

STATE OF WYOMING } ss 033512
COUNTY OF JOHNSON }

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COUNTY OF JOHNSON)

This instrument was filed for record on 12-9-2004
at 1:35 P.M. and was duly recorded in Book 816158 page
546-554 Fee \$ 32.00
By [Signature] Register of Deeds
Deputy

TO THE PUBLIC
DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
PRAIRIE LANDS SUBDIVISION, PHASE II
JOHNSON COUNTY, WYOMING

This declaration, made of the date hereinafter set forth by Gary R. Marshall, 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 the Prairie Lands Subdivision, Phase II, situate in Johnson County, Wyoming, as the same is described in "Exhibit A" attached hereto and incorporated herein by reference, and;

WHEREAS, Declarant desires to place certain restrictive and protective covenants on the lots which comprise the Prairie Lands Subdivision, Phase II, for the betterment of the health, safety, and welfare of the owners and occupants of said lots;

NOW THEREFORE, Declarant hereby declares 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 the Prairie Lands Subdivision, Phase II, 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 Prairie Lands Subdivision, Phase II.

I.
Designation of Lots
and Setbacks

The lots in the Prairie Lands Subdivision, Phase II, are hereby designated as Residential. No lots shall be used except for Residential purposes. No building shall be erected, altered, placed, or permitted to remain on any residential lot other than one dwelling not to exceed two stories in height (excluding basements), and a private garage for not more than three cars, and one additional structure for storage or for housing animals within the limits of the covenants. Mobile homes are not to be used for storage.

Buildings shall be covered with a non-reflective exterior siding customarily used in conventional dwellings consisting of, but not necessarily limited to wood, masonry, stucco, masonite, and vinyl or metal lap.

Manufactured homes or mobile homes are allowed and shall meet all requirements of these covenants and shall have a pitched roof. All manufactured homes or mobile homes must be skirted within thirty days of placement on a lot. Straw or hay bales, tires or other exposed installation materials shall be prohibited on or around any structure.

No structure and/or building shall be closer than twenty-five (25) feet from any property line or easement line.

No lot may be further subdivided or split in any manner without the approval of the Johnson County Board of County Commissioners for Johnson County, Wyoming.

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 temporary 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 animal 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 animal 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.

VI.
Water Supply

1. **NO PROVISION IS MADE IN THE PRAIRIE LANDS SUBDIVISION, PHASE II, FOR PUBLIC OR CENTRAL DOMESTIC WATER SOURCE.**
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 THE PRAIRIE LANDS SUBDIVISION, PHASE II, FOR 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 requirements 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

NO PROVISION IS MADE IN THE PRAIRIE LANDS SUBDIVISION, PHASE II, FOR THE PUBLIC MAINTENANCE OF STREETS OR ROADS. Lot owners shall be responsible for all maintenance of any roads within the subdivision.

IX.
Disclosure Statement

A Disclosure Statement has been prepared as per Johnson County Subdivision Regulations and attached to these Protective Covenants as Exhibit "B".

X.
Pollution of Waters

In the interest of public health and sanitation and so that the land known as the Prairie Lands Subdivision, Phase II, 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 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 materials which might affect these uses or pollute the waters or otherwise impair the ecological balance of the surrounding lands.

XI.
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.

XII.
General Conditions

Each of the conditions and covenants set forth above shall continue and be binding upon Declarant and upon his successors and assigns, and upon each of them and all parties and persons claiming under them for a period of ten (10) years from the date hereof, and automatically shall be continued thereafter for successive periods of ten (10) 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 non-mandatory restrictions only with the 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 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.

XIII.
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 the Prairie Lands Subdivision, Phase II is taken as an assent to be bound by these covenants during the period of ownership and to abide thereby. Declarant, 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 inoperative the lien of any mortgage or deed of trust made in good faith and for value.

XIV.
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 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.

XV.
Homeowners Association

1. **Formation:** After the sale of three (3) lots within the Subdivision, the Developer will create the Prairie Lands Subdivision, Phase II, Homeowners Association for the purpose of enforcing these covenants, maintaining the roads and road signs within the subdivision and for the other general purposes of the Association as hereunder provided. The owner(s) of each lot shall be members of the association and each lot shall be entitled to one vote, whether owned by one or multiple owners. The Homeowners Association will be governed by a Board of Directors elected by its members. The Board of Directors shall be not less than three (3) nor more than five (5) individuals. The Association will adopt bylaws for its operations. The Association will have the further power to place assessments upon any lots within the subdivision for the maintenance of the roads within the subdivision as well as assess fees and penalties for failure to comply with these covenants and for the other provisions as hereinafter provided.

2. **Assessments:** The annual assessment fee shall be determined by the Board of Directors, following input of the voting membership and using recent and proposed maintenance expenses as a guide. Fees may be varied from year to year, but shall be the same for all lots. The annual assessment shall be used to maintain, repair, replace, protect and expand subdivision roads as well as administrative costs of the association. The collection, disbursement and management of the annual assessment shall be as follows:

A. The Board of Directors shall not increase the annual assessment above the amount necessary to properly meet Association purposes.

