

STATE OF WYOMING }
COUNTY OF JOHNSON }

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c) ss.

This instrument was filed for record on June 19 11 28 and was duly recorded in Book 864 page 79

STATE OF WYOMING)
County of Johnson)

[Signature] Registrar of Deeds.
Deputy

COPY

TO THE PUBLIC:

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR
MAHOGANY HILLS
A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by TRESSA P. DRISKILL, a single person, JOHN G. DRISKILL, a single person, WILLIAM P. DRISKILL, a single person, J. ARLEN ROUNDS and IDA MAE ROUNDS, Husband and Wife, TERRENCE L. O'BRIEN and DOROTHY M. O'BRIEN, Husband and Wife, 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 the County Clerk and Recorder of Deeds for Johnson County, Wyoming, in connection with the Subdivision designated MAHOGANY HILLS, 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 on the Lots which comprise MAHOGANY HILLS 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 MAHOGANY HILLS 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 MAHOGANY HILLS Subdivision.

I.
DESIGNATION OF LOTS

1) Lot 10, Block 2 of MAHOGANY HILLS is hereby designated as a commercial lot and may be used for any commercial purpose other than industrial uses. The covenants contained in paragraphs II, VII, and VIII hereof shall not apply to Lot 10, Block 1.

2) The remaining lots in MAHOGANY HILLS are hereby designated single family residential lots. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, a private garage for not more than two cars, and one additional structure for storage or for housing animals within the limits of these covenants.

II.
DWELLING QUALITY AND SIZE

No dwelling shall be permitted on any lot on the floor area of the main structure, exclusive of porches, basements and garages, of which is less than Thirteen Hundred (1,300) square feet or One Thousand (1,000) square feet for a building of more than one story provided that the total finished living area shall be at least One Thousand Seven Hundred (1,700) square feet.

III.
ARCHITECTURAL CONTROL

No building, structure, fence, or other improvement shall be erected, placed or altered on any lot until the construction plans and specifications and site plan showing the location of the structure(s) have been approved by the Development Committee (provided for herein) as to quality of workmanship and materials, harmony of external design, color, and materials with existing, previously approved and contemplated structures, and as to location with respect to topography and finished grade elevation.

IV.
SETBACK REQUIREMENTS

With respect to those lots designated single family residential, no building or part thereof shall be located nearer than fifty (50) feet to any lot line or street. With respect to the lot designated herein as commercial, no building, or part thereof, shall be located nearer than twenty (20) feet from any lot line, street designated in the plat, or public road.

V.
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.

VI.
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 temporarily 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.

VII.
SIGNS

No signs of any kind shall be displayed to public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising 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.

VIII.
LIVESTOCK

No animals 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 animals do not become offensive or a nuisance to the neighborhood. No livestock, including domestic pets, shall be allowed to remain loose within the Subdivision; the owner of each Lot shall be required to keep all animals which he owns within the confines of that Lot.

IX.
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. All incinerators or other equipment for the storage or disposal of waste shall be kept in a clean and sanitary condition.

All clothes lines, equipment, garbage cans, service yards, woodpiles, or storage piles, shall be kept screened by adequate planting or fencing so as to be concealed from the view of neighboring residences and streets. All clothes lines shall be confined to the rear area of residences.

X.
MOBILE HOMES

All construction on lots within the Subdivision shall be new, and no building or buildings may be moved from other locations onto the lots. No mobile homes or homes with factory-installed axles or wheels whether removable may be placed upon any lot in the Subdivision provided, however, that modular homes may be placed upon said lots provided that said homes are placed on permanent foundations or basements and shall not have flat roofs.

XI.
PERIMETER ACCESS

1) No perimeter lot in the Subdivision shall be used at any time as a means of access from any of the streets in the

Subdivision to any other lands not included in the Subdivision.

