

This instrument was filed for record on Aug 18 1983  
at 10:55A M., and was duly recorded in Book 26A-26 page  
102-09, Fee \$ 18.00

By [Signature] Register of Deeds.  
Deputy

STATE OF WYOMING )  
 ) ss.  
County of Johnson )

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

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS

SANDY CREEK SUBDIVISION, A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by JOHN C. PFET, JR., a married man dealing in his sole and separate property, hereinafter referred to as the "Declarant".

W I T N E S S E T H :

WHEREAS, the 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 by Johnson County as SANDY CREEK SUBDIVISION, situate in Johnson County, Wyoming, as the same is described on 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 SANDY CREEK SUBDIVISION, 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 SANDY CREEK SUBDIVISION, and hereby specifying that these declarations shall constitute covenants not merely personal, but covenants to 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 SANDY CREEK SUBDIVISION.

I. DESIGNATION OF LOTS

All of the lots within the SANDY CREEK SUBDIVISION shall be classified, restricted and designated as single family residential lots and

## VI. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used upon any lot at any time as a residence, either temporarily or permanently, except that for a period of six (6) months, 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.

## VII. SIGNS

No signs of any kind shall be displayed to public view on any lot except one professional sign of not more than one (1) 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 to advertise the property during the construction and sales period.

## VIII. LIVESTOCK

No animals of any kind shall be raised or bred for commercial purposes. No livestock, including domestic pets, shall be allowed to remain loose within the subdivision; the owner of each lot shall be required to keep all animals which he owns within the confines of his lot. Nothing herein shall prevent the owner of any lot from maintaining horses upon any lot within the subdivision, provided that said horses shall not become a nuisance to the other lot owners.

## IX. 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 material. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of waste shall be kept in a clean and sanitary condition.

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 the roads within the subdivision. Parking said vehicles between the front of buildings within the subdivision and roads in the subdivision shall be of a temporary nature and said vehicles shall not be parked in such location for storage from one season to another or while not in seasonal use.

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 at any one time.

#### XIII. PERIMETER ACCESS

No perimeter lot in the subdivision shall use 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.

#### XIV. MOBILE HOMES

All construction on lots within the subdivision shall be new and no building or buildings may be moved from other locations onto the lots. No mobile homes or homes with factory-installed axles or wheels may be placed upon any lot in the subdivision; provided, however, that modular homes may be placed upon said lots provided that said homes are placed on permanent foundations or basements and shall not have flat roofs.

#### XV. IRRIGATION WATER

No lands, nor the owners of any lands within the subdivision, shall have any rights to the natural flow of any streams or ditches within the subdivision except as to such rights as may be allocated and/or adjudicated to said lands by the Wyoming State Engineer and/or the Board of Control.

With regard to such water rights as may be allocated or adjudicated to lands within the subdivision, each lot owner shall have the right to transport said water to his lot along applicable easements or may do so

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 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.

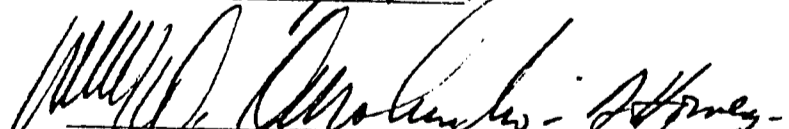
XIX. ENFORCEMENT BY COUNTY

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 this Declaration of Protective Covenants or to recover damages resulting from such violation.

XX. SEVERABILITY

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal on this 17<sup>th</sup> day of August, 1983.

  
John C. Peet, Jr.

STATE OF Wyoming )  
County of Johnson ) ss.

The foregoing instrument was acknowledged before me on this 17 day of August, 1983, by John C. Peet, Jr. William D. O'Connell  
*in fact for John C. Peet Jr.* Witness my hand and official seal. Caecilia F. Schmidt  
Notary Public

My commission expires \_\_\_\_\_.