

STATE OF WYOMING)
County of Johnson) SS

STATE OF WYOMING }
COUNTY OF JOHNSON } SS.

47780

This instrument was filed for record on July 5, 1999
at 10:04 AM in Book 200 Page 21
John P. [Signature] Register of Deeds
Deputy

TO THE PUBLIC:

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR
MOUNTAIN RIDGE ESTATES (PHASE II)
A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by MARGARET M. BARKER of Johnson County, Wyoming, hereinafter referred to as "Declarant";

W I T N E S S E T H:

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 MOUNTAIN RIDGE ESTATES, (PHASE II) situate in Johnson County, Wyoming, as the same 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 MOUNTAIN RIDGE ESTATES (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 MOUNTAIN RIDGE ESTATES (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 MOUNTAIN RIDGE ESTATES (PHASE II) Subdivision.

I.
DESIGNATION OF LOTS

The lots in MOUNTAIN RIDGE ESTATES (PHASE TWO) are hereby designated single family residential lots. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height, and a private garage (attached or detached) for not more than two cars, and one additional structure for storage or for housing animals within the limits of the covenants. No lot may be further subdivided without the approval of the Board of County Commissioners for Johnson County, Wyoming.

II.
DWELLING QUALITY AND SIZE

No dwelling shall be permitted on any lot on the ground floor area of the main structure (exclusive of porches, basements and garages) of which is less than Thirteen Hundred (1,300) square feet or One Thousand (1,000) square feet for a building or more than one story provided that the total finished living area shall be at least Seventeen Hundred (1,700) square feet.

III.
ARCHITECTURAL CONTROL

No building, structure, fence, or other improvement shall be erected, placed or altered on any lot until the construction plans and specifications and site plan showing the location of the structure(s) have been approved by the Development Committee (provided for herein) as to quality of workmanship and materials, harmony of external design, color, and materials with existing, contemplated and previously approved structures, and as to location with respect to topography and finished grade elevation.

IV.
SETBACK REQUIREMENTS

No building or part thereof shall be located nearer than thirty (30) feet to any lot line, street, or access easement.

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V.
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.

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 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.

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 or the developer, 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. 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. 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 he is responsible within the confines of that lot.

IX.
GARBAGE AND REFUSE DISPOSAL

No lot shall be used and maintained as a dumping ground

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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.

X.
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, whether removable or not, 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.

XI.
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-rata contribution to road maintenance by the adjacent landowners, as herein provided.

XII.
WATER SUPPLY

1) NO PROVISION IS MADE IN MOUNTAIN RIDGE ESTATES

(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 con-

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structed 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 is cased and cemented for a minimum of 10 feet from the surface and all intermediate aquifers pierced by the well are sealed above and below.

XIII.
SEWAGE DISPOSAL

1) NO PROVISION IS MADE IN MOUNTAIN RIDGE ESTATES (PHASE II) 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 requirements of state law, appropriate state agencies and regulations promulgated by Johnson County. Provided further, that evaporative or a similar type of closed loop septic system shall be used upon lots within the subdivision when the maximum ground water level comes within Seven (7) feet or less from the surface of the lot or whenever required by Federal, State or local authorities or the Development Committee.

XIV.
EASEMENTS FOR UTILITIES

Easements for the installation, repair, re-installation, replacement and maintenance of utilities are reserved as provided in the recorded plat of MOUNTAIN RIDGE ESTATES (PHASE II). The said utility easements are hereby dedicated, granted and conveyed to all public utilities and cable television suppliers, privately or publically owned, now or hereafter providing utility and television services to MOUNTAIN RIDGE ESTATES (PHASE II) or any lot therein, and to the successors and assigns of said utility companies, each in common with others having a similar right, for the purpose of installing, repairing, re-installing, replacing and maintaining

of installing, repairing, or sustaining, replacing and maintaining water, sewer, electrical, gas, communications, television and other utility services. All utilities shall be underground unless provided to the contrary by the Development Committee.

XV.
SUBDIVISION ROADS

- 1) NO PROVISION IS MADE IN MOUNTAIN RIDGE ESTATES (PHASE II) FOR PUBLIC MAINTENANCE OF STREET OR ROADS.

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2) Lot owners are severally responsible, on an equal basis, for the maintenance of all dedicated roads internal to the Subdivision, and, in common with the owners of lots in MOUNTAIN RIDGE ESTATES (PHASE I), for the maintenance of that portion of Langdon Road from county road no. 91.5 to the intersection with Prairie Drive. The Development Committee shall, from time to time, as it deems necessary or desirable, employ, rent or purchase such equipment, services and supplies to adequately maintain the roads and pay the same from assessments on lots within MOUNTAIN RIDGE ESTATES (PHASE II).

