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STATE OF WYOMING } INDEXED
COUNTY OF JOHNSON } ss
This instrument was filed for record on Oct. 22, 2003
at 4:20 P.M. and was duly recorded in Book 86A56 page
493-499 Fee \$ 26.00
Debra Spindel Register of Deeds
Deputy

STATE OF WYOMING)
)ss
County of Johnson)

TO THE PUBLIC: DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR THE "V CROSS SUBDIVISION".

A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set for the by A. John and V. Joyce Graham of Johnson County, Wyoming, hereinafter referred to as the "Declarants".

WITNESSETH

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 the "V CROSS SUBDIVISION", situate in Johnson County, Wyoming, as the same is described in Exhibit "A" attached hereto and incorporated herein by reference, and;

WHEREAS, Declarants desire to place certain restrictive and protective covenants on the lots which comprise the "V CROSS SUBDIVISION" for the betterment of health, safety, and welfare of the owners and occupants of said lots;

NOW THEREFORE, Declarants 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 the "V CROSS 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 "V CROSS SUBDIVISION".

I - DISCLOSURE STATEMENT

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

II- DESIGNATION OF LOTS

The lots in the "V CROSS SUBDIVISION" are hereby designated as follows: Lots 1 thru 3. 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 single-family dwelling not to exceed 2 stories in height, and a private garage for not more than 3 cars, and three additional structures for storage or for housing animals within the limits of the covenants, water well buildings or housings are not an additional structure.

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.

III - 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.

IV - 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.

V - 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.

VI - 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.

VII - WATER SUPPLY

1) NO PROVISION IS MADE IN THE "V CROSS SUBDIVISION" 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 regulation 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.

VIII - SEWAGE DISPOSAL

1) NO PROVISION IS MADE IN THE "V CROSS 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 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.

IX - SUBDIVISION ROADS

1) NO PROVISION IS MADE IN THE "V CROSS SUBDIVISION" FOR THE PUBLIC MAINTENANCE OF STREETS OR ROADS.

X - POLLUTION OF WATERS

In the interest of public health and sanitation and so that the land known as the "V CROSS 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 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.

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 the lots after construction of buildings.

XII – GENERAL CONDITIONS

Each of the conditions and covenants set for 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 (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 "**V CROSS 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 the Declarants 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 and costs 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 – 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 the law or equity.

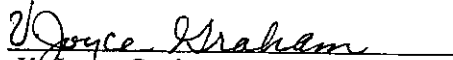
Reasonable attorneys fees and costs shall be recovered by the County in any proceeding either to enjoin a violation of the Declaration of Protective Covenants or to recover damages resulting from such violation. The purchase of any lot shall be taken as consent to pay costs and fees and the same shall be a lien on the land. The failure or delay of the County to enforce these Covenants does not diminish or cancel their enforceability.

XV - 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 Declarants herein, has hereunto set their hand this 14th day of OCTOBER, 2003.

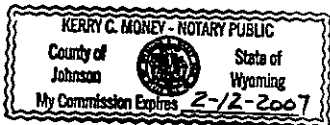

A. John Graham

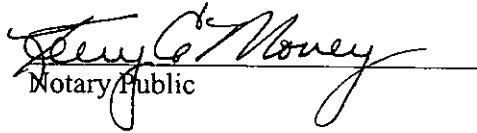

V. Joyce Graham

STATE OF WYOMING)
)ss
County of Johnson)

The foregoing instrument was acknowledged before me this 14th day of OCTOBER, 2003, by A. John Graham and V. Joyce Graham.

Witness my hand and official seal.




