

INDEXED

018813

STATE OF WYOMING )  
COUNTY OF JOHNSON ) SS

STATE OF WYOMING )  
COUNTY OF JOHNSON )

This instrument was first for record on 09-19 2003  
at 9:15 AM, etc. Fee \$ 23.00  
377-382 Page 8 of 56  
Linda Sambert Register of Deeds  
Deputy

**TO THE PUBLIC**  
**DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS**  
**JK SUBDIVISION, JOHNSON COUNTY, WYOMING**

This declaration, made on the date hereinafter set forth by Bert A. Gustafson and Sharon K. Gustafson, hereinafter referred to as "**Declarants**";

**WITNESSETH**

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 **JK SUBDIVISION** situate in Johnson County, Wyoming, as the same as described on Exhibit "A" attached hereto and incorporated herein by reference, and;

WHEREAS, Declarants desire to place certain Protective and Restrictive Covenants on the Lot which comprises the JK Subdivision for the betterment of the health, safety, and welfare of the owner and occupant of said Lot.

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 the Lot comprising the JK 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 insure to the benefit of the Owner of the Lot in the JK Subdivision.

**I**  
**Designation of Lot**

The Lot in the JK Subdivision is hereby designated as Residential.

No building shall be erected, altered, placed, or permitted to remain on the Lot other than one single family building not to exceed two (2) stories in height, a private garage for not more than three (3) cars, and one additional structure for storage, shop building, or for housing animals within the limits of the covenants.

The Lot shall not be further subdivided or split in any manner without the approval of the Johnson County Board of County Commissioners for Johnson County, Wyoming.

**II**  
**Setback Requirements**

No building or above ground structure shall be erected within ten (10) feet of any property line or right-of-way line.

**III**  
**Building Construction**

All construction on the Lot within the Subdivision shall be new, and no building or buildings may be moved from other locations onto the Lot.

No single unit mobile home may be placed upon the Lot. A pre-manufactured home may be placed upon the Lot if placed on a permanent foundation, have at least a 3/12 roof pitch, and is constructed specifically to set on a permanent foundation without support beams and/or pillars.

**IV**  
**Signs**

No signs of any kind shall be displayed to public view on the Lot except one sign of not more than six (6) square feet may be allowed to advertise the property for sale or rent, or, signs used by a builder for advertising during the construction period.

**V.**  
**Nuisances**

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

**VI**  
**Temporary Structures**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used upon the Lot at any time as a residence, either temporary or permanently, except that for a period of one (1) year, temporary facilities may be placed upon the Lot which shall be reasonably required, convenient, or incidental to the construction of a permanent structure upon said Lot.

**VII**  
**Livestock**

No livestock, including domestic pets, shall be allowed to remain loose within the Lot. The Owner of the Lot is required to keep all animals for which they are responsible within the confines of the Lot. No animal of any kind shall be raised or bred for commercial purposes. Animals not raised or bred for commercial purposes are permitted so long as the number, type, or habitat of the animal does not become offensive or a nuisance to the neighborhood.

**VIII**  
**Perimeter Access**

The Lot in the Subdivision shall not be used at any time as a means of access to any other lands not included in the Subdivision.

**IX**  
**Water Supply**

NO PROVISION IS MADE IN THE JK SUBDIVISION FOR PUBLIC OR CENTRAL DOMESTIC WATER SOURCE.

No individual water supply system shall be permitted on the Lot in the Subdivision unless the system is located, constructed, and equipped in accordance with the requirements of State of Wyoming laws, appropriate State of Wyoming agencies adopted rules and/or regulations, and rules and/or regulations promulgated by Johnson County. Provided further, no well may be dug, drilled, or installed upon the Lot unless it meets all the requirements of the State of Wyoming for well drilling and installation. All wells must be registered with the Wyoming State Engineers Office according to their duly adopted rules and/or regulations.

**X**  
**Sewage Disposal**

NO PROVISION IS MADE IN THE JK SUBDIVISION FOR CENTRAL SEWAGE DISPOSAL SYSTEMS.

No individual sewage disposal system shall be permitted on the Lot in the Subdivision unless the sewage system is located, constructed, and equipped in accordance with the requirements of Wyoming State laws, appropriate Wyoming State agencies adopted rules and/or regulations, and rules and/or 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.

**XI**  
**Disclosure Statement**

A Disclosure Statement has been prepared as per Johnson County Subdivision Regulations and is attached to these Protective and Restrictive Covenants as Exhibit "B".

**XII**  
**Pollution of Waters**

In the interest of public health and sanitation and so the land known as the JK Subdivision and all other land in the same locality can be benefited by a decrease in the hazards of stream pollution and be protection of water supplies, recreation, wildlife, and other public uses thereof, the Declarants and/or Owner of the Lot will not use or permit the use of the above described property for any purpose that will result in the degradation of these users nor allow pollution of any stream, lake or body of water within the Subdivision.

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 materials which might affect these uses or pollute the waters or otherwise impair the ecological balance of the surrounding lands.

**XIII**  
**Garbage and Refuse Disposal**

The Lot shall not be used and/or maintained as a dumping ground for rubbish and debris, nor shall the 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 be kept in sanitary containers. Rocks, dirt piles, and construction debris shall be promptly removed from the Lot after construction of buildings.

**XIV**  
**Access**

Only one access driveway shall be allowed from Upper Clear Creek Road. The access driveway shall require a permit from Johnson County and constructed according to Johnson County rules and/or standards.

**XV**  
**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 ten (10) years from the date hereof, and automatically shall be continued thereafter for successive periods of ten (10) years each. It is however provided that the Owner of the Lot subject to these covenants, may release all or any part of the land so restricted from any one or more of said restrictions only with the approval of 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.

