

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

STATE OF WYOMING)
COUNTY OF JOHNSON) ^{SS}
TO THE PUBLIC:

COPY

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR
MIDDLE FORK SUBDIVISION

A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by John D. and Patsy L. Kuiper of Johnson County, Wyoming, hereinafter referred to as "Declarants";

W I T N E S S E T H:

WHEREAS, Declarants are 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 Middle Fork situate in Johnson County, Wyoming, as the same is described in Exhibit "A", attached hereto and incorporated herein by reference, and;

WHEREAS, Declarants desired to place certain restrictive and protective covenants on the lots which comprise Middle Fork 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 Middle Fork 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 Middle Fork Subdivision.

13191

STATE OF WYOMING }
COUNTY OF JOHNSON } ^{SS}

This instrument was filed for record on April 9 1955
10:45 M., and was duly recorded in Book 269 page 24
235-13 Fee \$ 14.00
[Signature] Register of Deeds
(By) [Signature] Deputy

I.
DESIGNATION OF LOTS

The following lots in Middle Fork Subdivision are hereby designated as single-family residential lots: Lots 1 thru 8. No building shall be erected, altered, placed, or permitted to remain on any residential lot other than one single-family dwelling not to exceed two stories in height, garage, and one additional structure for storage or for housing animals within the limits of these covenants. No lot may be further subdivided.

II.
SETBACK REQUIREMENTS

No building or part thereof shall be located nearer than twenty-five (25) feet to the street and fifteen (15) feet to any lot line.

III.
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.

IV.
SIGNS

No signs of any kind shall be displayed to public view on any lot except one professional sign of not more than (32) 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.

V.
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 does 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 is required to keep all animals for which he is responsible within the confines of that lot.

VI.
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. Rocks, dirt piles and construction debris shall be

promptly removed from lots after construction of buildings.

All equipment, garbage cans, 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.

VII.
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.

VIII.
WATER SUPPLY

1) NO PROVISION IS MADE IN MIDDLE FORK SUBDIVISION FOR PUBLIC OR CENTRAL DOMESTIC WATER SUPPLY.

2) 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 standards, requirements, and recommendations of law, and such other regulations of Johnson County or any other regulatory agency of the State of Wyoming as may be promulgated and in effect. Approval of such agencies shall be obtained prior to actual construction of any system.

3) No well may be dug, drilled, or installed upon any lot unless it is cased and cemented from the water bearing sands to the surface and all intermediate aquifers pierced by the well shall be sealed above and below.

IX.
SEWAGE DISPOSAL

1) NO PROVISION IS MADE IN MIDDLE FORK SUBDIVISION FOR PUBLIC OR CENTRAL SEWAGE DISPOSAL SYSTEMS.

2) 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 standards, requirements, and recommendations of state law, appropriate state agencies and regulations promulgated by Johnson County. Approval of such agencies shall be obtained prior to actual construction of any system.

X.
EASEMENTS FOR UTILITIES

Easements for the installation, repair, re-installing, replacement

and maintenance of utilities are reserved as provided in the recorded plat of Middle Fork Subdivision. Said utility easements are hereby dedicated, granted, and conveyed to all public utilities and cable television suppliers, privately or publically owned, now or hereafter providing utility and television services to Middle Fork 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, electriccal, gas, communications, television and other utility services. Within these easements no structure, planting, or other permanent fixture shall be placed or permitted to remain which may damage or interfere with installation, replacement or maintenance of utilities. 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.

XI.
SUBDIVISION ROADS

1) NO PROVISION IS MADE IN MIDDLE FORK SUBDIVISION FOR THE PUBLIC MAINTENANCE OF STREETS OR ROADS.

2) Lot owners are severally responsible, on an equal basis, for maintenance of all dedicated roads internal to the Subdivision.

3) Vehicles which are not in operating condition or which are in a state of disrepair shall not be parked on any road in the Subdivision for a period of more than twenty four (24) hours.

4) Parking of trailers, trailer campers, truck campers, bus campers, boats and trailers or otherwise large vehicles, such as stock trucks and trailers, shall be limited to a period of seventy-two (72) hours when parked in any road right of way within the Subdivision.

XII.
MOBILE HOME REQUIREMENTS

This subdivision does not bar the presence of mobile homes, modular, or double wide units; but it is understood that all mobile homes shall be skirted within sixty (60) days of parking. It is also set forth that all porches and entry steps be of a permanent nature; either constructed by wood or steel, firmly set into the ground or by poured concrete.

It is also set forth that no mobile home may be used as a permanent residence with less than thirty (30) feet overall length; and no mobile

home may be permitted which is in a general state of disaray.

XIII.
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 five (5) years from the date hereof, and automatically shall be continued thereafter for successive periods of five (5) 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 the approval of the Johnson County Planning Commission and Johnson 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.

XIV.
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 Middle Fork Subdivision is taken as an assent to be bound by these covenants during the period of ownership 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 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.

XV.
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.

XVI.
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 in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, has hereunto set their hand this 10th day of November, 1981.

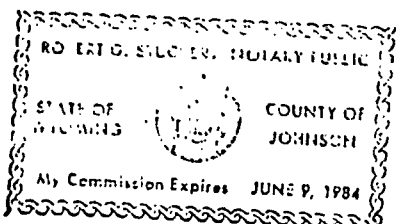
John D. Kuiper
John D. Kuiper

Patsy L. Kuiper
Patsy L. Kuiper

STATE OF WYOMING)
) ss.
County of Johnson)

The foregoing instrument was acknowledged before me this 10th day of November, 1981 by John D. Kuiper and Patsy L. Kuiper.

Witness my hand and official seal.



Robert D. Stuebe
Notary Public