

KEEP ORIGINAL FILE

RESTRICTIVE COVENANTS

CARL MCCLELLAN LANDS

STATE OF WYOMING } 006514  
COUNTY OF JOHNSON }

This instrument was filed for record on 10-7-11  
at 2:30 P. M., and was duly recorded in Book 86A#  
400-408 Fee \$ 22.99  
Dorothy White Register

STATE OF WYOMING )  
County of Johnson ) ss.

WHEREAS, the undersigned are the owners of lands located in Johnson County, Wyoming, more particularly described in Exhibit "A" attached hereto and by reference made a part hereof and filed in the office of the County Clerk of Johnson County, Wyoming, and;

WHEREAS, said owners desire to place certain restrictive covenants on said lands for the betterment of the health, safety and welfare of the present and future owners and occupants of said lands,

NOW THEREFORE, said owners do hereby make the following declaration as to limitations, restrictions and uses to which said lands may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitation upon all future owners thereof, this declaration of restriction being designed for the purpose of keeping and maintaining use and development of the lands desirable, uniform and suitable in architectural design and use specified herein:

1.

Use and Density

No tract or portion of the lands described in Exhibit "A" shall be used for anything except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any tract of 45 acres or less other than one (1) detached single family dwelling and a private garage, except that a suitable guest house for a single family and buildings incidental to the tract use may be permitted, if such structures are of the same architectural design and quality as the residence.

2.

Dwelling Cost, Quality and Size

No dwelling shall be permitted on any tract at a cost of less

than Twenty-Five Thousand Dollars (\$25,000.00), based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of these restrictions to insure that all dwellings shall be of a quality of workmanship and built of material substantially the same or better than that which could be produced on the date these restrictions are recorded for the minimum cost stated herein. The ground floor area of the main structure of said dwelling, exclusive of one-story open porches and garages and shop or storage buildings or sheds, shall not be less than 1,000 square feet for any one story dwelling, nor less than 1,500 square feet for a building of more than one story. No mobile home, trailer or movable structure shall be permitted as a dwelling or a permanent structure upon the property. This restriction shall not prevent the parking and storage of a travel trailer or van used for travel or recreational purposes but such vehicle shall be parked off any road and placed in such manner that is not offensive to adjoining tract owners. No semi-truck tractor or trailer shall be kept upon the premises or used for storage purposes. All construction of residential dwellings shall be completed within one (1) year of commencement of construction.

3.

#### Building Lines and Easements

No structure shall be located nearer than 50 feet to any tract line. For purpose of this restriction, eaves, steps, and open porches shall not be considered as part of the building, provided, however, that this shall not be constructed to permit any portion of a structure on a tract to encroach upon another tract. Easements for installation and maintenance of utilities are hereby reserved and placed upon each tract as follows:

- A. Eight (8) feet on adjoining lot lines;
- B. Ten (10) feet bordering streets and/or roads;
- C. Ten (10) feet bordering property not included within the lands described in Exhibit "A."

Within these easements as set forth above, no structure, shrubbery, trees, or any planting or other material of any type shall be placed or permitted to remain within said easements which

may damage or interfere with installation or maintenance of the utilities placed therein. The easement area of each tract and all improvements placed thereon and therein consistent with the provisions of this restriction shall be maintained continuously by the owner of said tract, except for those improvements for which a public authority or private utility company is responsible.

4.

Nuisances

No noxious or offensive activities shall be carried on on any tract, nor shall anything be done thereon or therein which may be or become an annoyance or nuisance to the owner of any land or portion thereof as described in Exhibit "A."

5.

Outbuildings and Temporary Structures

No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any tract at any time as a residence, either temporarily or permanently; except as temporary shelter during construction, not to exceed one (1) year from commencement of construction. The height of all outbuildings built on a tract consistent with the provisions of these restrictive covenants shall not exceed that of the dwelling house placed on the tract.

6.

Signs

No sign of any kind shall be displayed to the public view on any tract except one professional sign of not more than two (2) square feet advertising professional services, and a sign of not more than three (3) square feet advertising the tract for sale or rent. One sign of not more than thirty-five (35) square feet may be maintained by the undersigned, advertising the sale of any tract within the lands described in Exhibit "A." This sign shall be removed on the date the last available tract is sold.

