Recorder of Deeds for Johnson County, Wyoming, in connection with the subdivision designated as Dube Minor Subdivision, situate in Johnson County, Wyoming, as the same is described in Exhibit "A" attached hereto and incorporated herein by reference, and:

Whereas, Declarant desires to place certain restrictive and protective covenants on the lots which comprise, Dube Minor Subdivision for the betterment of health, safety, and welfare of the owners and occupants of said lots;

Now, therefore, Declarant hereby declares that all 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 the lots comprising Dube Minor Subdivision and herein 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 of any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner of land in the Dube Minor Subdivision.

DESIGNATION OF LOTS

1. The lots in Dube Minor Subdivision are hereby designated as follows: Lot 1 and Lot 2. No lots shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any residential lot other than one single family dwelling not to exceed 3 stories in height, and a private garage for not more than 5 cars, and one additional structure for storage or for housing animals within the limits of the covenants.

No lot may be further subdivided or split in any manner without the approval of the Johnson County Board of County Commissioners for Johnson County, Wyoming and the City Council for the City of Buffalo, Wyoming.

#### NUISANCES

2. 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.

#### TEMPORARY STRUCTURES

3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used upon any lots at any time as a residence, either temporarily 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.

#### LIVESTOCK

4. 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 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.

#### PERIMETER ACCESS

5. 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 lands not included in the subdivision. Access to or from dedicated roads in the subdivision to lands not included in the subdivision shall not be denied provided however, that use of said roads shall be contingent upon a pro-rate contribution to road maintenance by adjacent land owners.

#### WATER SUPPLY

6. No provision is made in Dube Minor Subdivision for public or central domestic water source. 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 State Engineers Office upon completion.

#### SEWAGE DISPOSAL

7. No provision is made in Dube Minor Subdivision for public or central sewage disposal systems. 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 requirement 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.

#### WATER AND SEWER AGREEMENT

**8.** A water and sewer agreement regulating future connections to the city's municipal water and sewer infrastructure exists and is applicable to current and future owners of parcels described on the final plat for the Dube Minor Subdivision.

#### SUBDIVISION ROADS

**9.** No provision is made in Dube Minor Subdivision for the public maintenance of streets or roads. Each lot owner within the Subdivision shall be responsible for the maintenance and repair of that portion of any road fronting, adjoining, or contiguous to the owned lot. Provided that said maintenance responsibility shall be in common with all other lot owners whose lots are also fronting, adjoining, or contiguous to the road or street.

#### POLLUTION OF WATERS

**10.** In the interest of public health and sanitation and so that the land known as Dube Minor 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 alterations 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 material which might affect these uses or pollute the waters or otherwise impair the ecological balance of the surrounding lands.

#### GARBAGE AND REFUSE DISPOSAL

**11.** 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 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.

#### GENERAL CONDITIONS

**12.** 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 5 years from the date hereof, and automatically shall be continued thereafter for successive periods of 5 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 or more of said restrictions, or may change or modify 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



**DUBE MINOR SUBDIVISION**  
**Disclosure Statement**

1. No public maintenance of streets or roads in Dube Minor Subdivision. All maintenance, including snow removal, is the responsibility of the lot owner.
2. Dube Minor Subdivision will have no proposed domestic water source. Lot owners shall be responsible for building their own wells which meet state standards (W.S. 18-5-306).
3. Dube Minor Subdivision will have no proposed public sewage disposal system. Individual wastewater disposal systems exist on Lots 1 and 2, and lot owners shall be responsible for the maintenance and/or building of their own wastewater disposal systems which meet state and county standards (W.S. 18-5-306).
4. A water and sewer agreement regulating future connections to the city's municipal water and sewer infrastructure exists and is applicable to current and future owners of parcels described on the final plat of the Dube Minor Subdivision.
5. Copies of Dube Minor Subdivision Covenants are on record and may be obtained from the Johnson County Clerks Office, Johnson County, Wyoming.
6. Solid waste hauling service not proposed. Lot owners shall be responsible for hauling their own solid waste.
7. Fire protection is available from the Johnson County Fire District. Johnson County Fire Districts are authorized to use water from any source for emergency purposes, if such sources are public or dedicated to public use. Fire Districts will refill water storage tanks within a subdivision if water from such storage tanks is used for emergency purposes.
8. Johnson County does not have zoning regulations. Building within the subdivision will be governed by the covenants. In addition, as per the water and sewer connection agreement referenced in #4, any construction of any additional residential or commercial structures upon said property will be brought before the City of Buffalo Planning Commission for review and approval prior to construction.
9. Mail delivery is proposed at the entrance to the subdivision.
10. Lot owners are not allowed to use water out of any ditch or stream without a water right.
11. Cable TV is not currently available. Telephone service is currently provided through Qwest Communications, 1692 Commercial Drive, Sheridan, WY 82801 (1-800-244-1111). Electricity is currently provided through Rock Mountain Power, 201 South Main Street, Salt Lake City, Utah 84111. (1-888-221-7070). Natural gas is currently provided through Montana-Dakota Utilities, 2324 Dry Ranch Road, Sheridan, WY 82801 (1-800-638-3278).