B. The annual assessment may be increased, if necessary, effective January 1st of each year, by not more than 10 percent (10%) of the previous year's assessment without a vote of the membership.

C. The annual assessment may be increased by more than ten percent (10%) of the previous year's assessment by an affirmative vote of fifty-one percent (51%) of those voting, in person or by proxy, at the annual meeting or at any special meeting called for this purpose. Written notice of such meetings called for such purpose shall be sent to all members of the Association at least fourteen (14) days in advance of the date of such meetings, setting forth the purpose of the meeting.

3. **Notice of Assessment:** It shall be the duty of the Board of Directors to fix the amount of the annual assessment against each lot and notify all owners of lots within the subdivision by sending written notice to every landowner within fourteen (14) days after the date on which the assessment has been fixed and levied, giving the amount of the charge or assessment for the current year, when the same shall be due, and the amount due for each lot or partial lot owned by each such owner. Failure of the Association to levy an assessment or charge for any one year shall not affect the right of the Association to issue assessments in future years. Failure to deliver or levy an assessment due to a lack of an address for the owner of any particular lot within the subdivision shall not discharge the obligation of any such owner from paying such assessment, and it shall be the obligation of any such owner to notify the Association of such owner's current address.

4. **Default in Payment of Assessment:** When any owner shall be in default in the payment of the annual assessment fees, said owner for purposes of voting, will not be considered as a member in good standing. Such owner shall not be reinstated until annual assessment fees have been paid, including interest accrued, in full, and until such time as such owner is reinstated, shall have no rights of any kind arising out of a

membership in the Association. Legal action shall be taken at the discretion of the Board of Directors to collect outstanding assessment fees.

5. Delinquent Assessments: Any owner who has not paid the annual assessment and/or any special assessment within thirty (30) days of the date it is due shall be charged a late fee of ten dollars (\$10.00) for the first month and fifteen dollars (\$15.00) for each month of delinquency thereafter. The Board of Directors, in its sole discretion, may waive any late fee or fees, in whole or in part, after application and upon a showing of good cause by the owner or owners responsible for any delinquent assessment.

6. Subordination Assessment Lien to Mortgages: Sale or transfer of any lot shall not extinguish any assessment lien unless such sale or transfer is pursuant to a mortgage foreclosure or proceeding in lieu thereof, in which case any existing assessment lien shall be extinguished.

7. Association Funds: The assessment fees collected shall be deposited to a bank account established by the Board of Directors and used as follows:

A. To enforce any and all building and land-use restrictions that exist as of the date of these covenants or which may be lawfully imposed hereafter on or against any of the property in the subdivision.

B. To provide maintenance of all private roads, easements and vacant lots within Prairie Lands Subdivision, Phase II.

C. To pay expenses to carry out the above and other common matters that may be deemed necessary.

8. In the event that the Homeowners Association shall fail to maintain the roads, road signs and other common facilities in a reasonable order and condition in accordance with the original plan as submitted with the final subdivision plat, the Board of County Commissioners shall serve written notice upon such organization or upon the residents of the subdivision involved, setting forth the manner which the association has failed to maintain the facility in a reasonable condition. Said notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof, and shall state the date and place of a hearing thereon, which hearing shall be held within fourteen (14) days of the notice.

9. At said hearing, the County may modify the terms of its original notice as to the deficiencies and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof are not corrected within said thirty (30) days or any extension thereof, the County, in order to preserve the taxable values of the property contained within the subdivision, and to prevent the roads, road signs and other common facilities from becoming a public nuisance and public liability, may undertake to maintain the same for a period of one (1) year.

10. Before the expiration of said year, the County, upon its initiative or upon written request of the Homeowners Association theretofore responsible for the maintenance of the roads, road signs and other common facilities will call a public hearing upon notice to such Homeowners Association and to the residents of the subdivision involved, to be held by the Board of County Commissioners, at which hearing such Homeowners Association or the residents of the subdivision shall show cause why such maintenance by the County shall not, at the election of the County, continue for a succeeding year.

11. If the Board of County Commissioners shall determine that such Homeowners Association is ready and able to maintain said roads, road signs and other common facilities in a reasonable condition, the County shall cease to maintain said roads, road signs and other common facilities at the end of said year. The cost of such maintenance by the County shall be paid by the owners of the properties within the subdivision that have a right to enjoyment or use of the roads, road signs and other common facilities involved, and any unpaid assessments shall become a tax lien upon said properties.

12. The County shall file a notice of such lien in the Office of the County Clerk upon the property affected by such lien with the subdivision, and shall certify such unpaid assessments to the County Treasurer for collection, enforcement and remittance of general property taxes in the manner provided by law.

