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JOHNSON COUNTY CLERK Deborah  
DEPUTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
LAKE RIDGE ESTATES

045172

THIS DECLARATION is made this 21<sup>ST</sup> day of October, 2005, by LPGA, LLC, a Wyoming Limited Liability Company, hereinafter referred to as "Declarant".

RECITALS

- A. Declarant is the owner of that certain real property described on Exhibit "A" attached hereto which property is known as "Lake Ridge Estates" (hereafter referred to as "development") located in Johnson County, Wyoming. Declarant wishes to integrate the residential community with the other surrounding geographical and natural features in order to develop a planned residential community of high quality.
- B. Declarant desires to establish for its own benefit and for the mutual benefit of all future owners of any portion of the development certain mutually beneficial covenants, conditions, restrictions, and obligations with respect to proper development and use of Lake Ridge Estates.
- C. Declarant desires and intends that all future owners, mortgagees, beneficiaries, trustees, and other persons hereafter acquiring any interest of any type in the development shall at all times enjoy the benefits of and shall hold their interest subject to the rights, easements, privileges, covenants and restrictions hereinafter set forth, all of which are designed to protect the value, desirability, and attractiveness of the development.

COVENANTS, CONDITIONS AND RESTRICTIONS

- DWELLING QUANTITY.** No building shall be erected, altered, placed, or permitted to remain on subject properties other than one single-family dwelling not to exceed two stories in height, a private garage for not more than four cars, one additional structure for storage, one additional structure for housing animals within the limits of the covenants and one additional structure not to exceed two stories in height for use as a guest house, studio, or office, provided that the exterior matches that of the other residential structure.
- SUBDIVISION OF PARCEL.** No parcel may be further subdivided or split in any manner into less than thirty-five (35) acres.
- EASEMENTS.** All parcel lines and roads as shown on Exhibit "A" shall contain a twenty foot (20') easement lying ten feet (10') on each side of parcel line and thirty feet (30') on each side of the road centerline. Each road shall be considered a utility corridor for the placement of any utilities with no further easement required. Utilities will be installed in such a manner so as not to permanently interfere with the roadway.
- DWELLING QUALITY AND SIZE.** No dwelling shall be permitted with a ground floor area of the main structure (exclusive of porches, basements and garages) which is less than 1200 square feet for a one story building or 1800 total square feet for a dwelling of more than one story.
- SETBACK REQUIREMENTS.** No building or part thereof shall be located nearer than thirty-five feet (35') to any parcel line, common boundary line or road easement line. In addition, no building, sewer system, well, etc. shall be allowed on any slopes of 35% or greater.
- NUISANCES.** No noxious or offensive activities shall be carried on upon any parcel, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. Use of firearms and hunting can not be considered a nuisance on an owners property.
- TEMPORARY STRUCTURES.** No structures of a temporary character, trailer, basement, tent, shack, barn, or other out building shall be used upon any parcel at any time as a permanent

residence, except that for a period of six months, temporary facilities may be placed upon any parcel which shall be reasonably convenient, or incidental to the construction of a permanent structure upon said parcel. Post/pole buildings with a self contained apartment are allowed.

