

STATE OF WYOMING }
County of Johnson } SS.

COPY

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).

TO THE PUBLIC:

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS

HILLCREST VILLAGE, A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by LAVERN J. LUEDERS, DONNA L. LUEDERS, JOHN L. LUEDERS, and DONNA A. LUEDERS, hereinafter referred to as "Declarants";

W I T N E S S E T H:

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 HILLCREST VILLAGE, situate in Johnson County, Wyoming; and

WHEREAS, Declarant desires to place certain restrictive and protective covenants on the lots which comprise HILLCREST VILLAGE, 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 HILLCREST VILLAGE, 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 HILLCREST VILLAGE Subdivision.

02610

STATE OF WYOMING }
COUNTY OF JOHNSON } SS

This instrument was filed for record on July 3, 1981
at 9:30 AM, and was duly recorded in Book 864 page
230-27, Fee \$ 18.00
[Signature] Register of Deeds.
By _____ Deputy

I.

DESIGNATION OF LOTS

1) The Lots in Hillcrest Village are hereby designated single family residential lots. No lot or any improvement located thereon shall be used for any type of commercial endeavor but shall be used for single family residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, a private garage for 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 SIZE

No dwelling shall be permitted on any lot herein designated as single family residential lots in which the ground floor area of the main structure, exclusive of porches, basements and garages, shall be less than 960 square feet. 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.

SETBACK REQUIREMENTS

No building shall be located nearer than 50 feet from any lot line.

V.

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. This includes any noise annoyance of streets and/or roads.

VI.

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.

VII.

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. One sign of not more than thirty (30) square feet may be maintained advertising the development.

VIII.

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.

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.

X.

WATER SUPPLY

NO PROVISION IS MADE IN HILLCREST VILLAGE 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 HILLCREST VILLAGE 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.

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 Hillcrest Village Subdivision.

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 Hillcrest Village 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 Hillcrest Village.

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.

XIII.

EASEMENTS FOR EXISTING DITCHES.

1) Easements for both the Crown Ditch and Sixmile Ditch are reserved as follows:

A) Twenty (20) feet on either side of the centerline as shown on the plat of Hillcrest Village Subdivision.

Lot owners will be required to construct either a bridge or adequate piping if they construct streets and/or roads over any ditch.

All structures shall be engineered to carry the appropriated water rights for each ditch as follows:

- A) Sixmile Ditch 9.4 cfs.
- B) Crown Ditch 38.51 cfs.

No water may be diverted from any ditch within the Subdivision for any use unless there is a permit from the State Engineer for such use.

XIV.

SUBDIVISION ROADS

1) NO PROVISION IS MADE IN HILLCREST VILLAGE FOR PUBLIC MAINTENANCE OF STREETS OR ROADS.

2) 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.

3) 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.

4) 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.

XV.

GENERAL CONDITIONS

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 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 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.

XVI.

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 Hillcrest Village 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 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.

XVII.

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.

XVIII.

SEVERABILITY

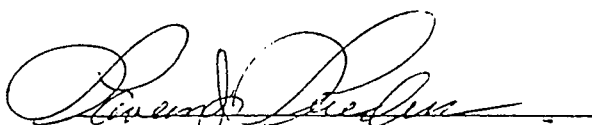
Invalidation of any one of these covenants by judgment or Court order shall in no way or manner effect any of the provision which shall remain in full force and effect.

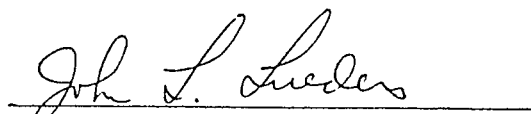
XIX.

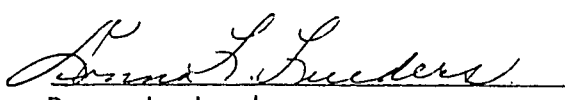
RESUBDIVISION


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

HILLCREST VILLAGE


Lavern J. Lueders


John L. Lueders

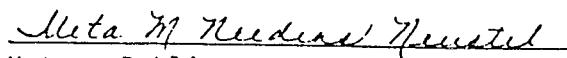

Donna L. Lueders


Donna A. Lueders

STATE OF WYOMING)
) SS.
County of Johnson)

The foregoing instrument was acknowledged before me by LAVERN J. LUEDERS, DONNA L. LUEDERS, JOHN L. LUEDERS, AND DONNA A. LUEDERS this 11th day of May, 1981.

ILETA M. NEEDENS - Notary Public
County of Johnson State of Wyoming
My Commission expires May 14, 1982


Notary Public

My Commission Expires:

May 14 1982

EXHIBIT "A"

STATE OF WYOMING)
County of Johnson) SS.

A F F I D A V I T

COMES NOW your Affiant, Lavern J. Lueders, upon his oath states as follows:

I

That I, Lavern J. Lueders, intend to subdivide Hillcrest Village Subdivision.

II

That I, Lavern J. Lueders, plan and will put the roads in said subdivision, as per Johnson County Subdivision Standards.

III

That I, Lavern J. Lueders, have sufficient resources to provide for the building of said roads.

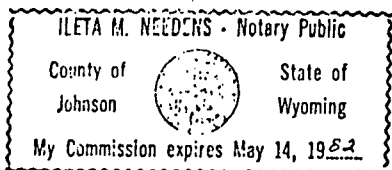
FURTHER YOUR AFFIANT SAITH NOT.

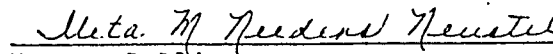
DATED this 11th day of May, 1981.


LAVERN J. LUEDERS

State of Wyoming)
County of Johnson) SS.

The foregoing instrument was acknowledged before me by LAVERN J. LUEDERS this 11th day of May, 1981.




Notary Public

My Commission expires:

May 14, 1982