3) There is hereby reserved for the use and benefit of the owners and occupants of lots 1A, 23, 24, 25, and 26 in common with each other, a fifty (50) foot access easement as shown on the recorded plat across lots 23, 25, and 26. The easement is for private use of the owners of lots 1A, 23, 24, 25, and 26, and is not hereby dedicated to public use. The maintenance of the access easement shall be the individual responsibility of the owners of lots 1A, 23, 24, and 25 as they may agree but in accordance with the benefits derived therefrom. The owners or occupiers of lot 26 shall not be responsible for maintenance costs. Within the access easement no structure, fence, planting or other material or obstruction to traffic shall be placed or permitted to remain which may damage or interfere with ingress or egress. Provided, however, that the servient estate owner may construct or install across the access easement on the lot line, at his own expense, cattle guards of a minimum width of twelve (12) feet, together with a side gate of not less than ten (10) feet.

There is hereby reserved a right of way upon said access easement for fire and police protection.

4) Parking of trailer, trailer campers, truck campers, bus campers, boats and trailers or otherwise large vehicles, such as stock trucks and trailers, or any vehicles not in operating condition, shall be limited to a period of seventy-two (72) hours when parked in any dedicated road or access easement within the Subdivision.

XVI.
ASSESSMENTS

Each lot owner is obligated to pay the Development Committee an annual (more frequent if necessary) any special

assessments for maintenance of dedicated Subdivision roads and the administrative expenses of the committee, which are secured by a continuing lien upon each lot against which the assessment is made. Assessments are due thirty (30) days after date of mailing. Assessments not paid within thirty (30) days after the same are due shall be considered delinquent and shall bear interest from the delinquency date at the rate of fifteen percent (15%) per annum. The Development Committee may bring an action at law against the owner or owners obligated to pay the same, or may, at the election of the committee, foreclose the lien against the property, after notice and filing of the lien in the manner provided by statute for labor and materialman's liens. In the event delinquent assessments are placed in the hands of an attorney for collection or foreclosure, interest, costs and attorneys fees shall be added to the amount to be recovered.

XVII.
DEVELOPMENT COMMITTEE

There is hereby established a Development Committee which shall have the following duties and powers:

- 1) Purpose:
 - a) To provide for maintenance, repair and improvement of streets and roads, and common areas, if any, of MOUNTAIN RIDGE ESTATES (PHASE II); and
 - b) To enforce the declaration of covenants for MOUNTAIN RIDGE ESTATES (PHASE II); and
 - c) To promote the health, safety and welfare of the residents of MOUNTAIN RIDGE ESTATES (PHASE II) and to protect the correlative rights of the residents.

2) Powers.

a) To adopt and publish rules and regulations governing the maintenance, preservation, operation and use of:

- (1) Dedicated roads and streets within the Subdivision;
- (2) Common Areas, if any, and facilities thereon, if any;

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b) Adopt and publish guidelines for the imposing of annual (or more frequent if necessary for operating reasons) assessments and special assessments;

c) Suspend the voting and utilization rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;

d) Exercise all powers, duties and authority vested in or delegated to the Development Committee by the Declaration of Restrictive Covenants;

e) Employ a manager, an independent contractor, or such other employees as it may deem necessary, and to prescribe their duties;

f) Employ, rent, hire or purchase such services, equipment and supplies upon such terms and conditions it deems appropriate, including credit, as necessary to carry out its duties as provided herein.

g) Subject the lots to an annual (or more frequent if necessary) and special assessments or charges, which charge may be adjusted or reduced from time to time by the committee as, in the judgment of the committee, may be required, and to collect the assessments.

h) Pass upon those matters requiring its approval as provided herein.

i) To act as arbitrator for any disputes arising between lot owners regarding the interpretation of these covenants.

j) Maintain such checking or saving accounts as it deems necessary to fulfill its functions.

k) To perform such other functions as are necessary

and appropriate.

3) Duties:

a) Cause to be kept a complete record of all its acts and affairs and to present an annual statement thereof to lot owners on December 31 of each year or when such statement is required in writing by one-fourth (1/4) of the lot owners.

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b) Supervise all contractors, agents and employees and to see that their duties are properly performed.

c) Fix the amount of the annual (more frequent if necessary) and special assessments, send written notice of each assessment to every owner subject thereto and impose a lien against any property for which assessments are not paid within sixty (60) days after due date or bring an action at law against the owner personally obligated to pay the same.

d) Issue, or to cause to issue, upon demand by any lot owner, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates.

e) Cause the streets, roads, and common areas, if any, to be maintained for the use and benefit of owners.

