

COPY

STATE OF WYOMING }
COUNTY OF JOHNSON } ss

13403

This instrument was filed for record on April 6, 1982
at 2:25 P. M., and was duly recorded in Book 86A-24 page

27-35 Fee \$ 12.00
By William S. Pitts Register of Deeds.
Deputy

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).

TO THE PUBLIC:

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR
HOMESTEAD ESTATES SUBDIVISION
A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by Gary r. Marshall and Romaine L. Marshall 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 HOMESTEAD ESTATES situate in Johnson County, Wyoming, as the same is described in Exhibit "A", attached hereto and incorporated herein by reference, and;

WHEREAS, 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 HOMESTEAD ESTATES SUBDIVISION and hereby specifying that these declarations 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 HOMESTEAD ESTATES SUBDIVISION.

-I-

DESIGNATION OF LOTS

No lot in the subdivision shall be used for anything except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling and a private garage, except that a suitable guest house for a single family and a barn may be permitted if such structures are of the same architectural design and quality as the residence.

-II-

DWELLING VALUE, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a value of less than thirty five thousand (\$35,000.00) dollars, based upon cost levels prevailing on the date these restrictions are recorded, it

being the intention and purpose of these restrictions to insure that all dwellings shall be of a quality of workmanship and built of material substantially the same or better than that which could be produced on the date these restrictions are recorded for the minimum cost herein stated. The ground floor area of the main structure of said dwelling, exclusive of one-story open porches and garages, shall not be less than 1,000 square feet for any one-story building, nor less than 1,500 square feet for any one building of more than one story.

-III-

BUILDING LINES AND EASEMENTS

No structure shall be located nearer than 50 feet to any lot line. For the purpose of this restriction, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a structure on a subdivision lot to encroach upon another subdivision lot. Easements for installation and maintenance of utilities are hereby reserved and placed upon each subdivision lot as follows:

- A. Eight (8) feet on adjoining lot lines
- B. Ten (10) feet bordering streets and/or roads
- C. Ten (10) feet bordering property not included in said

HOMESTEAD ESTATES SUBDIVISION

Within these easements as set forth above, no structure, shrubbery, trees or planting or other materials of any type shall be placed or permitted to remain within said easements which may damage or interfere with installation or maintenance of the utilities placed therein. The easement area of each subdivision lot and all improvements placed thereon and therein consistent with the provisions of this restriction shall be maintained continuously by the owner of said subdivision lot, except for those improvements for which a public authority or private utility company is responsible.

-IV-

WATER SUPPLY

No individual water supply system shall be permitted on any lot in the subdivision unless such a system is located, constructed and equipped in accordance with the standards, requirements, recommendations and provisions of the Wyoming Department of Environmental Quality and the State Engineer and in accordance with the laws of the State of Wyoming. Approval of such systems shall be obtained from said authority. Surface casing to be cemented to keep out surface water and cement plug to be placed in wells between separate water strata.

Lot 19 of Block 1 of HOMESTEAD ESTATES SUBDIVISION shall be dedicated to the public use for the purpose of installing and maintaining a water storage tank for use by the residents of the HOMESTEAD ESTATES SUBDIVISION.

-V-

TEMPORARY STRUCTURES AND RESUBDIVISION

There will be no further subdivision of the lots. No abandoned vehicles or machinery shall be permitted to remain on any lot in the subdivision. No mobile homes shall be permitted within the subdivision. No trailer or trailer house and no basement, tent, shack, garage, barn or other outbuilding erected on any of the property herein described shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No noxious or offensive activities shall be carried on on said real property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

-VI-

LIVESTOCK AND PETS

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. Owners wishing to have livestock shall be required to construct fences in order to confine the animals within their property.

-VII-

SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot in the subdivision unless sewage disposal is located, constructed, and equipped in accordance with the standards, requirements, and recommendations of state law, appropriate state agencies and regulations promulgated by Johnson County. Approval of such agencies shall be obtained prior to actual construction of any system.

-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.

-IX-

ROAD MAINTENANCE

No public maintenance of roads within the subdivision is proposed. All road maintenance will be the responsibility of the lot owners.

-X-

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 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.

-XI-

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 HOMESTEAD 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 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 or deed of trust made in good faith and for value.

-XII-

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 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.

-XIII-

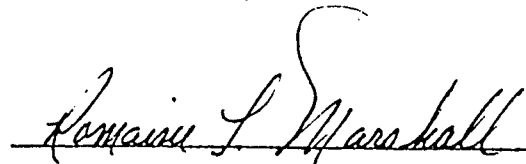
SEVERABILITY

Invalidation of any one or more of the covenants or conditions hereof by a court of judgement or order shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

In Witness Hereof: This declaration of restrictive covenants is executed on this 8th day of March, 1982 in Buffalo, Johnson County, Wyoming.



