

STATE OF WYOMING)
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 County of Johnson)

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STATE OF WYOMING } 032222
 COUNTY OF JOHNSON }

The instrument was filed for record on 10-20-2004
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 370-376 fee \$ 26.00
 by Dickie Edelman Register of Deeds
_____ Deputy

TO THE PUBLIC: DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR THE "J.D. ELSOM MEADOWS SUBDIVISION".

A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set for the by The Elsom Mountain Land Irrevocable Trust, 513 East Hart Street, Buffalo, WY, 82834, hereinafter referred to as the "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 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 the "J.D. ELSOM MEADOWS SUBDIVISION" situate in Johnson County, Wyoming, and the same is described as the NE¼SE¼ of Section 19 and W½NW¼SW¼ of Section 20, T48N, R83W, of the 6th P.M., Johnson County, Wyoming;

WHEREAS, Declarant desires to place certain restrictive and protective covenants on the lots which comprise the "J.D. ELSOM MEADOWS 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 of the lots comprising the "J.D. ELSOM MEADOWS 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 "J.D. ELSOM MEADOWS SUBDIVISION".

1. DISCLOSURE STATEMENT. A Disclosure Statement has been prepared as per the Johnson County Subdivision Regulations and attached to these Protective Covenants as "Exhibit A".
2. DESIGNATION OF LOTS. The lots in the J.D. ELSOM MEADOWS SUBDIVISION are hereby designated as follows: "Lot 1 thru Lot 5". No lots shall be used except for residential purposes.
3. USE AND BUILDINGS. The property described herein, hereafter referred to as the J.D. ELSOM MEADOWS SUBDIVISION, shall not be used for any commercial or industrial purpose. No building shall be erected, altered, placed or permitted to remain on the J.D. ELSOM MEADOWS SUBDIVISION except for residential use or as an accessory thereto. Only one (1) residential single-family dwelling not to exceed 2 stories in height from the ground level plus a basement, and one additional structure for garage purposes, storage or for housing animals within the limits of the covenants are allowed on any lot.
4. BUILDING - ARCHITECTURE, DESIGN AND MATERIALS. All structures within the J.D. ELSOM MEADOWS SUBDIVISION shall be of new construction. Colored metal roofs are permitted but no shiny reflective roofs are allowed. Wooden shingle roofs are not permitted. Any outdoor lighting must have shades to direct the light downward but not permit the light to be seen at a reasonable distance away. All structures shall be maintained in good condition.
 - a. Earth-tone colored or log structures are required.

- b. **NO MOBILE HOMES, MODULAR, OR PREFRABICATED HOMES WILL BE ALLOWED IN THE J.D. ELSOM MEADOWS SUBDIVISION.**
5. DIVISION OF PROPERTY. 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.
 6. OFFENSIVE ACTIVITIES. No noxious or offensive activities shall be carried out upon THE "J.D. ELSOM MEADOWS SUBDIVISION" which may be or does become an annoyance to the general neighborhood.
 7. LOCATION OF STRUCTURES. No man-made improvements of any type shall be located within fifty (50) feet of the boundary of a parcel subject to this Declaration, excepting fences.
 8. NOISE. No use of machines without a proper muffler is allowed; expansion chamber type mufflers are prohibited. No person, machine, or device may be allowed to emit loud noise that unreasonably offends the peace and quiet of this and the surrounding properties.
 9. WASTE AND TRASH DISPOSAL. No lot of J.D. ELSOM MEADOWS SUBDIVISION shall be used and maintained as a dumping ground for rubbish and debris, nor shall any lot be used as storage area for non-operative vehicles, miscellaneous parts or supplies, or other 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.
 10. FIRE PREVENTION. No open fires will be allowed, except for campfires which are contained in a permanent fire pit. No burning of garbage, waste, refuse or other material is permitted. All fire places or wood burning heating facilities must be protected by spark arrestor screens. Any combustible fuel powered equipment (i.e. chain saws or generators) with mufflers must have spark arresters in compliance with the U.S. Forest Service specifications.
 11. STRUCTURES PERMITTED. No structure of a temporary character, including a mobile home, trailer, tent, shack, garage, barn, or any other outbuilding shall be used as a residence. A one (1) year exception to this rule is allowed one time during the construction of a permanent dwelling. A three (3) week exception, once a calendar year, is allowed for trailer(s), motor home(s), and or tent(s), but they must not remain on the J.D. ELSOM MEADOWS SUBDIVISION more than three (3) weeks during the calendar year; nor shall the total number of these temporary dwellings be more than ten (10) at any one time.
 12. DOMESTIC ANIMALS AND FENCES. Livestock and pets owned or controlled by the owner shall be kept within the owner's property boundaries. At no time may the grass be allowed to be overgrazed nor the soil to be bared. Pigs, sheep, chickens, and goats will not be allowed in the J.D. ELSOM MEADOWS SUBDIVISION. Not more than 5 horses will be permitted on any lot in the J.D. ELSOM MEADOWS SUBDIVISION at any one time. Fencing is not required, but lot owners must fence in their own livestock. The fences constructed around each lot are the sole responsibility of each lot owner. All fencing must be of new construction and be compatible with the surroundings. No unsightly fence may be constructed. No fences or gates shall be constructed across any access easements shown on the plat of the J.D. ELSOM MEADOWS SUBDIVISION. Fences along the access easements shall be constructed on the access easement right-of-way lines.

