

STATE OF WYOMING)
County of Johnson) ss

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

COPY

TO THE PUBLIC:

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR

HESSE MOUNTAIN ESTATES, A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by ROYAL W. SMITH and JOLENE G. SMITH, hereinafter referred to as "Declarants";

WITNESSETH:

WHEREAS, Declarant is the owner 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 by Johnson County as HESSE MOUNTAIN ESTATES, situate in Johnson County, Wyoming; and

WHEREAS, Declarant desires to place certain restrictive and protective covenants on the lots which comprise HESSE MOUNTAIN ESTATES, for the betterment of the health, safety, and welfare of the owners and occupants of said lots.

NOW, THEREFORE, Declarant hereby declares 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 HESSE MOUNTAIN ESTATES, and hereby specifying that these declarations shall constitute covenants not merely personal, but covenants to 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 HESSE MOUNTAIN ESTATES Subdivision.

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STATE OF WYOMING }
COUNTY OF JOHNSON } ss

This instrument was filed for record on July 5, 1981
at 1:15 P.M., and was duly recorded in Book 360-66 Page 23
Fee \$ 16.00
By William O. Williams Register of Deeds.
Deputy

I.

DESIGNATION OF LOTS

The lots in HESSE MOUNTAIN ESTATES are hereby designated single family residential and/or recreational lots. No lot shall be for permanent year round residency. No lot or any improvement located thereon shall be used for any type of commercial endeavor but shall be used for single family residential and/or recreational purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, a private garage not more than two cars, and one additional structure for storage, personal workshop area, or for housing animals within the limits of these covenants.

II.

DWELLING QUALITY AND SETBACK REQUIREMENTS

All buildings which shall be erected, altered, placed or permitted to remain upon said real property shall be of a permanent nature and shall be constructed of materials which are in keeping with the natural surroundings, and no metal buildings of any type shall be permitted. No building nor structure shall be constructed closer than fifty (50) feet to any lot line. All interior fences shall be of post and pole construction, and no wire nor metal fences of any kind shall be permitted. No fence shall exceed a height of forty-eight (48) inches except for gate posts. No building shall be erected, altered, placed, or permitted which protrudes more than twenty (20) feet from the mean tree line. No mobile homes are allowed.

III.

ADDITIONS TO STRUCTURES

No addition shall be attached to any existing structure unless the addition is of a permanent nature constructed on a permanent foundation and consisting of similar materials as the original structure and the exterior is finished in a similar or matching material and color as the original structure.

IV.

NUISANCES

No noxious or offensive activity shall be carried out upon any portions of said real property nor anything be done thereon or therein which may be or become annoying or a nuisance to the neighborhood, and no motorbikes, motorcycles, trail bikes or other motor driven cycles and tricycles shall be

permitted to be operated upon said real property except upon established roadways thereon, and no race tracks, cross country tracks or courses or trails shall be used or permitted to be upon said real property for the use of said motor driven cycles or tricycles, EXCEPT that any owner may operate such motor cycles upon any real property owned and controlled by such owner, so long as such operation shall not be offensive to his/her neighbors.

V.

TEMPORARY STRUCTURES

No structure, trailer, basement, tent, shack, garage, barn, or other such structure of a temporary character shall be used upon any lot at any time as a residence or any part thereof, either temporarily or permanently, or as an enclosed porch or shed. Temporary structures which are customary in a construction industry which are reasonably required, convenient, or incidental to the construction of a permanent structure upon a lot may be permitted for a period not to exceed six months. Camping trailers may be placed upon said real property for vacation purposes.

VI.

SIGNS

No signs of any kind shall be displayed to public view on any lot except one professional sign of not more than two (2) square feet, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs being used by a builder to advertise the property during the construction and sales period.

VII.

LIVESTOCK

No animals of any kind may be raised or bred for commercial purposes. No livestock, including domestic pets, shall be allowed to remain loose within the Subdivision. The owner of each lot shall be required to keep all animals which he owns within the confines of his respective lot. No lot owner shall allow any animals which he may keep on or within his respective lot to produce a stench or smell so as to become obnoxious and offensive to the surrounding lot owners.

VIII.

EASEMENTS FOR UTILITIES

1) Easements for the installation, repair, re-installation, replacement and maintenance of utilities are reserved as follows:

- A) Eight (8) feet wide along adjoining lot lines.
- B) Ten (10) feet wide bordering property not included within HESSE MOUNTAIN ESTATES.