8. **LIVESTOCK.** The owner may keep animals providing they do not create a noxious or offensive nuisance or disturbance to the neighbors, and are kept within the confines of the owner's parcel. The habitat of such animals shall be maintained in a clean, neat and sanitary condition. No animals, fowl, or other livestock shall be raised or bred for commercial purposes. It shall be the responsibility of the Owner of the property to fence their parcel when livestock is to be maintained and confined on said parcel.
9. **EXCAVATION AND MINING.** No excavation for stone, sand, gravel or earth may be made on any parcel, except for such excavation that may be necessary in connection with the erection of a permitted building thereon. No oil drilling, oil development operations, quarrying or mining operations of any kind shall be permitted within the parcel area.
10. **GARBAGE AND REFUSE DISPOSAL.** No parcel shall be used and/or maintained as a dumping ground for rubbish and debris, nor shall any parcel be used as a storage area for non-operative motor vehicles, miscellaneous parts or supplies, or other unsightly material. Trash, garbage, and other waste shall not be kept except in sanitary containers. No burning of household garbage shall be allowed on any parcel. Rock, dirt piles, and construction debris shall be promptly removed from parcels after construction of the buildings is completed. Private garbage collection is available and residents have access to the Buffalo City Landfill.
11. **NON-OPERATIVE VEHICLES AND EQUIPMENT.** No vehicle or equipment of any type shall be parked on any parcel for the purposes of accomplishing repairs thereof or for the reconstruction thereof, except for emergency repairs and then only to the extent necessary to enable movement of the vehicle. Emergency repairs would only include repairs that could be made within forty-eight (48) hours. No parcel shall be utilized for the storage or parking of non-operative nor non-licensed motor vehicles or equipment or parts or supplies thereto. No parcel shall have on it any vehicle which is not currently licensed. No parcel shall have any old salvage automobiles, large trucks or trailers, school buses, road construction equipment, motor parts, salvage metals, pipes, old machinery, cement blocks and bricks, unused or excess building materials or home appliances and so forth.
12. **MOBILE HOMES.** All construction on parcels within the development shall be new construction and no used or pre-owned building or buildings may be moved from other locations onto any parcel. New modular and pre-manufactured homes may be placed upon said lots provided that the modular or pre-manufactured homes are certified to be UBC or HUD approved and are placed on permanent foundations or basements. No skirting shall be allowed on any residence or building. All foundations shall be complete and continuous under the entire exterior of said residence. The pitch of the roof shall be at least five feet (5') in a twelve foot (12') run.
13. **UTILITIES.** All utilities, including electric transmission or service lines, shall be buried underground and no overhead power lines shall be permitted. Utilities will be installed in such a manner so as not to permanently interfere with the roadway.
14. **WATER SUPPLY.** *No provision is made in the development for a public or central domestic water source.* No individual water supply system shall be permitted on any parcel 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 parcel 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.
15. **SEWAGE DISPOSAL.** *No provision is made in the development for a public or central sewage disposal system.* All individual sewage disposal systems shall be of the closed system or evapotranspiration type in the development, unless any other type of 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 the actual construction of any system.

16. **FENCES AND ROADS.** *No provision is made in the development for public maintenance of roads to include snow removal.* Each property owner, if they so desire, is responsible for constructing and maintaining fencing of their individual properties. The fences shall be constructed so as not to interfere with Road Easements as established by the recorded deed for each parcel. Each property owner is responsible for constructing and maintaining their own private roads upon their individual properties.
17. **GENERAL CONDITIONS.** Each of the conditions and covenants set forth above shall continue and be binding upon Declarant and upon their successors and assigns, and upon each 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 owners of not less than seventy-five (75 ) percent of the recorded fee title owners of parcels subject to these covenants, conditions or restrictions may release all or any part of said lands from any one or more of said covenants, conditions, and restrictions, subject to 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 abstracter doing business in Johnson County, Wyoming, as to the record ownership of the property hereby restricted shall be deemed conclusive ownership thereof.
18. **ENFORCEMENT.** The covenants, conditions and restrictions 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 property, their successors, assigns, and bind each of them to conform to said covenants, conditions and restrictions. The purchase of any of the development property is taken as an assent to be bound by these covenants, conditions and restrictions during the period of ownership and to abide hereby. Declarant, or the owner of any of the parcels shall have the right to sue for and obtain injunction to prevent the breach of or to enforce observance of the covenants, conditions and 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 parcels hereby restricted, to enforce any of the covenants, conditions and 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 attorney fees shall be recovered as required in any proceeding either to enjoin violation of the Declaration of Covenants, Conditions or Restrictions or to recover damages resulting from such violations. The violation of these covenants, conditions and restrictions shall not defeat nor render inviolate the lien of any mortgage or deed of trust made in good faith and for value.
19. **ENFORCEMENT BY COUNTY.** Any of the covenants, conditions and restrictions 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 parcel owner can seek to enforce the same in any proceeding of law or equity. Reasonable attorney fees shall be recovered by the County in any proceeding either to enjoin a violation of the Declaration of Covenants, Conditions or Restrictions or to recover damages resulting from such violations. The purchase of any parcel shall be taken as consent to pay costs and fees and the same shall be a lien on the land.
20. **COMPLIANCE WITH LAWS.** No owner shall permit anything to be done or kept on the owner's property that violates any law, ordinance, statute, rule or regulation of any local, County, State or Federal body.
21. **SEVERABILITY.** Invalidation of any one of these covenants, conditions or restrictions by judgment or Court order shall in no way or manner affect any of the provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Dennis R. Lawrence, Robert E. Pfister  
and John S. Gibbs being the Declarant herein, have hereto set their hands this 21<sup>ST</sup> day of  
October, 2005.