13. SOIL EROSION. No causes to soil erosion may be allowed, including improper use of vehicles, especially motorcycles or ATV's.
14. SIGNS. No signs are permitted on the **J.D. ELSOM MEADOWS SUBDIVISION** other than those that are smaller than three (3) square feet in total size. No sign may be made in bright or fluorescent color. Not more than one (1) sign may be erected or placed on any lot within the **J.D. ELSOM MEADOWS SUBDIVISION**.
15. VEHICLES. Vehicles may not be stored on any lot within the **J.D. ELSOM MEADOWS SUBDIVISION**, unless operational, and no more than three (3) car and truck vehicles, and five (5) other accessory vehicles may be parked on any lot within the **J.D. ELSOM MEADOWS SUBDIVISION**, except in a garage, at any time; however, a three (3) week exception, per calendar year is allowed, (refer to section 11. Structures Permitted). No driveways can be constructed with a surface wider than twenty (20) feet.
16. TIMBERING. No commercial timbering is permitted, except for tree and brush thinning for fire prevention.
17. MAINTENANCE OF ROADS. NO PROVISIONS ARE MADE IN THE **J.D. ELSOM MEADOWS SUBDIVISION** FOR THE PUBLIC MAINTENANCE OF STREETS OR ROADS. The owner or owners of each parcel described herein shall assume jointly and severally the responsibility for and the cost of maintenance for any private road. Declarants assume no responsibility for the maintenance or the cost of maintenance of any private road or driveway located on another lot.
18. PERIMETER ACCESS.
- a. 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.
 - b. 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 prorated contribution to road maintenance by adjacent land owners.
19. WATER SUPPLY.
- a. NO PROVISION IS MADE IN THE **J.D. ELSOM MEADOWS SUBDIVISION** FOR PUBLIC OR CENTRAL DOMESTIC WATER SOURCE.
 - b. 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 regulation 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 the State Engineers Office upon completion.
20. SEWAGE DISPOSAL.
- a. NO PROVISION IS MADE IN THE **J.D. ELSOM MEADOWS SUBDIVISION** FOR PUBLIC OR CENTRAL SEWAGE DISPOSAL SYSTEMS.
 - b. 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.

21. POLLUTION OF WATERS. In the interest of public health and sanitation and so that the land known as the **J.D. ELSOM MEADOWS 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.

- a. 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.

22. GENERAL CONDITIONS. Each of the conditions and covenants set for 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 one or more of said restrictions, or may change or modify any one or more of said non-mandatory restrictions only with the approval of the Johnson County Planning Commission and the Johnson County Board of 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.

23. 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 the **J.D. ELSOM MEADOWS 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 an 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 the Declarants or of the owner of any of the other lots hereby restricted to enforce any of the restriction 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 and costs 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.

24. ENFORCEMENT BY COUNTY. Any of the covenants, restrictions, or conditions, contained herein which may, in the sole discretion of the Johnson County Board of County Commissioners be in the public interest, may at the sole discretion of the Johnson County Board of County Commissioners 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 the law or equity. Reasonable attorneys fees and costs 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. The purchase of any lot shall be taken as consent to pay costs and fees and the same shall be a lien on the land. The failure or delay of the County to enforce these Covenants does not diminish or cancel their enforceability.

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

IN WITNESS THEREOF, the undersigned being the Declarant herein, has hereunto set her hand this 2nd day of OCTOBER, 2004.

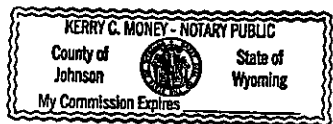
By: [Signature]
GEORGE M. ELSOM
 Co-Trustee

By: [Signature]
DAVID M. ELSOM
 Co-Trustee

STATE OF WYOMING)
) ss.
 County of Johnson)

The foregoing instrument was acknowledged before me by **GEORGE M. ELSOM, Co-Trustee of the Elsom Mountain Land Irrevocable Trust**, dated **July 18, 2002**, who acknowledged said instrument to be their free act and deed, this 2nd day of OCTOBER, 2004.

Witness my hand and official seal.



