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STATE OF WYOMING } OF 070718  
COUNTY OF JOHNSON }

This instrument was filed for record on 5-17-99  
at 11:50 M. and was duly recorded in book 86A-43  
298-304, Fee \$ 16.00

State of Wyoming )  
                          )ss  
County of Johnson )

by Jane [Signature] Register or Deput  
Deputy

TO THE PUBLIC  
DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS  
FOR  
LAND DESCRIBED IN ATTACHMENTS "A"

This declaration, made on the date hereinafter set forth by Paradise Ranch Company, A Wyoming Corporation referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant are the owners of certain property in Johnson County, State of Wyoming described in Exhibit "A" attached hereto and incorporated herein by reference, and,

WHEREAS, Declarant desire to place certain restrictive and protective covenants of the property for the betterment of the health, safety and welfare of the owners and occupants of said lots.

NOW THEREFORE, Declarant 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 the property 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.

I.  
DWELLING QUANTITY

No building shall be erected, altered, placed, or permitted to remain on other than one single-family dwelling not to exceed two stories in height, and a private garage for not more than four cars, and one additional structure for storage or for housing animals within the limits of the covenants.

No lot may be further subdivided or split in any manner into less than 35 acres.

## RESTRICTIVE COVENANTS

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## II.

## DWELLING QUALITY AND SIZE

No dwelling shall be permitted with a ground floor area of the main structure (exclusive of porches, basements and garages) which is less than 2500 square feet for a one story building or 2500 square feet for a dwelling of more than one story.

## III.

## SETBACK REQUIREMENTS

No building or part thereof shall be located nearer than 20 feet to any lot line, street, or easement.

## IV.

## 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. Inoperable and unlicensed vehicles may not be parked on the property.

## V.

## TEMPORARY STRUCTURES

No structures of a temporary character, trailer, basement, tent, shack, barn, or other out building shall be used upon any lot at any time as a permanent residence, except that for a period of six months, temporary facilities may be placed upon any lot which shall be reasonable required convenient, or incidental to the construction of a permanent structure upon said lot.

## VI.

## COMMERCIAL BUSINESSES

In-home businesses may be operated as long as they are not noxious or offensive to the neighbors. Exterior signs for advertising such businesses must be attached to the building in which such business is conducted.

## VII.

## SIGNS

No signs of any kind shall be displayed to public view on any Residential Lot except one sign of not more than six square feet may be used to advertise 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

The owner may keep animals, providing their are not noxious or offensive to the neighbors, within the confines of their property.

IX.  
GARBAGE AND REFUSE DISPOSAL

No lot shall be used and maintained 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. No burning of Household Garbage shall be allowed on any lot. Rocks, dirt piles, and construction debris shall be promptly removed from lots after construction of buildings.

X.  
MOBILE HOMES

NO Mobile Homes will be permitted. Only UBC approved homes will be acceptable as long as they meet the same requirements as defined in paragraph II(size).

XI.  
WATER SUPPLY

No provision is made for a public or central domestic water source.

No individual water supply system shall be permitted on any lot unless the system is located, constructed, and equipped in accordance with the requirements of state law, appropriate state agencies, and any regulations promulgated by Johnson County, provided further, that no well may be dug, drilled, or installed upon any lot unless it is cased and cemented for a minimum of ten feet from the surface and all intermediate aquifers pierced by the well are sealed above and below.

XII.  
SEWAGE DISPOSAL

No provision is made for a public or central sewage disposal system.

All individual sewage disposal system shall be of the closed system or evapotranspiration type in the Subdivision unless the sewage disposal system is located, constructed, and equipped in accordance with the requirements of state law, appropriate state agencies, and any regulations promulgated by Johnson County. Approval in the form of a Permit to Construct shall be obtained from the proper agencies prior to the actual construction of any system.

## RESTRICTIVE COVENANTS

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## XIII.

## FENCES AND ROADS

Each property owner is responsible for constructing and maintaining fencing of their individual properties.

Each property owner is responsible for constructing and maintaining roads upon their individual properties, other than County, State or Federal Highways.