**XVI**  
**Enforcement**

The covenants herein set forth shall run with the land and bind the present Owner, their successors and assigns, and all parties claiming under them shall be taken to hold, agree, and covenant with the Owner of said Lot, their successors, assigns, and with each of them, to conform to said restrictions. The purchase of the Lot within the JK Subdivision is taken as an assent to be bound by these covenants during the period of ownership and to abide thereby. Declarants, their successors and assigns, 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 Declarants or of the Owner of the Lot 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 and Restrictive 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 or trust made in good faith and for value.

**XVII**  
**Enforcement by Johnson County**

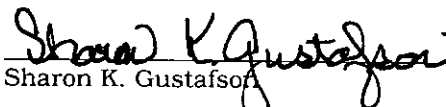
Any of the covenants, restrictions, or conditions contained herein which may, in the sole discretion of the Johnson County Board of County Commissioners be in the public interest, may at the sole discretion of the Johnson County Board of County Commissioners be enforced in the same manner and upon the same terms and conditions as the Declarants, their successors and assigns, 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 and Restrictive Covenants or to recover damages resulting from such violation. The purchase of the Lot shall be taken as consent to pay costs and fees and the same shall be a lien on the land.

**XVIII**  
**Severability**

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

**IN WITNESS THEREOF**, the undersigned being the Declarants, have hereunto set their hands this 22nd. day of July, 2003.

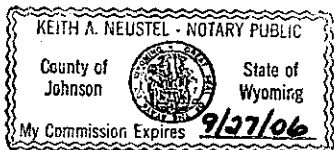
  
Bert A. Gustafson


  
Sharon K. Gustafson

STATE OF WYOMING    )  
                                  )ss  
COUNTY OF JOHNSON )

The foregoing instrument was acknowledged before me by Bert A. Gustafson and Sharon K. Gustafson this 22nd. day of July, 2003.

Witness my hand and official seal.



  
Notary Public

My Commission Expires: 9/27/06

**EXHIBIT "A"**  
**JK SUBDIVISION**  
**BOUNDARY DESCRIPTION**

A tract of land located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 4, T50N, R82W, of the 6<sup>th</sup> P.M., Johnson County, Wyoming, said tract of land being more particularly described as follows:

Commencing at the southeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 4;

thence N00°08'58"W (Record N0°17'50"W) along the East line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 4 a distance of 901.84 feet to a point, said point being the point of beginning of said tract of land;

thence S64°17'06"W a distance of 68.88 feet to a point;

thence S37°30'07"W a distance of 225.69 feet to a point;

thence S29°54'24"W a distance of 155.04 feet to a point;

thence N37°07'19"W a distance of 203.79 feet to a point, said point lying on the centerline of Upper Clear Creek Road;

thence along said centerline of said Upper Clear Creek Road, N44°32'35"E (Record N44°23'43"E) a distance of 511.02 feet to the point of beginning of a tangent circular curve to the left having a radius of 5725.81 feet;

thence continuing along said centerline of said Upper Clear Creek Road and along said tangent circular curve to the left, through a central angle of 00°35'01" (Record 00°34'59") a distance of 58.32 feet (Record 58.31') to a point, said point lying on said East line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 4;

thence S00°08'58"E along said East line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 4 a distance of 225.17 feet to the true point of ending of said tract of land.

Said tract of land containing 1.83 acres, more or less.

**EXHIBIT "B"**  
**Disclosure Statement**  
**JK Subdivision**  
**Johnson County, Wyoming**

1. **Water Supply:** All on-site wells shall be permitted by the Wyoming State Engineers Office, 4E Herschler Building, Cheyenne, WY 82002, and shall conform to any and all State of Wyoming adopted rules and/or regulations.
2. **Sewage System:** All on-site sewage systems shall be permitted by the Johnson County Sanitarian and shall conform to all applicable Wyoming Department of Environmental Quality adopted rules and/or regulations.
3. **Covenants:** Recorded Protective and Restrictive Covenants are on file in the Office of the Clerk of Johnson County, Wyoming, 76 North Main Street, Buffalo, Wyoming.
4. **Homeowners Association:** No Homeowners Association has been formed.
5. **Garbage Disposal:** The nearest landfill is at 284 TW Road and is presently operated by the Johnson County Solid Waste District. Information on fees can be obtained at the landfill or at the Johnson County Commissioners Office, 76 North Main Street, Buffalo, WY 82834. Privately owned garbage collection is available to Johnson County residents.
6. **Fire Protection:** Johnson County provides a volunteer fire department. The Johnson County Fire Control building is located at 314 Railroad Avenue, Buffalo, Wyoming. For information contact the Johnson County Commissioners Office, 76 North Main Street, Buffalo, WY 82834.
7. **Flooding:** No mapping is available showing flood plains in the area.
8. **Zoning:** Zoning is governed by Protective and Restrictive Covenants and is zoned Residential.
9. **Postal Service:** The nearest Post Office is located at 193 South Main Street, Buffalo, Wyoming.
10. **Surface Water Rights:** No surface water rights exist within the Subdivision.
11. **Road Maintenance, Access, and Approach:** A permit for an approach from Upper Clear Creek Road must be obtained from Johnson County and any approach shall be constructed as per Johnson County rules and/or regulations.
12. **Utility Providers:**

Telephone: Qwest Corporation  
3401 South Douglas Hwy.  
Gillette, WY 82718

Electric: Pacific Power  
P.O. Box 2719  
Casper, WY 82602