DECLARANT: LPGA, LLC

BY: Dennis R. Lawrence  
Dennis R. Lawrence, Managing Member

Robert E. Pfister II  
Robert E. Pfister II, Managing Member

John S. Gibbs  
John S. Gibbs, Managing Member

STATE OF WYOMING        }  
                                      }  
County of Johnson        }

The foregoing instrument was acknowledged before me this 21<sup>ST</sup> day of October  
2005, by Dennis R. Lawrence, Robert E. Pfister and John S. Gibbs

Witness my hand and official seal.

Mia M. Jarvis  
Notary Public  
My Commission expires July 30, 2006

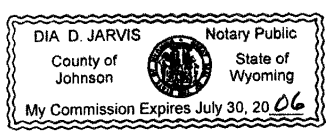


EXHIBIT "A"

LEGAL DESCRIPTION  
LAKE RIDGE ESTATES

Township 52 North, Range 82 West, 6th P.M., Johnson County, Wyoming

Section 19: All that portion of Lot 4 lying West of the westerly Right of Way line of Interstate 90 <sup>SWSW</sup>

**EXCEPTING THEREFROM** a tract of land in  $W\frac{1}{2}SW\frac{1}{4}$ ,  $SE\frac{1}{4}SW\frac{1}{4}$  Section 19, as conveyed to The State Highway Commission of Wyoming in instrument recorded October 13, 1964 in Book 87A-7 of Deeds, Page 209.

Section 29: All that portion of the <sup>SWSW</sup> lying West of the westerly Right of Way line of Interstate 90

**EXCEPTING THEREFROM** a tract of land 475 feet in width in  $SW\frac{1}{4}SW\frac{1}{4}$  Section 29, Township 52 North, Range 82 West as conveyed to The State Highway Commission of Wyoming in instrument recorded September 21, 1966 in Book 87A-8 of Deeds, Page 253.

**EXCEPTING THEREFROM** a tract of land 80 feet in width across the  $SW\frac{1}{4}NW\frac{1}{4}$ ,  $W\frac{1}{2}SW\frac{1}{4}$ , Section 29 as conveyed to the Board of County Commissioners of Johnson County, Wyoming in instrument recorded November 29, 1966 in Book 87A-8 of Deed Records, Page 335.

Section 30: All that portion of Lot 1, <sup>NWNW</sup>  $E\frac{1}{2}$ ,  $E\frac{1}{2}NW\frac{1}{4}$  lying West of the westerly Right of Way line of Interstate 90

**EXCEPTING THEREFROM** a tract of land in  $N\frac{1}{2}NW\frac{1}{4}$ ,  $SE\frac{1}{4}NW\frac{1}{4}$ ,  $W\frac{1}{2}NE\frac{1}{4}$ ,  $N\frac{1}{2}SE\frac{1}{4}$ ,  $SE\frac{1}{4}SE\frac{1}{4}$  Section 30, as conveyed to The State Highway Commission of Wyoming in instrument recorded October 13, 1964 in Book 87A-7 of Deeds, Page 209.

**EXCEPTING THEREFROM** a tract of land 80 feet in width across the  $E\frac{1}{2}NE\frac{1}{4}$  Section 30 as conveyed to the Board of County Commissioners of Johnson County, Wyoming in instrument recorded November 29, 1966 in Book 87A-8 of Deed Records, Page 335.

Section 31:  $N\frac{1}{2}NE\frac{1}{4}$

Section 32: All that portion of the  $N\frac{1}{2}NW\frac{1}{4}$ ,  $SE\frac{1}{4}NW\frac{1}{4}$  lying West of the westerly Right of Way line of Interstate 90

**EXCEPTING THEREFROM** the following tract of land lying in the  $E\frac{1}{2}NW\frac{1}{4}$ ,  $SW\frac{1}{4}NE\frac{1}{4}$ ,  $N\frac{1}{2}SE\frac{1}{4}$  more particularly described as follows:

Beginning at the center of Section 32 and running thence West 1320 feet to the Southwest corner of  $SE\frac{1}{4}NW\frac{1}{4}$ ; thence North along the West line of the  $E\frac{1}{2}NW\frac{1}{4}$  a distance of 2062 feet; thence East 803 feet, thence South  $25^{\circ}40'$  East 1439 feet; thence South  $35^{\circ}15'$  East 2442.06 feet to a point on the South line of the  $NE\frac{1}{4}SE\frac{1}{4}$ ; thence West 1533 feet to the Southwest corner of  $NW\frac{1}{4}SE\frac{1}{4}$ ; thence North 1320 feet to the point of beginning.

