

Restrictions of any kind which
limitation of discrimination based
on race, color, religion, sex, handicap,
familial status, or national origin are
not intended to the extent such
restrictions violate: 42 USC 3604(c).

STATE OF WYOMING)
County of Johnson)

STATE OF WYOMING } SS 62312
COUNTY OF JOHNSON }

This instrument was filed for record on Dec 4 19 80
at 10:00 A.M., and was duly recorded in Book 86A-22 page
119-28 Fee \$ 22.00
By William F. Forsha Register of Deeds.
Deputy

TO THE PUBLIC:

COPY

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR
HI COUNTRY ESTATES SUBDIVISION

A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set
forth by William W. Forsha and Marilyn F. Forsha of Johnson
County, Wyoming, hereinafter referred to as "Declarants";

W I T N E S S E T H :

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 HI COUNTRY ESTATES situate in Johnson County, Wyoming,
as the same is described in Exhibit "A", attached hereto and
incorporated herein by reference, and;

WHEREAS, Declarants desired to place certain restrictive
and protective covenants on the lots which comprise HI COUNTRY
ESTATES 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
HI COUNTRY ESTATES 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 HI COUNTRY ESTATES
SUBDIVISION.

I.

DESIGNATION OF LOTS

The lots in HI COUNTRY ESTATES SUBDIVISION are hereby designated as follows: Lot 1 through Lot 11. No building shall be erected, altered, placed, or permitted to remain on any residential lot other than one single-family dwelling not to exceed two stories in height, and a private garage, and one additional structure for storage or for housing domestic pets within the limits of these covenants.

II.

DWELLING QUALITY AND SIZE

No lot shall be used for any purpose other than as a residential dwelling. No dwelling shall be permitted on any lot herein designated as single-family residential the ground floor area of the main structure (exclusive of porches, basements, and garages) of which is less than 1000 square feet for a one story building or 500 square feet for a dwelling of more than one story, provided that the total square footage living area of a dwelling more than one story is no less than 1500 square feet.

No building, structure, fence or other improvement shall be erected or altered on any lot until the construction plans, specifications and site plan showing the location of the structure, type of structure, color and type of materials have been approved by the board of directors of the homeowner's association.

All structures erected on the property shall be rustic appearing dwellings of log, redwood, or other wood or rock siding that tend to blend into the surroundings. No structure shall be painted a vivid or garish color. No dwelling on any lot may be inhabited until it has been completely enclosed and substantially completed and sanitary facilities and utilities have been installed. During the period of construction of any building upon any lot, the said lot and area shall be kept as neat and orderly as possible. Construction of any residence or other building shall be completed as soon as possible after commencement.

III.

SETBACK REQUIREMENTS

No building or part thereof shall be located nearer than 30 feet to any lot line, street, or access easement.

IV.

NUISANCES

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

V.

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 temporarily or permanently.

VI.

SIGNS

No signs of any kind shall be displayed to public view unless and until the board of directors of the homeowner's association shall first approve the design, color and size of such sign in writing.

VII.

LIVESTOCK

No animals of any kind shall be raised or bred for commercial purposes. No horses, cattle, sheep, goats, swine, chickens, geese, turkeys or other livestock except household domestic pets shall be kept in the subdivision. No domestic pets, shall be allowed to remain loose within the Subdivision; the owner of each lot is required to keep all animals for which he is responsible within the confines of his or her own lot.

VIII.

GARBAGE AND REFUSE DISPOSAL, EQUIPMENT,
CAMPERS, AND NON-OPERATING VEHICLES

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 and supplies, or other unsightly or unseemly material. No tractors, trailers, trucks, scrapers or equipment of any kind shall be kept in the Subdivision unless it is stored inside a closed garage. 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.

All equipment, garbage cans, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to be concealed from the view of neighboring residences and streets. All clothes lines shall be confined to the rear area of residences.

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.

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 any road right of way within the Subdivision, or when parked within the view of any other lot within the Subdivision.

IX.

MOBILE HOMES

All construction on lots within the Subdivision shall be new, and no building or buildings may be moved from other locations onto the lots. No mobile homes or homes with factory-installed axles or wheels, whether removable or not, may be placed upon any lot in the Subdivision provided, however, that modular homes may be placed upon said lots, if they are placed on permanent foundations or basements, do not have flat roofs, and otherwise comply with these covenants.

X.

PERIMETER ACCESS

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.

XI.