## XIV.

## GENERAL CONDITIONS

Each of the conditions and covenants set forth above shall continue and be binding upon Declarant and upon their successors and assigns, and upon each and all parties and persons claiming under them for a period of ten years from the date hereof, and automatically shall be continued thereafter for successive periods of ten 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, approval of the Johnson County Planning Commission and 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 Clerk of 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 ownership thereof.

## XV.

## 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 property, their successors, assigns, and with each of them to conform to said restrictions. The purchase of any of the subject property is taken as an assent to be bound by these covenants during the period of ownership and to abide hereby. Declarant, 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 violations. 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 violations. 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.

RESTRICTIVE COVENANTS

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XVI.  
ENFORCEMENT BY 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 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 violations. 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.

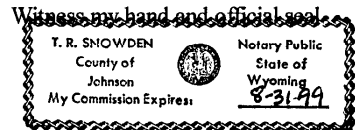
XVII.  
SEVERABILITY

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 Leah Anderson, President  
being the Declarant herein, have hereto  
set their hands this 17<sup>th</sup> day of May, 1999  
Paradise Ranch Company  
By Leah Anderson  
President

STATE OF WYOMING )  
 )ss.  
County of Johnson )

The foregoing instrument was acknowledge before me this 17<sup>th</sup> day of May  
1999, by Leah Anderson



T. R. Snowden  
Notary Public

My commission expires 8-31-99

EXHIBIT "A"

LAND DESCRIPTION

A tract of land located in the NW $\frac{1}{4}$  of Section 31, T52N, R82W, of the 6<sup>th</sup> P.M., Johnson County, Wyoming, being more particularly described as follows:

Commencing at aluminum capped rebar, stamped LS 5367, said aluminum capped rebar marking the Northwest corner of said Section 31;

thence N89°53'28"E along the North line of said NW $\frac{1}{4}$  of said Section 31 a distance of 2630.52 feet to an aluminum capped rebar, stamped LS 5367, said aluminum capped rebar marking the North one-quarter ( $\frac{1}{4}$ ) corner of said Section 31;

thence S0°16'46"E along the East line of said NW $\frac{1}{4}$  of said Section 31 a distance of 2643.60 feet to an aluminum capped rebar, stamped LS 5367, said aluminum capped rebar marking the Center one-quarter ( $\frac{1}{4}$ ) corner of said Section 31;

thence S89°53'34"W along the South line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 31 a distance of 990.75 feet to an aluminum capped rebar, stamped LS 5367, said aluminum capped rebar being on an existing fence line;

thence N14°35'48"W along said existing fence line a distance of 767.96 feet to an aluminum capped rebar, stamped LS 5367;

thence N28°44'08"W along said existing fence line a distance of 696.04 feet to an aluminum capped rebar, stamped LS 5367, said aluminum capped rebar being at an existing fence corner;

thence N86°43'26"W along an existing fence line a distance of 1121.47 feet to a point, said point being on the West line of Lot 1 of said Section 31;

thence N0°13'38"W along said West line of said Lot 1 of said Section 31 a distance of 1222.86 feet to the true point of beginning.

Said tract of land containing 114.429 acres, more or less.

LAND DESCRIPTION

Township 52 West, Range 82 West, of the 6<sup>th</sup> P.M., Johnson County, Wyoming

Section 31: SW $\frac{1}{4}$ NE $\frac{1}{4}$  and NW $\frac{1}{4}$ SE $\frac{1}{4}$

Containing 79.281 acres, more or less.