2) Lots Number 1 and 15, Block 1 and Lot 1, Block 2 are restricted for ingress and egress to those roads which are interior to the Subdivision as designated in the plat. Access to or from the described lots directly from U. S. Highway 87 is specifically prohibited by this covenant.

3) Lot 10, Block 2, is permitted direct access to U. S. Highway 87 provided only that prior approval be obtained from the Wyoming State Highway Department.

XII.
WATER SUPPLY

NO PROVISION IS MADE IN MAHOGANY HILLS FOR PUBLIC OR CENTRAL DOMESTIC WATER SOURCE. No individual water supply system shall be permitted on any lot unless said system is located, constructed and equipped in accordance with the standards, requirements and recommendations of state law, and such regulations of Johnson County or any regulatory agency of the State of Wyoming, as may be promulgated and in effect and approved by the Development Committee. Approval of said systems as installed shall be first obtained from such authorities. Provided further, that no well may be dug, drilled or installed upon any lot unless it is cased and cemented for a minimum distance of 10 feet from the surface and all intermediate aquifers pierced by the well are sealed above and below.

XIII.
SEWAGE DISPOSAL

NO PROVISION IS MADE IN MAHOGANY HILLS FOR PUBLIC OR CENTRAL SEWAGE DISPOSAL SYSTEMS. No individual sewage disposal system shall be permitted on any lot unless said system is located, constructed and equipped in accordance with the standards, requirements and recommendations of state law, and such regulations of Johnson County or any regulatory agency of the State of Wyoming as may be promulgated and in effect and approved by the Development Committee. Approval of said systems as installed shall be first obtained from such authorities. Provided further, that evaporative

or a similar type of closed loop septic system shall be used upon all lots within the subdivision where the maximum ground water level comes within Seven (7) feet or less from the surface of the lot or whenever required by Federal, State or local authorities or the Development Committee.

XIV.
EASEMENTS

1) There is hereby granted and conveyed to the Pacific Power and Light Company, a Maine Corporation, its successors and assigns, in common with others having a similar right, a perpetual easement and right of way for the construction, maintenance, and operation of one line of poles carrying electrical transmission and distribution lines, with their appurtenances, upon, over and across the twenty foot utility easement along the western boundary of MAHOGANY HILLS as shown in the recorded plat.

2) There is hereby granted and conveyed to Sheridan-Johnson Rural Electrification Association, a Wyoming Corporation, its successors or assigns, in common with others having a similar right, an easement and right of way for the construction, maintenance, replacement and operation of one line of poles carrying electrical transmission or distribution lines with their appurtenances, upon, over and across the twenty foot utility easement along the southern boundary of MAHOGANY HILLS as shown in the recorded plat.

3) With the exception of the easements described in paragraphs 1) & 2) above, all utility services within MAHOGANY HILLS shall be buried and no poles or overhead wires shall be allowed, provided, however, that such above ground junction or transformer stations as may be required for utility services shall be allowed with the prior approval of the Development Committee.

4) Easements for the installation, repair, re-installation, replacement and maintenance of utilities are reserved as provided on the plat of MAHOGANY HILLS or as herein provided, as the case may be, upon each lot as follows:

a) Five (5) feet on each side of adjoining lot lines; and

b) Ten (10) feet along each side of the right of way of all streets and roads and around the circumference of cul de sacs in MAHOGANY HILLS.

The said utility easements are hereby dedicated, granted and conveyed to all public utilities, privately or publically owned, now or hereafter providing utility services to MAHOGANY HILLS 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 and other utility services within MAHOGANY HILLS.

5) Pre-existing drainage and irrigation easements are hereby recognized and reserved for the McHenry Draw, the Jones Lateral and the Crown Ditch. Said easements shall be ten (10) feet on either side of the centerline of the Crown Ditch, the McHenry Draw and the Jones Lateral as the centerline is shown on the recorded plat.

6) Additional drainage and irrigation easements are hereby reserved as shown on the recorded plat.