**EXCEPTING THEREFROM** a tract of land 475 feet in width in the  $E\frac{1}{2}NW\frac{1}{4}$  (except the South 2062 feet thereof) and the  $NW\frac{1}{4}NW\frac{1}{4}$  of Section 32 and a tract of land in the  $E\frac{1}{2}NW\frac{1}{4}$ ,  $SW\frac{1}{4}NE\frac{1}{4}$ ,  $N\frac{1}{2}SE\frac{1}{4}$  Section 32 as conveyed to The State Highway Commission of Wyoming in instrument recorded September 21, 1966 in Book 87A-8 of Deed Records, Page 253.

continued

Township 52 North, Range 83 West of the 6th P.M., Johnson County, Wyoming

Section 13: All that portion of the ~~W~~<sup>W</sup> lying West of the westerly Right of Way line of Interstate 90

**EXCEPTING THEREFROM** a tract of land in the ~~SW~~<sup>SW</sup>~~NW~~<sup>NW</sup>, ~~SW~~<sup>SW</sup> Section 13 as conveyed to The State Highway Commission of Wyoming in instrument recorded September 21, 1966 in Book 87A-8 of Deed Records, Page 253.

Section 14: All that portion of the ~~E~~<sup>E</sup>~~SE~~<sup>SE</sup> lying south of Shell Creek Road a/k/a County Road #85

**EXCEPTING THEREFROM** a tract of land conveyed to T Cross T Ranch, LLC, a Wyoming limited liability company, as contained in Special Warranty Deed recorded September 30, 2005 in Book 87A-50 of Deeds, Page 117.

Section 23: ~~E~~<sup>E</sup>~~N~~<sup>N</sup>~~E~~<sup>E</sup>

**EXCEPTING THEREFROM** a tract of land conveyed to T Cross T Ranch, LLC, a Wyoming limited liability company, as contained in Special Warranty Deed recorded September 30, 2005 in Book 87A-50 of Deeds, Page 117.

Section 24: All that portion lying West of the westerly Right of Way line of Interstate 90

**EXCEPTING THEREFROM** a tract of land in the ~~SE~~<sup>SE</sup>~~SE~~<sup>SE</sup> Section 24, Township 52 North, Range 83 West as conveyed to The State Highway Commission of Wyoming in instrument recorded October 13, 1964 in Book 87A-7 of Deeds, Page 209.

**EXCEPTING THEREFROM** a tract of land in ~~S~~<sup>S</sup>~~N~~<sup>N</sup>~~E~~<sup>E</sup>, ~~NW~~<sup>NW</sup>~~N~~<sup>N</sup>~~E~~<sup>E</sup>, ~~N~~<sup>N</sup>~~SE~~<sup>SE</sup> Section 24 as conveyed to The State Highway Commission of Wyoming in instrument recorded September 21, 1966 in Book 87A-8 of Deeds, Page 250.

**EXCEPTING THEREFROM** a tract of land 450 feet in width in the ~~NE~~<sup>NE</sup>~~NW~~<sup>NW</sup> Section 24 as conveyed to The State Highway Commission of Wyoming in instrument recorded September 21, 1966 in Book 87A-8 of Deed Records, Page 253.

**EXCEPTING THEREFROM** a tract of land in ~~S~~<sup>S</sup>~~N~~<sup>N</sup>~~E~~<sup>E</sup>, ~~NW~~<sup>NW</sup>~~N~~<sup>N</sup>~~E~~<sup>E</sup>, ~~N~~<sup>N</sup>~~SE~~<sup>SE</sup> Section 24 as conveyed to The State Highway Commission of Wyoming in instrument recorded September 21, 1966 in Book 87A-8 of Deeds, Page 262.

Section 25: ~~NE~~<sup>NE</sup>, ~~N~~<sup>N</sup>~~SE~~<sup>SE</sup>