[Signature]
 Notary Public

My Commission Expires: 2-12-2007

STATE OF South Dakota)
) ss.
 County of Lawrence)

The foregoing instrument was acknowledged before me by **DAVID M. ELSOM, Co-Trustee of the Elsom Mountain Land Irrevocable Trust**, dated **July 18, 2002**, who acknowledged said instrument to be their free act and deed, this 2nd day of October, 2004.

Witness my hand and official seal.



[Signature]
 Notary Public

My Commission Expires: 7-5-10

"EXHIBIT A"

Disclosure Statement

" J.D. ELSOM MEADOWS SUBDIVISION"

Johnson County, Wyoming

1. Road Maintenance: Roads within the J.D. Elsom Meadows Subdivision are dedicated easements, and there is No Public Maintenance of Streets or Roads with the Subdivision, as noted on the Final Plat.

2. Water Supply: All wells shall be the responsibility of the individual owner(s) and shall be registered with the State Engineer, State of Wyoming, Herschler Building, Cheyenne, WY 82002, using the appropriate forms.

Wyoming State Engineers Rules and Regulations state that if any new wells adversely affect existing wells with an early priority ground water right, the appropriator of the earlier priority ground water right may file a complaint alleging interference with his and/or her right. The State Engineer shall then investigate to determine if the interference does exist and issue a report of his findings and suggestions of what can be done to rectify the interference. For information, contact the State Engineers Office, State of Wyoming, Herschler Building, Cheyenne, WY 82002.

Potential buyers/lot owners are advised to hire a reputable well drilling contractor and construct/complete their well within the guidelines described in the State Engineer's Office Rules and Regulations, Part III, Water Well Minimum Construction Standards. An approved permit from the Wyoming State Engineer's Office is required prior to drilling of a water well.

It is recommended by the Wyoming Department of Environmental Quality that water wells be tested for intended domestic use and treatment applied, if necessary, to ensure suitability for such use. It is recommended that water be tested quarterly for a period of one year and annually thereafter.

3. Sewage Systems: All on-site septic systems shall be permitted by the Johnson County Sanitarian and shall conform to all applicable Wyoming Department of Environmental Quality Rules and Regulations. It is recommended that on-site septic systems be located and designed prior to construction of the residence or other buildings to ensure that all Wyoming Department of Environmental Quality Regulations are met. Conventional septic system may not be possible within J.D. Elsom Meadows Subdivision (See 4 below).

4. Soils Ratings: According to the soils report prepared by the Lake DeSmet Conservation District on September 8, 2004, the soils in the subdivision have: (1) very limited ratings for dwellings, lawns, landscape, roads, shallow excavation, and septic tank absorption fields, and (2) severe ratings for potential erosion hazards for roads and trails.

5. Covenants: Recorded J.D. Elsom Meadows Subdivision Covenants, Conditions, and Restrictions are on file at the Office of the Clerk of Johnson County, Wyoming, 76 North Main Street, Buffalo, WY 82834.

6. Homeowners Association: No Homeowners Association has been created for the J.D. Elsom Meadows Subdivision.

7. Garbage Disposal: The nearest landfill is at 284 TW Road and is owned and operated by Johnson County Solid Waste District. Information on fees can be obtained at the landfill or Johnson County Commissioners Office, 76 North Main Street, Buffalo, WY 82834. Privately owned garbage collection is available to Johnson County residents.

8. Fire Protection: Johnson County provides a volunteer fire department. The Johnson County Fire Control District is located at 314 Railroad Avenue, Buffalo, WY. For information contact the Johnson County Commissioners Office, 76 North Main, Buffalo, WY 82834.

9. Zoning: No Zoning presently exists within Johnson County, Wyoming. J.D. Elsom Meadows Subdivision is governed by Covenants.

10. Postal Service: The nearest Post Office is located at 193 South Main Street, Buffalo, Wyoming.

11. Surface Water Rights: There are no surface water rights on lands within the J.D. Elsom Meadows Subdivision.

12. Utility Providers:

A. Telephone: There is no land-line provider for the J.D. Elsom Meadows Subdivision. Cellular phones may or may not work within the Subdivision, depending on the cellular signals available.

B. Electricity: There is no public electrical utility existing on the J.D. Elsom Meadows Subdivision.
The rural electric provider for the area is:
Powder River Energy Corporation
PO Box 5087
Sheridan, WY 82801-1387

13. Fences: Existing boundary fences with adjoining landowners may not be on boundary lines.

14. Access: Access into the J.D. Elsom Meadows Subdivision is the Billy Creek Access Road, an existing 66 foot right-of-way easement, filed July 21, 1967, in R/W Book 3, pages 191-197, in the Office of the Clerk of Johnson County, Wyoming.