

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
MYERS MINOR SUBDIVISION

STATE OF WYOMING }  
COUNTY OF JOHNSON }ss  
This instrument was Filed for record  
on 3-9-2009 at 3:45 M and was  
duly recorded in book 86A-67 page  
210-714 Fee \$20.00  
By Janelle Register of Deed  
Deputy

STATE OF WYOMING )  
 )ss  
County of Johnson )

TO THE PUBLIC: DECLARATION OF PROTECTIVE AND RESTRICTIVE  
COVENANTS FOR: MYERS MINOR SUBDIVISION.  
A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by Rick Myers, President  
Big Horn Consolidated Services, Inc. of Johnson County,  
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 MYERS MINOR Subdivision, situate in Johnson County, Wyoming.

WHEREAS, Declarant desires to place certain restrictive and protective covenants on the lots which comprise MYERS MINOR SUBDIVISION for the betterment of health, safety, and welfare of the owners and occupants of said lots;

NOW THEREFORE, Declarant hereby declares that all 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 MYERS MINOR SUBDIVISION and herein 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 of any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner of land in THE MYERS MINOR SUBDIVISION.

I - DESIGNATION OF LOTS

MYERS MINOR SUBDIVISION is hereby designated as follows: "Commercial and Industrial" type of use.

II - NUISANCES

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done therein which may be, or may become, an annoyance or nuisance to the neighborhood.

III - TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used upon any lots 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.

#### IV – LIVESTOCK

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 they are responsible within the confines of that lot. 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.

#### V – 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) Access to or from dedicated roads in the Subdivision to lands not included in the Subdivision shall not be denied provided however, that use of said roads shall be contingent upon a pro-rate contribution to road maintenance by adjacent land owners.

3). Access shall be from TW Road (Co. Rd. No. 204) or Plains Drive.

#### VI – WATER SUPPLY

1) NO PROVISION IS MADE IN MYERS MINOR SUBDIVISION FOR PUBLIC OR CENTRAL DOMESTIC WATER SOURCE AS OF THE DATE THE SUBDIVISION WAS APPROVED. HOWEVER, A WATER AND SEWER CONNECTION AGREEMENT (CONNECTION AGREEMENT) WAS SIGNED BY THE DEVELOPER OF MYERS SUBDIVISION AND THE CITY OF BUFFALO ON FEBRUARY 2, 2009 WHICH MAY EVENTUALLY ALLOW CONNECTION TO PUBLIC WATER. ALL TERMS AND PROVISIONS OF THE CONNECTION AGREEMENT ARE BINDING UPON THE DEVELOPER, AS WELL AS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF THE DEVELOPER.

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 requirements of State law, appropriate State agencies, and regulations promulgated by Johnson County. Provided further that no well may be dug, drilled, or installed upon any lot unless it meets all requirements of the State of Wyoming for well drilling and installation. All wells must be registered with the State Engineers Office upon completion.

#### VII – SEWAGE DISPOSAL

1) NO PROVISION IS MADE IN MYERS MINOR SUBDIVISION FOR PUBLIC OR CENTRAL SEWAGE DISPOSAL SYSTEMS AS OF THE DATE THE SUBDIVISION WAS APPROVED. HOWEVER, A WATER AND SEWER CONNECTION AGREEMENT (CONNECTION AGREEMENT) WAS SIGNED BY THE DEVELOPER OF MYERS SUBDIVISION AND THE CITY OF BUFFALO ON FEBRUARY 2, 2009 WHICH REQUIRES EVENTUAL CONNECTION TO PUBLIC SEWER WHEN PUBLIC SEWER SERVICE IS AVAILABLE. ALL TERMS AND PROVISIONS OF THE CONNECTION AGREEMENT ARE BINDING UPON THE DEVELOPER, AS WELL AS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF THE DEVELOPER

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 requirement of State law, appropriate State agencies, and 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.