WATER SUPPLY

NO PROVISION IS MADE IN HI COUNTRY ESTATES 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 standards, requirements, and recommendations of law, and such other regulations of Johnson County or any other regulatory agency of the State of Wyoming as may be promulgated and in effect. Approval of such agencies shall be obtained prior to actual construction of any system.

No well may be dug, drilled, or installed upon any lot unless it is cased and cemented for a minimum of ten (10) feet from the surface and all intermediate aquifers pierced by the well are sealed above and below.

XII.

SEWAGE DISPOSAL

NO PROVISION IS MADE IN HI COUNTRY ESTATES 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 standards, requirements, and recommendations of state law, appropriate state agencies and regulation promulgated by Johnson County. Approval of such agencies shall be obtained prior to actual construction of any system. All such sewage disposal systems shall be designed to be either closed or self contained.

XIII.

EASEMENTS FOR UTILITIES

Easements for the installation, repair, re-installation, replacement and maintenance of utilities are reserved as provided in the recorded plat of HI COUNTRY ESTATES SUBDIVISION.

said utility easements are hereby dedicated, to the owners of the lots. Within these easements no structure, planting, or other permanent fixture shall be placed or permitted to remain which may damage or interfere with installation, replacement, or maintenance of utilities. The easement are of each lot shall be maintained by the owner of the lot except for those improvements for which a utility company is responsible. All utilities installed after the date of these covenants shall be placed underground.

XIV.

SUBDIVISION ROADS AND FENCES

The access road to the subdivision, the roads within the subdivision excluding private driveways and the perimeter fences around the exterior of the subdivision shall be maintained by and through the homeowner's association as set forth in Article XVI below.

XV.

RESUBDIVISION

No lot within the subdivision shall be subdivided or split, provided that nothing herein shall be read to prevent a purchaser from buying one or more lots upon which he may build.

XVI.

HOMEOWNER'S ASSOCIATION

There is hereby established a homeowner's association to be known as "The Hi Country Estates Homeowner's Association, Inc." The said association shall be incorporated as a not for profit corporation under the laws of the State of Wyoming. The association shall be organized and managed according to the Articles of Incorporation and Bylaws which are incorporated herein by reference and made a part hereof. The association shall have the authority and obligation to:

- 1.) Maintain the access road to the subdivision and the roads within the subdivision (excluding private driveways);

- 2.) Maintain the perimeter fences around the exterior of the subdivision;
- 3.) Pay the annual fee for the special use permit to the Forest Service for the access road;
- 4.) Pay the real estate taxes assessed against the road ways within the subdivision;
- 5.) Determine compliance with these covenants including, but not limited to, passing on the acceptability of proposed improvements to be built within the subdivision;
- 6.) Enforce these covenants;
- 7.) Enter into contracts to accomplish the above mentioned objectives; and
- 8.) Assess the lot owners for the expense of maintaining the roads and fences, the above mentioned special use permits fees, the above mentioned real estate taxes, enforcing the covenants, collecting the assessments, and maintaining the corporation. Said assessments shall constitute a lien against the lots against which the assessment is made. Said lien shall commence on the date of assessment and shall last until the expiration of five years from the assessment. Such liens shall be foreclosed by an action in Johnson County, Wyoming. Information concerning the status of such liens shall be obtained from the Board of Directors of HI COUNTRY ESTATES HOMEOWNER'S ASSOCIATION, INC.

The owner or owners of each lot shall own one share in HI COUNTRY ESTATES HOMEOWNER'S ASSOCIATION, INC. No shares shall be owned by any person who is not the owner of a lot in the subdivision and no owner may own more shares than he or she owns lots. Each share shall attach to the lot for which it is issued and shall run with the said lot. The rights of the shareholders/lot owners to vote and otherwise participate are set forth in the Bylaws of the corporation and are incorporated herein by reference.

GENERAL CONDITIONS

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 25 years from the date hereof, and automatically shall be continued thereafter for successive periods of 25 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 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 Johnson 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.

XVIII.

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 HI COUNTRY ESTATES 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 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.

XVIV.

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 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.

XVV.

SEVERABILITY

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

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hand this 29 day of September, 1980.

William W. Forsha
WILLIAM W. FORSHA

Marilyn F. Forsha
MARILYN F. FORSHA

STATE OF WYOMING)
 : ss.
County of Johnson)

The foregoing instrument was acknowledged before me
this 29th day of September, 1980 by

William W. Forcha

Margaret F Forcha

WITNESS my hand and official seal.



William W. Forcha
Notary Public

My Commission expires:

March 17, 1981