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STATE OF WYOMING }
COUNTY OF JOHNSON } ss

035771

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By Janet Wilbur, Notary Register of Deeds
Deputy

STATE OF WYOMING)
)SS
COUNTY OF JOHNSON)

TO THE PUBLIC
DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
KLONDIKE ACRES SUBDIVISION
JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by Kenneth Burton and Michelle Burton, 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 the Klondike Acres Subdivision situate in Johnson County, Wyoming, as the same described on Exhibit "A" attached hereto and incorporated herein by reference, and;

WHEREAS, Declarants desire to place certain restrictive and protective covenants on the lots which comprise Klondike Acres 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 the Klondike Acres 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 Klondike Acres Subdivision.

I.
Designation of Lots,
Building Requirements
and Setbacks

The lots in the Klondike Acres Subdivision are hereby designated as Residential/Home Business as further defined within these restrictive and protective covenants. No lots shall be used except for Residential/Home Business purposes as defined within these restrictive and protective covenants.

No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height (excluding basements), and a private garage for not more than three cars, and two (2) additional structures for storage, shop building, or for housing animals within the limits of the covenants. A single family dwelling shall contain 1800 square feet minimum, excluding basements. Any other building shall be one story in height and shall not exceed 1500 square feet.

Buildings shall be covered with a non-reflective exterior siding customarily used in conventional dwellings consisting of, but not necessarily limited to, wood, masonry, stucco, masonite, and vinyl or metal lap. All structures, including fencing, constructed on either lot shall be constructed in a professional like manner so as to protect the value and desirability of the lot. All structures shall be maintained in a neat and proper condition at all times, including but not limited to painting, repairs, and general maintenance of all structures.

Pre-manufactured homes are allowed, provided they are not single-wide units and, they are constructed to the Uniform Building Code (UBC) or other nationally recognized building code standards. For purposes of these covenants, U.S. Housing and Urban Development (HUD) standards are not acceptable building standards. All homes shall meet all requirements of these covenants and shall have a pitched roof with a minimum of a 3/12 pitch. Straw, hay bales, tires, or other similar materials shall be prohibited in, on, or around any structure. All homes shall be on a permanent foundation, but no permanent pier foundations are allowed, therefore, no skirting of homes is allowed.

No mobile homes are allowed in the Klondike Acres Subdivision.

No structure and/or building shall be closer than twenty-five (25) feet from any property line or lie within the road right-of-way.

Under Home Business, the following restrictions shall be adhered to:

- a. The Business Owner must reside on the lot.
- b. No third party use is allowed.
- c. The business shall not become a nuisance or annoyance to the neighborhood.
- d. No noxious or offensive activities shall be carried on upon either lot.
- e. No retail businesses or operations are allowed.
- f. No business advertising is allowed on the land and/or lots.
- g. No employees are allowed to routinely enter the lot to report for work.
- h. Any equipment, supplies, or materials relating to the business shall be stored within a fenced area or in a shop building.
- i. Fenced areas for business purposes shall not exceed 150 feet by 150 feet.
- j. Home Business shall also allow "Hobby" Business type operations.

No lot may be further subdivided or split in any manner.

II. Nuisances

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done therein which may be, or may become, an annoyance or nuisance to the neighborhood. No lot shall be maintained in such a manner that will distract from or affect the value of the other lot.

III. 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 temporary or permanently, except that for a period of one (1) year, temporary facilities may be placed upon any lot which shall be reasonably required, convenient, or incidental to the construction of a permanent structure upon said lot.

IV. Livestock

No livestock, including domestic pets, shall be allowed to remain loose within the Subdivision. The Owner of each lot is required to keep all animals for which they are responsible within the confines of that 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. 4H projects are allowed and any livestock corral shall

not exceed 100 feet by 200 feet in area. No overgrazing shall be allowed outside the corral area.

V.
Perimeter Access

No perimeter lot in the Subdivision shall be used at any time as a means of access from Klondike Road to any other lands not included in the Subdivision.

VI.
Water Supply

1. **NO PROVISION IS MADE IN THE KLONDIKE ACRES SUBDIVISION FOR PUBLIC OR CENTRAL DOMESTIC WATER SOURCE.**
2. 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 regulations 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.

VII.
Sewage Disposal

1. **NO PROVISION IS MADE IN THE KLONDIKE ACRES SUBDIVISION FOR CENTRAL SEWAGE DISPOSAL SYSTEMS.**
2. 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 requirements 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.

VIII.
Approach and Driveway Maintenance

Lot owners shall be responsible for the construction and/or maintenance of approaches and driveways. All approaches shall be constructed according to all applicable rules as adopted by the Johnson County Commissioners

IX.
Disclosure Statement

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

X.
Pollution of Waters

In the interest of public health and sanitation and so that the land known as Klondike Acres 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.

No alteration 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.