7) Within all drainage, irrigation and utility easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

XV.
IRRIGATION RIGHTS

Some of the lots in MAHOGANY HILLS have appurtenant water rights adjudicated by the Wyoming State Engineer and conveyed through the Crown Ditch. Owners of those lots shall be responsible to pay ditch assessments to the Crown Ditch Company on a pro-rata basis.

There is hereby reserved to the owners of lots with adjudicated water rights an easement across other lots in the Sub-division for the conveyance of water from the Crown Ditch and for the conveyance of runoff or return flows to a natural drainage.

Said assessments shall be located so as to recognize the correlative rights of the servient estate and the prospective irrigators, and in such a manner as to minimize the impact upon the owner of the servient estate.

Lot owners exercising the right to use adjudicated water rights for irrigation shall do so in common with others having a similar right. Every lot owner using surface irrigation water shall be responsible to surrounding lot owners for damage caused by water escaping from the confines of his lot and shall insure that the runoff flows are returned to an appropriate drainage.

XVI.
SUBDIVISION ROADS

1) NO PROVISION IS MADE IN MAHOGANY HILLS FOR PUBLIC MAINTENANCE OF STREETS OR ROADS.

2) Lot owners are severally responsible on an equal basis for the maintenance of all roads internal to the Subdivision. The Development Committee shall, from time to time, as it deems necessary or desirable, employ, rent or purchase such equipment, services and supplies to adequately maintain the roads and pay for the same from assessments on lots within MAHOGANY HILLS.

3) Access roads from lots to subdivision roads shall be approved in writing in advance by the Development Committee. The Development Committee shall have the right to require the installation of culverts (of minimum dimensions of 15" CMP, or equivalent, 20' long) at any point where a lot access road intersects a subdivision road. In the event a lot owner refuses or neglects to install said culvert as required, the Development Committee then may arrange for the installation and assess the costs thereof upon the lot owner upon the same terms and conditions as herein provided for assessments.

4) Parking of trailers, trailer campers, truck campers, bus campers, boats and trailers or other large vehicles, such as stock trucks and trailers (whether operable or inoperable), shall be limited to a period of forty-eight (48) hours when parked on the roads within the Subdivision. Parking said vehicles between the front of buildings and roads shall be of a temporary nature and said vehicles shall not be parked in such location for storage from one season to another, or while not in seasonal use.

XVII.
ASSESSMENTS

Each lot owner is obligated to pay to the Development Committee an annual, and more frequent if necessary, and special assessments for maintenance of Subdivision roads and administrative expenses of the committee, which are secured by a continuing lien upon the property against which the assessment is made. Assessments are due Thirty (30) days after date of mailing. Assessments not paid within Thirty (30) days after the same are due shall be considered delinquent and shall bear interest from the delinquency date at the rate of Fifteen percent (15%) per annum. The Development Committee may bring an action at law against the owner or owners obligated to pay the same or may, at the election of the committee, foreclose the lien against the property, after notice and filing of the lien in the manner provided by statute for materialman's liens. In the event delinquent assessments are placed in the hands of an attorney for collection or foreclosure interest, costs and attorneys fees shall be added to the amount to be recovered.

XVIII.
DEVELOPMENT COMMITTEE

There is hereby established a Development Committee which shall have the following duties and powers.

1) Purpose:

- a) To provide for the maintenance, repair and improvement of streets and roads, and common areas, if any, of MAHOGANY HILLS; and
- b) To enforce the declaration of covenants for MAHOGANY HILLS; and
- c) To promote the health, safety and welfare of the residents of MAHOGANY HILLS and to protect the correlative rights of the residents.