Notary Public

"EXHIBIT A"

"V-CROSS SUBDIVISION"

A tract of land located in Lot-3 of Section 18, T47N, R82W, of the 6th P.M.,
Johnson County, Wyoming, being more particularly described as follows:

Commencing at an existing GLO Brass Cap marking the West quarter corner of
said Section 18, said existing GLO Brass Cap being the true point of beginning;

thence S88°13'00"E along the North line of said Lot 3 of said Section 18 a
distance of 1174.59 feet to an aluminum capped rebar, stamped PELS 2085, said
aluminum capped rebar marks the Northeast corner of said Lot 3;

thence S00°06'10"W along the East line of said Lot 3 of said Section 18 a
distance of 1380.55 feet to an existing aluminum capped rebar, stamped LS 324, said
aluminum capped rebar marks the Southeast corner of said Lot 3;

thence N89°13'57"W along the South line of said Lot 3 of said Section 18 a
distance of 1175.25 feet to an existing aluminum capped rebar, stamped PELS 2085, said
aluminum capped rebar marks the Southwest corner of said Lot 3;

thence N00°08'49"E along the West line of said Section 18 a distance of 1401.36
feet to the true point of beginning.

Said tract of land containing 37.508 acres, more or less.

"EXHIBIT B"**Disclosure Statement****" V CROSS SUBDIVISION"****Johnson County, Wyoming**

1. Road Maintenance: Roads within the V Cross Subdivision are private easements, and there is No Public Maintenance of Streets or Roads with the Subdivision, as noted on the Final Plat.

2. Water Supply: All wells shall be the responsibility of the individual owner(s) and shall be registered with the State Engineer, State of Wyoming, Herschler Building, Cheyenne, WY 82002, using the appropriate forms.

Wyoming State Engineers Rules and Regulations state that if any new wells adversely affect existing wells with an early priority ground water right, the appropriator of the earlier priority ground water right may file a complaint alleging interference with his and/or her right. The State Engineer shall then investigate to determine if the interference does exist and issue a report of his findings and suggestions of what can be done to rectify the interference. For information, contact the State Engineers Office, State of Wyoming, Herschler Building, Cheyenne, WY 82002.

Potential buyers/lot owners are advised to hire a reputable well drilling contractor and construct/complete their well within the guidelines described in the 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.

It is recommended by the Wyoming Department of Environmental Quality that water wells be tested for intended domestic use and treatment applied, if necessary, to ensure suitability for such use. It is recommended that water be tested quarterly for a period of one year and annually thereafter.

3. Sewage Systems: All on-site septic systems shall be permitted by the Johnson County Sanitarian and shall conform to all applicable Wyoming Department of Environmental Quality Rules and Regulations. It is recommended that on-site septic systems be located and designed prior to sitting of the house or other buildings to ensure that all Wyoming Department of Environmental Quality Regulations are met. Conventional septic system may not be possible within V Cross Subdivision.

4. Covenants: Recorded V Cross Subdivision Covenants, Conditions, and Restrictions are on file at the Office of the Clerk of Johnson County, Wyoming, 76 North Main Street, Buffalo, WY 82834.

5. Homeowners Association: No Homeowners Association has been created for the V Cross Subdivision.

6. Garbage Disposal: The nearest landfill is at 284 TW Road and is owned and operated by Johnson County, Wyoming. Information on fees can be obtained at the Office of the Clerk of Johnson County, Wyoming, 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 Board is located at 314 Railroad Avenue, Buffalo, WY. For information contact the Johnson County Commissioners Office, 76 North Main, Buffalo, WY 82834.

8. Flooding: The V Cross Subdivision has a large drainage along the north side of the subdivision. Flooding may occur along this drainage.

9. Zoning: No Zoning presently exists within Johnson County, Wyoming. The V Cross Subdivision is governed by Covenants.

10. Postal Service: The nearest Post Office is located at 193 South Main Street, Buffalo, Wyoming.

11. Surface Water Rights: Potential buyers/lot owners will not be allowed to use water out of any existing ditch or stream without an appropriate water right.

12. Utility Providers:

A. Telephone: Qwest Corporation
3401 South Douglas Highway
Gillette, WY 82718
(307) 682-7241

B. Electricity: Powder River Energy Corporation
PO Box 5087
Sheridan, WY 82801-1387

13. Fences: Existing boundary fences with adjoining landowners may not be on boundary lines.

14. Access: Access into V Cross Subdivision is off the Greub Road, Johnson County Road No. 48, and across an existing 60 foot easement filed in R/W Book 7, Pages 196-197, in the Office of the Clerk of Johnson County, Wyoming.