XI.
Garbage and Refuse Disposal

No lot shall be used or 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, piles, and construction debris shall be promptly removed from lots after construction of buildings. The lots shall be maintained at all times to be kept free from any accumulation of debris, including but not limited to garbage, junk, yard or animal wastes, wood, scrap metal, building materials, appliances, furniture, or any other unsightly items. For Home Business restrictions for storage, see Protective and Restrictive Covenant I, Designation of Lots, Building Requirements, and Setbacks contained within this document.

XII.
General Conditions

Each of the conditions and covenants set forth 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 twenty (20) years from the date hereof, and automatically shall be continued thereafter for successive periods of twenty (20) years each. It is however provided that the owners of not less than one hundred (100) 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 of 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.

XIII.
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 Klondike Acres 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 Declarants or of the owner of any of the 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 by the prevailing party 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.

XIV.
Enforcement by County

Any of the covenants, restrictions, or conditions contained herein which, at 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

EXHIBIT "A"

Klondike Acres Subdivision
Perimeter Description

A tract of land located in the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 21, T50N, R82W, of the 6th P.M., Johnson County, Wyoming, said tract of land being more particularly described as follows:

Commencing at the southwest corner of said Section 21;

thence N13°06'13"E a distance of 1086.55 feet to a point, said point lying on the existing centerline of Klondike Road (County Road No. 132), and said point being the true point of beginning of said tract of land;

thence S17°47'27"E a distance of 107.11 feet to a point;

thence N60°06'33"E a distance of 127.76 feet to a point;

thence S81°34'55"E a distance of 136.93 feet to a point;

thence S89°54'49"E a distance of 158.81 feet to a point;

thence N66°53'09"E a distance of 198.56 feet to a point;

thence N07°28'22"W a distance of 557.75 feet to a point;

thence N75°18'04"W a distance of 72.14 feet to a point;

thence N20°07'28"W a distance of 240.08 feet to a point;

thence N72°33'51"W a distance of 500.00 feet to a point, said point lying on said existing centerline of said Klondike Road (County Road No. 132), and, said point being the point of beginning of a non-tangent circular curve to the right having a radius of 4583.66 feet, the bearing to the radius being S83°35'07"W;

thence along said existing centerline of said Klondike Road (County Road No. 132) and along said non-tangent circular curve to the right, through a central angle of 1°34'28" a distance of 125.96 feet to the point of ending of said non-tangent circular curve to the right;

thence continuing along said existing centerline of said Klondike Road (County Road No. 132), S04°50'25"E a distance of 462.24 feet to the point of beginning of a tangent circular curve to the left having a radius of 361.87 feet;

thence continuing along said existing centerline of said Klondike Road (County Road No. 132) and along said tangent circular curve to the left, through a central angle of 26°01'07" a distance of 164.33 feet to the point of ending of said tangent circular curve to the left, said point of ending being the point of beginning of a tangent circular curve to the right having a radius of 161.97 feet (record 161.40');

thence continuing along said existing centerline of said Klondike Road (County Road No. 132) and along said tangent circular curve to the right, through a central angle of 51°42'12" (record 51°48'18") a distance of 146.16 feet (record 145.93') to the point of ending of said tangent circular curve to the right;

thence continuing along said existing centerline of said Klondike Road (County Road No. 132), S20°50'40"W a distance of 90.07 feet (record 90.34') to the true point of beginning of said tract of land.

Said tract of land containing 12.00 acres, more or less.

Basis of Bearing being the plat attached to the Affidavit of Lot Division as filed in the Office of the Clerk of Johnson County, Wyoming, in Book 86A45, pages 222 – 226.

EXHIBIT "B"**Disclosure Statement**
Klondike Acres Subdivision
Johnson County, Wyoming

1. **Approaches and/or Driveways:** Approaches and/or driveways shall be the responsibility of the individual lot owners. Approaches shall be constructed as per Johnson County Regulations and a permit shall be obtained from Johnson County for all approaches.
2. **Water Supply:** All on-site water wells shall be permitted by the Wyoming State Engineers Office, 4E Herschler Building, Cheyenne, WY 82002-0370 and shall conform to any and all State of Wyoming regulations. From available data, wells are from 150 feet to 400 feet in depth within the area with good or acceptable water.
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.
4. **Covenants:** Recorded Covenants are on file in the Office of the Clerk of Johnson County, Wyoming, 76 North Main Street, Buffalo, WY 82834.
5. **Homeowners Association:** No Homeowners Association has been formed.
6. **Garbage Disposal:** The nearest landfill is at 284 TW Road and is 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.
7. **Fire Protection:** Johnson County provides a volunteer fire department. The Johnson County Fire Control building is located at 314 Railroad Avenue, Buffalo, Wyoming.
8. **Flooding:** No land within this subdivision is subject to stream and/or creek flooding.
9. **Zoning:** Zoning is governed by the Covenants and is Residential/Home Business.
10. **Postal Service:** The nearest Post Office is located at 193 South Main Street, Buffalo, Wyoming.
11. **Surface Water Rights:** No surface water rights exist within the subdivision.
12. **Utility Providers:** Telephone: Quest Corporation
3401 South Douglas Highway
Gillette, WY 82718
Power: Powder River Energy Corp.
P.O. Box 930
Sundance, WY 82729