

STATE OF WYOMING }
COUNTY OF JOHNSON }

089605

This instrument was filed for record on May 22 1990
at 1:15 P. M. and was duly recorded in Book 86A-37 page
409-415, Fee \$ 16.00

By Jane Cam Asst. Deputy Register of Deeds.

State of Wyoming)
)ss
County of Johnson)

TO THE PUBLIC
DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
LAKE DESMET SUBDIVISION
A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by Ted A. Schumacher and Bambi L. Schumacher of Johnson County, 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 County Clerk and Record of Deeds for Johnson County, Wyoming, in connection with the Subdivision designated as Lake DeSmet Subdivision, situate in Johnson County, Wyoming, as the same is described in Exhibit "A" attached hereto and incorporated herein by reference, and,

WHEREAS, Declarants desire to place certain restrictive and protective covenants of the lots which comprise Lake DeSmet 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 Lake DeSmet 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 Lake DeSmet Subdivision.

I.
DESIGNATION OF LOTS

The Lots in Lake DeSmet Subdivision are hereby designated as follows:

1. Lots 1 & 2 - Commercial
2. Lots 3, 4, 5, & 6 - Residential

On Residential Lots, no building shall be erected, altered, placed, or permitted to remain on other than one single-family dwelling not to exceed two stories in height, and a private garage for not more than two cars, and one additional structure for storage or for housing animals within the limits of the covenants.

On Commercial Lots, the following uses shall be permitted:

1. Campground
2. Retail Business
3. Public Garage or Filling Station
4. Motels
5. Boat Storage
6. Restaurant
7. Any use as stated for Residential Lots above.

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.

II.
DWELLING QUALITY AND SIZE

No dwelling shall be permitted on any lot herein designated as single-family residential with a ground floor area of the main structure (exclusive of porches, basements, and garages) which is less than 800 square feet for a one story building or 1000 square feet for a dwelling of more than one story.

III.
SETBACK REQUIREMENTS

No building or part thereof shall be located nearer than 10 feet to any lot line, street, or easement.

IV.
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.

V.
TEMPORARY STRUCTURES

No structures of a temporary character, trailer, basement, tent, shack, barn, or other out building shall be used upon any lot at any time as a residence, either temporarily or permanently, except that for a period of six

months, temporary facilities may be placed upon any lot which shall be reasonable required convenient, or incidental to the construction of a permanent structure upon said lot.

VI.
SIGNS

No signs of any kind shall be displayed to public view on any Residential Lot except one sign of not more than six square feet may be used to advertise the property for sale or rent, or signs being used by a builder or the developer, to advertise the property during the construction and sales period.

On Lot 1, the maximum size for a commercial sign shall be two hundred square feet.

On Lot 2, the maximum size for a commercial sign shall be forty-eight square feet.

VII.
LIVESTOCK

No animals of any kind shall be allowed on any lot except for domestic pets. Domestic pets shall not be allowed to remain loose within the Subdivision. The owner of each lot is required to keep domestic pets within the confines of that lot.

VIII.
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. No burning of trash shall be allowed on any lot. Rocks, dirt piles, and construction debris shall be promptly removed from lots after construction of buildings.

IX.
MOBILE HOMES

No Mobile Homes are allowed. Modular Homes as defined within the City of Buffalo, Wyoming, Zoning Ordinance are allowed as long as they meet the square footage requirements stated in these covenants. This covenant does not apply to any existing structures on Lot 1.

X.
PERIMETER ACCESS

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

XI.
WATER SUPPLY

No provision is made in the Lake DeSmet Subdivision for a public or central domestic water source.

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 any regulations promulgated by Johnson County, provided further, that no well may be dug, drilled, or installed upon any lot unless it is cased and cemented for a minimum of ten feet from the surface and all intermediate aquifers pierced by the well are sealed above and below.

XII.
SEWAGE DISPOSAL

No provision is made in the Lake DeSmet Subdivision for a public or central sewage disposal system.

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 any 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.

XIII.
UTILITIES AND EASEMENTS

No provision is made in the Lake DeSmet Subdivision for construction or installation of utilities. The construction or installation shall be the responsibility of the owner or owners. However, easements for the installation, repair, re-installation, replacement, and maintenance of utilities are reserved as provided in the recorded plat of Lake DeSmet Subdivision. Said utility easements are hereby dedicated, granted, and conveyed to all public utilities and cable television suppliers, privately or publicly owned, now or

hereafter providing utility and television services to Lake DeSmet Subdivision 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 these easements no structure, planting, or other permanent fixtures shall be placed or permitted to remain which may damage or interfere with the utility systems. The easement area of each lot shall be maintained by the owner of the lot except for those improvements for which a utility company is responsible. All utilities are to be underground whenever possible according to the requirements of the County Subdivision Regulations.

XIV.
SUBDIVISION ROADS

The roads in the Lake DeSmet Subdivision are already constructed and maintained by Johnson County. No vehicles, trailers, trailer campers, truck campers, bus campers, boats and trailers, or any other vehicles shall be allowed to park on any roads within the Lake DeSmet Subdivision.

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 and all parties and persons claiming under them for a period of ten years from the date hereof, and automatically shall be continued thereafter for successive periods of ten 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 restrictions with 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 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.

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 Lake DeSmet 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 Declarants 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 violations. 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 violations. 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 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 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 violations. 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.

XVIII.
SEVERABILITY

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