Gary R. Marshall

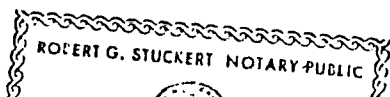


Romaine L. Marshall

STATE OF WYOMING)
County of Johnson)^{SS}

The foregoing instrument was acknowledged before me by Gary R. Marshall and Romaine L. Marshall, this 8th day of March, 1982.

Witness my hand and official seal.





Restrictions indicating preference, limitation or discrimination based on race, color, religion, sex, marital status, or national origin, hereby deleted to the extent such restrictions violate 42 USC 3601(c).

DECLARATION OF COVENANTS AND RESTRICTIONS

We, the undersigned fee owners of the real property shown on attached plat and marked Exhibit "A", located in Sections 7 and 8, Township 44 North, Range 81 West, 6th P.M., Johnson County, Wyoming, hereby make the following declarations as to limitations, restrictions, and uses to which the described land may be put, hereby specifying that said Declarations shall constitute covenants to run with all of said land, as provided by law, which shall be binding upon all parties hereto and all parties claiming under the parties hereto, for the benefit of and limitations upon all future owners of said real property and for the purpose of keeping said real property desirable, uniform and suitable in design and use as herein specified, said uses being agricultural or future residential only.

I.

No trailer or trailer house and no basement, tent, shack, garage, barn or other outbuilding erected on any of the property herein described shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

II.

All sales or leases of any portion of said real property shall be subject to these restrictions as to the use of the same.

III.

All buildings erected on any of the property herein described shall be of new construction and materials. No structure, including any eaves, steps, open porches, shall be located nearer than 30 feet to any property lines.

IV.

No noxious or offensive activities shall be carried on on said real property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Any portion or portions of described land sold subsequent to recording of these covenants must be adequately fenced before animals of any kind are kept on such portion or portions, with the exception that such fencing shall not be a requirement to present owners, the undersigned Marshall and Ewing.

V.

No portion of the land herein described shall be used or maintained as a dumping ground for trash or rubbish of any type. At no time shall non-operable vehicles, machinery, or equipment of any type be allowed to be parked on the described land, nor shall such land be used for storage areas.

VI.

Any future individual water supply systems or sewage disposal systems shall be designed, located, constructed and installed in accordance with the requirements, standards, recommendations and provisions of the Wyoming Department of Environmental Quality and in accordance with the laws of the State of Wyoming, and approval of such systems shall be obtained from said authority.

VII.

Enforcement of these covenants and restrictions shall be by proceeding at law or equity against any person, corporation or other entity violating or attempting to violate any of the covenants herein. Invalidation of any one or more of the covenants or conditions hereof by a court judgment or order shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

VIII.

These covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them for a period of 25 years from the date of recording of these covenants. Said covenants may be changed in whole or in part at any time by written instrument signed by 100% of the then owners of the property.

IN WITNESS WHEREOF, this Declaration has been executed this 7th day of February 1980.

Gary R. Marshall
Gary R. Marshall
Romaine L. Marshall
Romaine L. Marshall

Eugene M. Ewing
Eugene M. Ewing
Vada E. Ewing
Vada E. Ewing

ACKNOWLEDGMENT

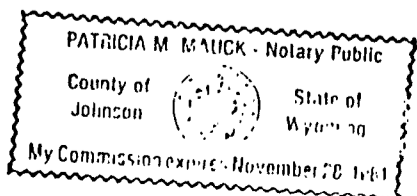
STATE OF WYOMING)
COUNTY OF JOHNSON) ss.

The foregoing instrument was acknowledged before me by Gary R. Marshall, Romaine L. Marshall, Eugene M. Ewing and Vada E. Ewing this 7th day of February, 1980.

Witness my hand and official seal.

My commission expires _____

Patricia M. Mauck
Notary Public



STATE OF WYOMING)
COUNTY OF JOHNSON) ss.

53592

This instrument was filed for record on 2-7-80 at 3:00 P.M. and was duly recorded in Book 86A-2 page 1180

EXHIBIT "A"

PORTIONS OF

E $\frac{1}{2}$ SECTION 7
W $\frac{1}{2}$ SECTION 8
TOWNSHIP 44 NORTH RANGE 81 WEST
of the 6th P.M.
JOHNSON COUNTY, WYOMING

BUFFALO



Scale 1" = 1000'