Utility easements are hereby dedicated, granted and conveyed to all public utilities and cable television suppliers, privately owned, now or hereafter providing utility and television services to HESSE MOUNTAIN ESTATES or any lot therein, and to the successors and assigns of said utility companies, each in common with others having a similar right, for the purpose of installing, repairing, re-installing, replacing and maintaining water, sewer, electrical, gas, communications, television and other utility services within HESSE MOUNTAIN ESTATES.

2) Within all utility easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

IX.

GARBAGE AND REFUSE DISPOSAL

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 that have tops or lids. All incinerators or other equipment for the storage or disposal of waste shall be kept in a clean and sanitary condition and shall be hidden from public view.

X.

WATER SUPPLY

NO PROVISION IS MADE IN HESSE MOUNTAIN ESTATES FOR PUBLIC OR CENTRAL DOMESTIC WATER SOURCE. No individual water supply system shall be permitted on any lot unless said system is located, constructed and equipped in accordance with the standards, requirements and recommendations of the State of

Wyoming, and such regulations of Johnson County or any regulatory agency of the State of Wyoming, as may be promulgated and in effect. Approval of said systems as installed shall be first obtained from such authorities.

With regard to water wells, all such wells shall be cemented around the casing at all levels above the water bearing sands and in any event cemented to a minimum depth of twenty-five (25) feet.

XI.

SEWAGE DISPOSAL

NO PROVISION IS MADE IN HESSE MOUNTAIN ESTATES FOR PUBLIC OR CENTRAL SEWAGE DISPOSAL SYSTEMS. No individual sewage disposal system shall be permitted on any lot unless said system is located, constructed and equipped in accordance with the standards, requirements and recommendations of the State of Wyoming, and such regulations of Johnson County or any regulatory agency of the State of Wyoming as may be promulgated and in effect. Approval of said systems as installed shall be first obtained from such authorities.

XII.

SUBDIVISION ROADS

NO PROVISION IS MADE IN HESSE MOUNTAIN ESTATES FOR PUBLIC MAINTENANCE OF STREETS OR ROADS.

Lot owners within the Subdivision shall be responsible for the maintenance and repairs of that portion of any subdivision 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 that portion of the subdivision road.

Parking of trailers, trailer campers, truck campers, bus campers, boats and trailers or otherwise large vehicles, such as stock trucks and trailers, shall be limited to a period of seventy-two (72) hours when parked in the roads within the Subdivision.

Vehicles which are not in operating condition or which are in a state of disrepair shall not be parked on any road in the Subdivision for a period of more than twenty-four (24) hours at any one time.

XIII.

GENERAL CONDITIONS

The owners of not less than seventy-five percent (75%) 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 by

obtaining the written consent of the Johnson County Planning Board or its successor and 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 any 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.

XIV.

ENFORCEMENT

The covenants herein set forth shall run with the land and bind the present owners, their successor 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 HESSE MOUNTAIN ESTATES is taken as an assent to be bound by these covenants during the period of ownership. Declarants or the 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 attorney 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 of deed of trust made in good faith or for value.

XV.

ENFORCEMENT BY COUNTY

Any of the covenants, restrictions, or conditions 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 lot owner can seek to enforce the same in any proceeding of law or equity. Reasonable attorney 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.

XVI.

SEVERABILITY

Invalidation of any one of these covenants by judgment or Court order shall in no way or manner effect any of the provision which shall remain in full force and effect.

XVII.

RESUBDIVISION

No lot may be further subdivided without the approval of the Buffalo Johnson County Planning Commission, Johnson County Commissioners, and the City of Buffalo.

HESSE MOUNTAIN ESTATES

Royal W. Smith
Royal W. Smith

Jolene G. Smith
Jolene G. Smith

STATE OF WYOMING)
) ss
County of Johnson)

The foregoing instrument was acknowledged before me by ROYAL W. SMITH and JOLENE G. SMITH this 30th day of June, 1981.

Mickeyjean Ford - Notary Public
COUNTY OF HOT SPRINGS STATE OF WYOMING
My Commission Expires Feb 27, 1984

Mickeyjean Ford
Notary Public

My Commission Expires: Feb. 27, 1984