7.

Livestock

No commercial feedlot or slaughter operations shall be conducted upon the premises. All livestock, pets and other animals shall be confined to the premises and restrained by appropriate fence or corrals, if necessary. No animal or pet shall be permitted to become a nuisance to other owners of tracts. Such animals shall be maintained in such a manner that they do not unreasonably encroach upon the enjoyment of other tract owners.

8.

Garbage and Refuse Disposal

No tract shall be used or maintained as a dumping ground for rubbish of any type. The owners of each tract shall maintain a sanitary container for the disposal of trash and garbage, said sanitary container to be hidden from the public view. No trash or garbage or other waste shall be kept in any other location other than in said sanitary containers. There shall be no open burning of garbage or rubbish at any time on any tract. Tract owners shall be allowed to burn leaves and/or wood in such a manner as to comply with the regulations of the Wyoming Environmental Quality Act. No toxic waste or other hazardous material shall be stored upon or disposed of on the property.

9.

Vehicles and Parking

Each tract owner shall provide off-the-road parking sufficient in an amount to accommodate the parking requirements inherent in the nature of his improvements on his tract.

10.

Non-Operable Vehicles

At no time shall non-operable vehicles, machinery, or equipment of any type be allowed to be parked or placed upon any tract, or shall any tract owner park or place upon his tract vehicles, machinery or equipment not regularly used by the occupants of said tract the purpose for which said vehicles, machinery or equipment were originally designed.

11.

Water Supply

No individual water supply system shall be permitted on any tract unless such system is located, constructed and equipped in accordance with the standards, requirements, reclamations, and provisions of the Wyoming Department of Environmental Quality, and in accordance with the laws of the State of Wyoming. Approval of such systems shall be obtained from said entity.

12.

Sewerage Disposal

No individual sewerage disposal systems shall be permitted on any tract unless such system is designed, located and constructed in accordance with the requirements, standards, recommendations and provisions of the Wyoming Department of Environmental Quality and in accordance with the laws of the State of Wyoming. Approval of such system shall be obtained from said authority. No sewerage, sewerage water or waste water of any description shall be allowed to percolate through or flow over any tract at any time, regardless of ownership.

13.

Re-Subdivision

Each tract within the McClellan Lands is composed of thirty-nine (39) or more acres. Any tract or combination of several lands may be re-subdivided and sold as long as all of the lands formed in said re-subdivision are composed of thirty-nine (39) acres or more. Two contiguous tracts, if owned by the same record owner, may be combined into one tract for the purpose of applying the covenants and restrictions herein contained by such record owner, by making such election in writing, and duly recording the same in Johnson County, Wyoming, and from and after such election, such combination of lands shall be treated as one tract for the purpose of applying the provisions hereof.

Nothing contained herein shall prohibit the owner of a tract from purchasing a warranty deed for a portion of said tract and

owning the remaining portion of said tract under an agreement for warranty deed, if the same is necessary for financing the dwelling on said tract. However, at no time shall a record owner own or have an interest in less than thirty-nine (39) acres in said McClellan Lands.

14.

Amendments and Revocation

The covenants and conditions hereof may be amended, modified, revoked or altered in part or in their entirety, at any time by the consent of not less than Seventy-Five Percent (75%) the then record owners of the tracts, regardless of the amount of land or number of tracts owned by any person. For purposes of this paragraph joint ownership or other ownership of a single tract by co-tenants, ownership by a trustee or trustees and ownership of a reserved life estate or remainder interest shall be treated as if one owner for purposes of voting and the multiple interests shall have only one vote as the record owner of said tract.

15.

Duration of Covenants

These covenants shall be effective from and after October 1, 1992 until October 1, 2002 and shall be automatically renewed for successive periods of ten (10) years for each ten (10) years thereafter unless revocation of the covenants in their entirety is completed in accordance with the provisions of the immediately preceding paragraph.

16.

Enforcement

Enforcement of the covenants and restrictions herein shall be by proceeding at law or equity against any person, corporation or other entity violating or attempting to violate any of the covenants herein. Any person who violates or attempts to violate these covenants shall pay the reasonable attorney fees and costs incurred by any person enforcing the provisions of these covenants.