LAND DESCRIPTION

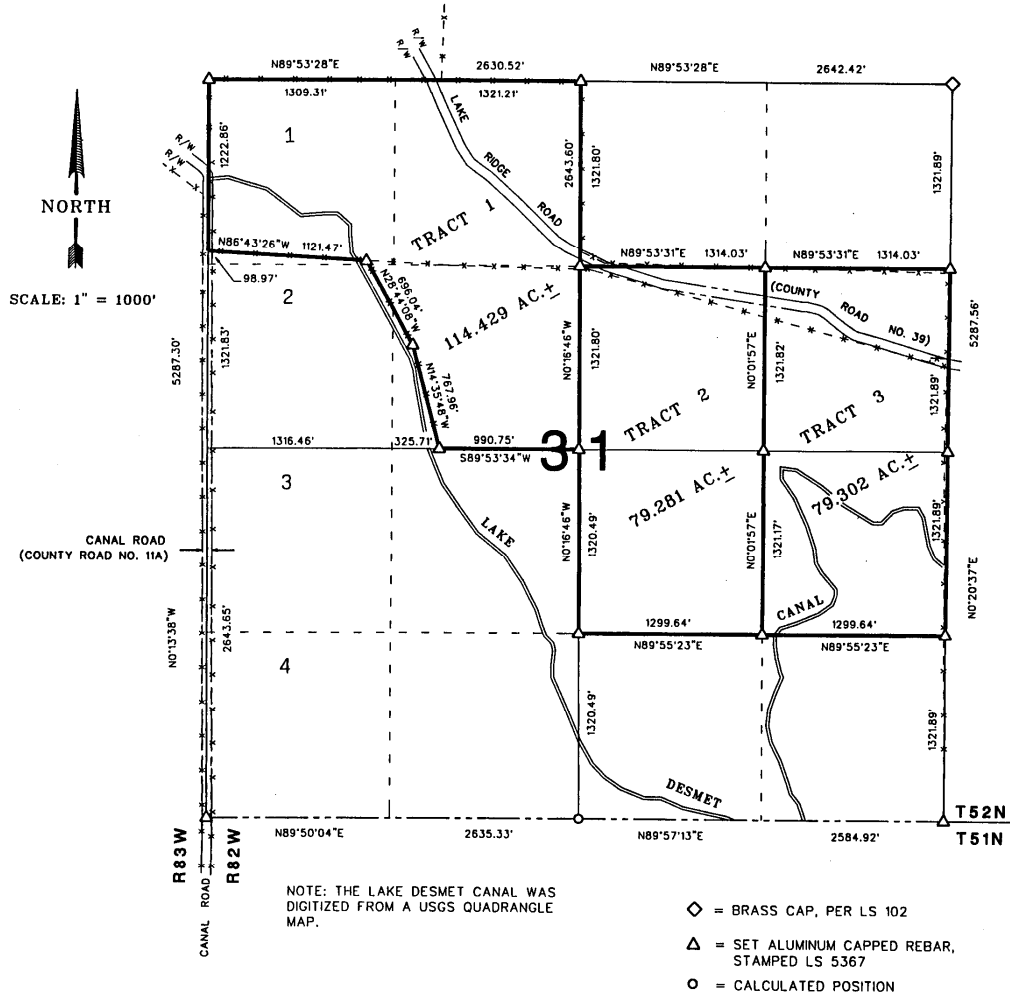
Township 52 West, Range 82 West, of the 6<sup>th</sup> P.M., Johnson County, Wyoming

Section 31: SE $\frac{1}{4}$ NE $\frac{1}{4}$  and NE $\frac{1}{4}$ SE $\frac{1}{4}$

Containing 79.302 acres, more or less.

CERTIFICATE OF SURVEY

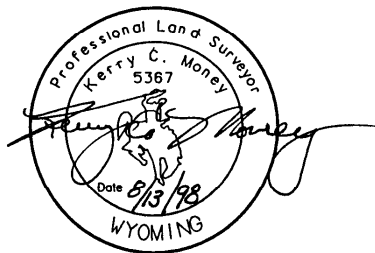
"THE RIDGE"  
SECTION 31, T52N, R82W, OF THE 6th P.M.,  
JOHNSON COUNTY, WYOMING



CERTIFICATE OF SURVEYOR

STATE OF WYOMING )  
COUNTY OF JOHNSON )SS

I, *Kerry C. Money*, a duly registered Land Surveyor in the State of Wyoming, do hereby certify that this certificate was prepared from notes made during an actual field survey under my direct supervision and represents the conditions as found on the ground.



**GRIZZLY ENGINEERING**  
P.O. Box 1004  
Buffalo, WY 82834

Project No: 98-20  
Date Drawn: 8/13/98  
Drawn By: KCM  
File Name: RIDGE.GCD