

STATE OF WYOMING }
COUNTY OF JOHNSON } ss
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Linda Bamber Register of Deeds
Deputy

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STATE OF WYOMING)
)ss
COUNTY OF JOHNSON)

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

This declaration, made on the date hereinafter set forth by Mavis Latham, Trustee of the H. R. and Olive Fluke Trusts dated October 31, 1973, hereinafter referred to as "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 **LATHAM ACRES SUBDIVISION** situate in Johnson County, Wyoming, as the same as described on Exhibit "A" attached hereto and incorporated herein by reference, and;

WHEREAS, Declarant desires to place certain Protective and Restrictive Covenants on the lot which comprises the Latham Acres Subdivision for the betterment of the health, safety, and welfare of the owner and occupant of said lot.

NOW THEREFORE, Declarant hereby declares 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 Latham 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 insure to the benefit of the Owner of the lot in the Latham Acres Subdivision.

I.
Designation of Lot

The lot in the Latham Acres 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 dwelling not to exceed two (2) stories in height, a private garage for not more than three (3) cars, and one additional structure for storage 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 one hundred feet (100') from the northerly or westerly lot line or twenty-five feet (25') from the southerly or easterly lot 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 out-building 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 Subdivision. 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 with the following exception: The 50' access easement shown on the plat may be used to access adjoining property for Agriculture purposes.

IX.
Water Supply

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

No individual sewage disposal system shall be permitted on the lot in the Subdivision unless the sewage disposal system is located, constructed, and equipped in accordance with the requirements of Wyoming State law, 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 that the land known as the Latham 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 Declarant 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 uses 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.
Approaches

An existing approach and access easement exist and shall be used as ingress and egress to the lot.

XV.
General Conditions

Each of the conditions and covenants set forth above shall continue and be binding upon Declarant and upon her 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, her 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 Latham Acres Subdivision is taken as an assent to be bound by these covenants during the period of ownership and to abide thereby. Declarant, or the Owner of the lot 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 Declarant 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 of 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 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 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 Declarant herein, has hereunto set her hand this 7th day of MARCH, 2003.

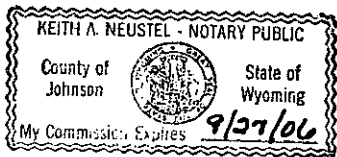
Mavis Latham

Mavis Latham, Trustee of the H. R. and Olive Fluke Trusts dated October 31, 1973

STATE OF WYOMING)
)ss
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me by Mavis Latham, Trustee of the H. R. and Olive Fluke Trusts dated October 31, 1973, this 7th day of March, 2003.

Witness my hand and official seal.



Keith A. Neustel
Notary Public

My Commission Expires: 9/27/06

EXHIBIT "A"
LATHAM ACRES SUBDIVISION
BOUNDARY DESCRIPTION

A tract of land located in Lot 3 and the NE¹/₄SW¹/₄ of Section 7, T51N, R82W, of the 6th P.M., Johnson County, Wyoming, said tract being a portion of the land conveyed to Mavis Latham, Trustee of the H. R. and Olive Fluke Trusts dated October 31, 1973, as described in Warranty Deed filed in Book 87A40, pages 113-114, in the Office of the Clerk of Johnson County, Wyoming, and said tract of land being more particularly described as follows:

Commencing at an existing brass cap marking the southwest corner of said Section 7;

thence N14°24'52"E a distance of 1323.82 feet to an existing aluminum capped rebar stamped LS 324;

thence N11°40'41"W a distance of 588.10 feet to an existing aluminum capped rebar stamped LS 324;

thence N79°15'19"E a distance of 634.39 feet to an existing aluminum capped rebar stamped LS 324, said aluminum capped rebar being the **true point of beginning** of said tract of land;

thence N14°06'36"W a distance of 251.28 feet to an existing rebar;

thence S89°00'33"E a distance of 751.31 feet to an existing rebar with a plastic cap;

thence S05°51'23"W (Record S05°57'11"W) a distance of 470.00 feet to a point;

thence S78°34'41"W a distance of 565.50 feet to a point;

thence N14°06'36"W a distance of 359.68 feet to the true point of beginning of said tract of land.

Said tract of land containing 8.00 acres, more or less.

Basis of Bearing being the description of said tract of land described in said Warranty Deed filed in Book 87A40, pages 113-114, in the Office of the Clerk of Johnson County, Wyoming, and also the Johnson Creek Ranchettes Subdivision as filed in the Office of the Clerk of Johnson County, Wyoming, in Plat Book 2, page 156.

EXHIBIT "B"
Disclosure Statement
Latham Acres Subdivision
Johnson County, Wyoming

1. **Water Supply:** All on-site water 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 septic sewage systems shall be permitted by the Johnson County Sanitarian and shall conform to all applicable Wyoming Department of Environmental Quality adopted rules and 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 land within this subdivision is subject to stream and/or creek flooding.
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. **Maintenance, Access, and Approach:** An existing approach and access road exist for ingress and egress to the lot in the Subdivision. The County of Johnson is not responsible for any maintenance to include snow removal of the approach or access road to the lot in the Subdivision. A "Roadway Maintenance Agreement" exists for said access road and is filed in the Office of the Clerk of Johnson County, Wyoming, in Book 86A47, pages 509-512. Said "Roadway Maintenance Agreement" shall be assigned and/or transferred to the owner of Lot 1 of the Latham Acres Subdivision.
12. **Utility Providers:**

Telephone:	Qwest Corporation 3401 South Douglas Hwy. Gillette, WY 82718
Electric:	Powder River Energy Corp. P.O. Box 930 Sundance, WY 82729