2) Powers:

- a) Adopt and publish rules and regulations governing the maintenance, preservation, operation and use of:
 - (1) Roads and streets within the properties;
 - (2) Common Areas, if any, and facilities thereon, if any;
- b) Adopt and publish guidelines for the imposing of annual (or more frequent if necessary for operating reasons) assessments and special assessments;
- c) Suspend the voting rights and right to use of a member during any period in which such member shall be in default in

the payment of any assessment levied by the Association;

d) Exercise all powers, duties and authority vested in or delegated to the Development Committee by the Declaration of Restrictive Covenants;

e) Employ a manager or other employees or an independent contractor as it may deem necessary, and to prescribe their duties;

f) Employ, rent, hire or purchase such services, equipment and supplies upon such terms and conditions it deems appropriate, including credit, as necessary to carry out its duties as provided herein.

g) Subject the "properties" to an annual (or more frequent if necessary for operating reasons) assessment or charge; which charge may be adjusted or reduced from time to time by the Board of Directors as the needs of the property and its operation in its judgment may require.

h) Pass upon those matters requiring its approval as provided herein.

i) To act as arbitrator for any disputes arising between lot owners in MAHOGANY HILLS regarding the interpretation of these covenants.

j) Maintain such checking or saving accounts as it deems necessary to fulfill its functions.

k) To perform such other functions as are necessary and appropriate.

3) Duties:

a) Cause to be kept a complete record of all its acts and affairs and to present an annual statement thereof to lot owners on December 31 of each year or when such statement is required in writing by one-fourth (1/4) of the lot owners.

b) Supervise all contractors, agents and employees and to see that their duties are properly performed.

c) Fix the amount of the annual (more frequent if necessary) and special assessments, send written notice of each

assessment to every owner subject thereto and foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

d) Issue, or to cause to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates.

e) Cause the streets, roads, and common areas, if any, to be maintained for the use and benefit of owners.

4) Membership:

The Development Committee is composed of Tressa P. Driskill, Buffalo, Wyoming, John Gordon Driskill, Buffalo, Wyoming, and Terrence L. O'Brien, Buffalo, Wyoming. In the event of the death or resignation of any member of the committee, the remaining members of the committee may designate a successor by a duly recorded instrument. At any time three fourths (3/4) of the then record lot owners shall have the power, through a duly recorded instrument to change the entire membership of the committee. Each lot (regardless of the number of owners of the lot) shall cast one vote for each member of the committee. Cumulative voting is prohibited.

5) Procedure:

Each committee member shall have one vote. A vote of the majority of the committee shall be the act of the committee and the committee may designate an individual to act for it. Meetings of the committee shall be upon five (5) days notice by mail or oral notification (including telephonic notice). The members of the committee shall not be entitled to compensation for services performed pursuant to this covenant.

The committee's approval or disapproval as required by these covenants shall be in writing. In the event the committee, or its designated representative, shall fail to approve or disapprove development plans submitted by an owner within sixty (60) days after written submission, approval shall not be required. If no suit is brought to enjoin the construction of any structure prior to the substantial completion thereof, the covenants relating to the structure shall be deemed to have been complied with.

XIX.
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 twenty-five (25) years from the date hereof, and automatically shall be continued thereafter for successive periods of twenty-five (25) 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 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.

XX.
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 MAHOGANY HILLS is taken as an assent to be bound by these covenants during the period of ownership and an agreement to pay all assessments, attorneys fees, costs and interests as provided herein. Declarants, the Development Committee, 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 Declarant 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 violation. 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 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.

XXI.
ENFORCEMENT BY COUNTY

Any of the covenants, restrictions, or conditions contained herein which may, in the sole discretion of the Board of County Commissioners for Johnson County, Wyoming, be in the public interest, may, in the sole discretion of the Board of County Commissioners for Johnson County, Wyoming, 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 violation. 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.

XXII.
SEVERABILITY

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

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 6 day of June, 1978.

Tressa P. Driskill
TRESSA P. DRISKILL

William P. Driskill
WILLIAM P. DRISKILL

John G. Driskill
JOHN G. DRISKILL

Arleen Rounds
ARLEN ROUNDS, by Tressa Driskill, Attorney in Fact