#### VIII – SUBDIVISION ROADS

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

#### IX – POLLUTION OF WATERS

In the interest of public health and sanitation and so that the land known as MYERS MINOR 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 Grantee 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 domestic well, 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 material which might affect these uses or pollute the waters or otherwise impair the ecological balance of the surrounding lands.

#### X – 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.

#### XI – 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 10 years from the date hereof, and automatically shall be continued thereafter for successive periods of 10 years each. It is however provided that the owners of not less than seventy five (100) 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.

#### VIII – 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 MYERS MINOR Subdivision is taken as an assent to be bound by these covenants during the period of ownership and to abide thereby. Declarants, or the owner of any of the lots 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 any of the other lots hereby restricted to enforce any of the restriction 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.

XIV – 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 their hand this 11 day of FEBRUARY, 20 09.

Rick Myers  
\_\_\_\_\_

STATE OF WYOMING        )  
  )ss  
County of Johnson        )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of February, 20 09 by Rick Myers  
My commission expires June 3, 2012  
Witness my hand and official seal.

Karyl Fischer  
\_\_\_\_\_  
Notary Public



"Exhibit B"  
**MYERS MINOR SUBDIVISION**  
**Disclosure Statement**

A. Street construction and maintenance including snow removal will be the responsibility of the owners of Myers Minor Subdivision.

B. NO PROVISION IS MADE IN MYERS MINOR SUBDIVISION FOR PUBLIC OR CENTRAL DOMESTIC WATER SOURCE AS OF THE DATE THE SUBDIVISION WAS APPROVED. HOWEVER, A WATER AND SEWER CONNECTION AGREEMENT (CONNECTION AGREEMENT) WAS SIGNED BY THE DEVELOPER OF MYERS SUBDIVISION AND THE CITY OF BUFFALO ON FEBRUARY 2, 2009 WHICH MAY EVENTUALLY ALLOW CONNECTION TO PUBLIC WATER. ALL TERMS AND PROVISIONS OF THE CONNECTION AGREEMENT ARE BINDING UPON THE DEVELOPER, AS WELL AS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF THE DEVELOPER.

C. NO PROVISION IS MADE IN MYERS MINOR SUBDIVISION FOR PUBLIC OR CENTRAL SEWAGE DISPOSAL SYSTEMS AS OF THE DATE THE SUBDIVISION WAS APPROVED. HOWEVER, A WATER AND SEWER CONNECTION AGREEMENT (CONNECTION AGREEMENT) WAS SIGNED BY THE DEVELOPER OF MYERS SUBDIVISION AND THE CITY OF BUFFALO ON FEBRUARY 2, 2009 WHICH REQUIRES EVENTUAL CONNECTION TO PUBLIC SEWER WHEN PUBLIC SEWER SERVICE IS AVAILABLE. ALL TERMS AND PROVISIONS OF THE CONNECTION AGREEMENT ARE BINDING UPON THE DEVELOPER, AS WELL AS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF THE DEVELOPER.

D. Covenants for the subdivision will be on record at the Johnson County Clerks Office.

E. Garbage disposal is provided by Johnson County Solid Waste District Landfill, located at 284 TW Road. There are private garbage collection services available.

F. Fire protection is provided by the Johnson County Fire District.

G. Lands within the subdivision could have potential to flood from upstream, developed run off.

H. Postal service can be provided.: Buffalo Post Office  
193 South Main  
Buffalo, WY 82834  
307-684-9126

I. There are no water rights within the Subdivision.

J. Service providers are as follows:

Cable TV: not available or provided

Telephone: Qwest  
1692 Commercial Lane  
Sheridan, WY 82801  
Phone: 1-800-573-1311 for repairs  
1-800-244-1111 for sales and billing

Power: Rocky Mountain Power  
1033 NE 6<sup>th</sup> Ave.,  
Portland, OR 97256-0001

For customer service questions: [customerservice@pacificcorp.com](mailto:customerservice@pacificcorp.com)  
For general questions or comments: [webmaster@pacificcorp.com](mailto:webmaster@pacificcorp.com)