XVI.
Severability

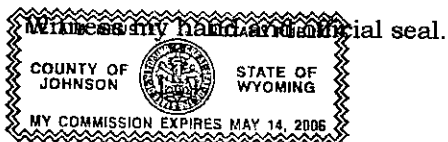
Invalidation of any one of these covenants by judgment or Court order shall in no way or manner affect any of the other provisions which shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned being the Declarant herein, has hereunto set his hand this 8TH day of MARCH, 2004.

Gary R. Marshall
Gary R. Marshall

STATE OF WYOMING)
)ss
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me by Gary R. Marshall this 8TH day of MARCH, 2004.



Sleta M. Penstiel
Notary Public

My Commission Expires: 5/14/2006

EXHIBIT "A"

Prairie Lands Subdivision, Phase II
Perimeter Description

A tract of land located in the N½SE¼ of Section 1, T49N, R81W, of the 6th P.M., Johnson County, Wyoming, said tract of land being more particularly described as follows:

Commencing at the East ¼ of said Section 1;

thence S89°55'43"W along said East-West mid-section line of said Section 1 a distance of 465.00 feet to a point, said point being the true point of beginning of said tract of land;

thence continuing S89°55'43"W along said East-West mid-section line of said Section 1 a distance of 930.00 feet to a point;

thence S00°20'25"E a distance of 940.00 feet to a point;

thence N89°55'43"E a distance of 930.00 feet to a point;

thence N00°20'25"W a distance of 940.00 feet to the true point of beginning of said tract of land.

Said tract of land containing 20.08 acres, more or less.

EXHIBIT "B"

Disclosure Statement
Prairie Lands Subdivision, Phase II
Johnson County, Wyoming

1. **Road Maintenance:** Roads within the Prairie Lands Subdivision, Phase II shall be the responsibility of the lot owners to include snow removal. The County of Johnson is not responsible for any construction and/or maintenance of the roads within the subdivision.

Cook Road, County Road #117, is not scheduled as a priority for regular maintenance or snow removal by the Johnson County Road and Bridge Department.
2. **Water Supply:** Lot owners shall be responsible for drilling their own wells which meet state standards. Potential buyers/lot owners are advised to hire a reputable well drilling contractor and construct/complete their well within the guidelines described in State Engineer's Office Rules and Regulations, Part III, Water Well Minimum Construction Standards. An approved permit from the Wyoming State Engineer's Office is required prior to drilling of a water well. All on-lot wells shall be drilled to a minimum total depth of 500 feet. The first perforations (well screens) should be set below 300 feet and a minimum 50 feet of cement or bentonite seals should be installed from land surface down to a suitable clay layer or other confining layer to prevent movement of leachate from the subsurface soils into the well bores. On-lot wells may not be constructed and used to supply domestic water to more than one lot without first obtaining a permit from the Department of Environmental Quality (Water Quality Division).
3. **Sewage System:** All on-site septic sewage systems shall be permitted by the Johnson County Sanitarian and shall conform to all applicable Wyoming Department of Environmental Quality Rules and Regulations.
4. **Covenants:** Recorded Covenants are on file in the Office of the Clerk of Johnson County, Wyoming, 76 North Main Street, Buffalo, Wyoming.
5. **Homeowners Association:** Provisions have been made in the Declaration of Protective and Restrictive Covenants to create a Homeowners Association (see Covenant XV).
6. **Garbage Disposal:** The nearest landfill is at 284 TW Road and is presently owned and operated by the Johnson County Solid Waste District. Information on fees can be obtained at the landfill or Johnson County Commissioners Office, 76 North Main Street, Buffalo, WY 82834. Privately owned garbage collection is available to Johnson County residents.
7. **Fire Protection:** Johnson County provides a volunteer fire department. The Johnson County Fire Control building is located at 314 Railroad Avenue, Buffalo, Wyoming. For information contact the Johnson County Commissioners Office, 76 North Main Street, Buffalo, WY 82834. On-site fire-fighting facilities are not proposed.
8. **Flooding:** No land within this subdivision is subject to stream and/or creek flooding.
9. **Zoning:** Zoning is governed by the Covenants and is Residential.
10. **Postal Service:** The nearest Post Office is located at 193 South Main Street, Buffalo, Wyoming.
11. **Surface Water Rights:** No surface water rights exist within the subdivision.
12. **Utility Providers:**
 - A. Telephone: Quest Corporation
3401 South Douglas Hwy.
Gillette, WY 82718

B. Electric: Powder River Energy Corp.
P.O. Box 930
Sundance, WY 82729

13. Lots in this subdivision may be used for the exploration and/or development of minerals and coal bed methane gas.
14. No proposed telephone service, lot owners shall be responsible for their own telephone service requirements.
15. Nearest emergency services including fire, police and ambulance services are located in Buffalo, Wyoming, a distance of approximately 12.5 miles from this subdivision.