17.

Severability

Invalidation of any one or more of the covenants or conditions hereof by a court judgment or order shall not affect in any manner of the other provisions hereof, which shall remain in full force and effect.

18.

Definitions and Use of Singular

As used in these covenants person shall refer to any individual, corporation, partnership, association, trust, or other entity. As used in these covenants the masculine, feminine and neuter gender, and the plural and singular number shall each be deemed to include the others when the context so indicates.

19.

Headings

The headings of these covenants are for convenience only and are not part of the text.

20.

Applicable Law

The laws of the State of Wyoming shall apply to all provisions of these covenants.

21.

Binding on Heirs, Successors and Assigns

The covenants, restrictions and other terms contained herein shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

IN WITNESS WHEREOF this Declaration of Restrictive Covenants is executed on this 6th day of October, 1992.

  
CARL W. MCCLELLAN

  
JENNIFER L. MCCLELLAN

The land referred to in this commitment is situated in the State of Wyoming, County of Johnson, and is described as follows:

Township 50 North, Range 82 West, 6th P.M.

Section 21: All of Section 21, EXCEPTING that tract of land being more particularly described as follows:

Beginning at a point on the West line of Section 21, said point being the centerline of County Road No. 132, and bearing North a distance of 842.97 feet from the Southwest corner of Section 21;  
thence North along the West line of Section 21 a distance of 2627.82 feet to a point intersecting the centerline of County Road No. 132;  
thence S 12°03'48" E along the centerline of County Road No. 132 a distance of 140.55 feet to the beginning of a 4°30' curve to the right;  
thence along said curve to the right a distance of 282.38 feet through a central angle of 12°42'26";  
thence S 0°38'38" W a distance of 43.60 feet to the beginning of a 4°15' curve to the left;  
thence along said curve to the left a distance of 251.90 feet through a central angle of 10°42'20";  
thence S 10°03'42" E a distance of 388.16 feet to the beginning of a 1°15' curve to the right;  
thence along said curve to the right a distance of 484.29 feet through a central angle of 6°03'13";  
thence S 4°00'29" E a distance of 462.24 feet to the beginning of a 15°50' curve to the left;  
thence along said curve to the left a distance of 164.33 feet through a central angle of 26°01'08";  
thence S 30°01'37" E a distance of 0.29 feet to the beginning of a 35°30' curve to the right;  
thence along said curve to the right a distance of 145.64 feet through a central angle of 51°42'13";  
thence S 21°40'36" W a distance of 180.68 feet to the beginning of a 28°00' curve to the right;  
thence along said curve to the right a distance of 252.39 feet through a central angle of 70°40'05";  
thence N 87°39'19" W a distance of 29.80 feet to the point of beginning, all lying in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 21.

ALSO EXCEPTING a tract of land located in the W $\frac{1}{2}$ NW $\frac{1}{4}$ , Section 21, being more particularly described as follows:

Beginning at the northwest corner of Section 21;  
thence S 0°49'56" E a distance of 1414.71 feet to the north right-of-way fence line of County Road No. 140;  
thence N 33°17'21" E along said fence line a distance of 603.85 feet;  
thence N 27°37'12" E along said fence line a distance of 706.65 feet;  
thence N 18°32'00" E along said fence line a distance of 174.75 feet to a point on the north line of Section 21;  
thence S 89°25'56" W along said north line a distance of 770.78 feet to the point of beginning, all lying in the W $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 21.



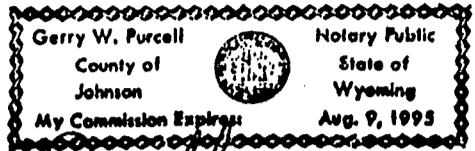
STATE OF WYOMING

)  
) ss.  
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County of Johnson

The foregoing instrument was acknowledged before me by  
CARL W. McCLELLAN and JENNIFER L. McCLELLAN this 6th day of  
October, 1992.

Witness my hand and official seal.



Gerry W. Purcell  
Notary Public

My Commission expires: Aug 9, 1995