4) Membership:

The Development Committee is composed of Margaret M. Barker, Buffalo, Wyoming, Thomas L. Barker, Sheridan, Wyoming, and the record owner of the first lot sold in MOUNTAIN RIDGE ESTATES (PHASE II). At any time three fourths (3/4) of the then recorded lot owners shall have the power, through a duly recorded instrument to change the entire membership of the committee. Each lot (regardless of the number of owners of the lot) shall cast one vote for each member of the Committee. Cumulative voting is prohibited.

5) Procedure:

Each committee member shall have one vote. A majority of the committee may act for the committee and may designate an individual to act for it. Meetings of the committee shall be upon five (5) days notice by mail or oral notification (including telephonic notice). The members of the committee shall not be entitled to compensation for

services performed pursuant to this covenant.

In the event of the death or resignation of any member of the committee, the remaining members of the committee may designate a successor by a duly recorded instrument.

The committee's approval or disapproval as required by these covenants shall be in writing. In the event the committee, or its designated representative, shall fail to approve or disapprove

development plans submitted by an owner within sixty (60) days after the plans have been submitted in writing, approval shall not be required. If no suit is brought to enjoin the construction of any structure prior to the substantial completion thereof, the covenants relating to the structure shall be deemed to have been complied with.

6) Consolidation:

Upon the affirmative vote of seventy five (75%) of the record owners of lots in MOUNTAIN RIDGE ESTATES, (PHASE I and PHASE II), duly recorded, the two (2) development committees shall be merged into one.

XVIII.
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 twenty-five (25) years from the date hereof, and automatically shall be continued thereafter for successive periods of twenty-five (25) 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 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.

XIX.
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 with MOUNTAIN RIDGE ESTATES (PHASE II) is taken as an agreement to be bound by these covenants during the period of ownership and an agreement to pay all assessments, attorneys fees, costs and interest as provided herein. Declarants, the Development Committee, or the owner of any of the lots shall have the right to sue for and obtain

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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 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.

XX.
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, at 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 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.

XXI.
SPECIAL COVENANT FOR LOT 1A

Lot 1A as designated upon the plat shall be held and

LOT 1A, as designated upon the plat, shall be held and conveyed with lot MOUNTAIN RIDGE ESTATES (CASE I) and shall not be owned, held, sold, conveyed or alienated apart from said lot 1, but otherwise shall be subject to the covenants herein contained.

XXII.
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 her hand this 5 day of July, 1979.

Margaret M. Barker
MARGARET M. BARKER

RATIFICATION AND APPROVAL

EVERETT B. EISLER and ANN M. EISLER, husband and wife, the owners of the lands described upon the plat of MOUNTAIN RIDGE ESTATES (PHASE II) as lot 1A hereby adopt, affirm and ratify these covenants as the same apply to said lot 1A.

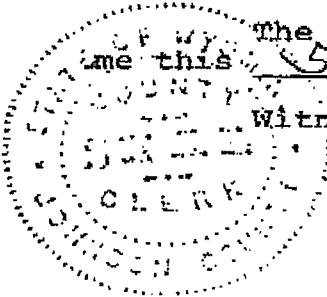
DATED this 5 day of July, 1979

Everett B. Eisler
EVERETT B. EISLER

Ann M. Eisler
ANN M. EISLER

STATE OF WYOMING)
) ss
County of Johnson)

The foregoing instrument was acknowledged and sworn to before me this 5 day of July, 1979, by MARGARET M. BARKER
Witness my hand and official seal.



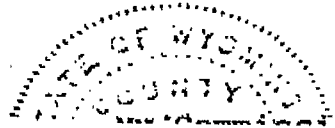
William F. Robbins
Notary Public *County Clerk*

My Commission expires: Jan 11, 1983

STATE OF WYOMING)
) ss
County of Johnson)

The foregoing instrument was acknowledged and sworn to before me this 5 day of July, 1979, by EVERETT B. EISLER and ANN M. EISLER, husband and wife.

Witness my hand and official seal.



William F. Robbins
Notary Public *County Clerk*

My Commission expires: Jan 11 1982

EXHIBIT "A"

BOUNDARY DESCRIPTION

That portion of the E $\frac{1}{2}$ of Section 28, T51N, R22W of the 6th 1.M., Johnson County, Wyoming, more particularly described as follows:

Beginning at a point which is the S $\frac{1}{2}$ corner of said Section 28:

Thence, along the west boundary of said E $\frac{1}{2}$ of Section 28, N 0° 19' 07" a distance of 597.46 feet to a point;

Thence, N 89° 40' 53" E a distance of 350.00 feet to a point;

Thence, N 0° 19' 07" W a distance of 1870.00 feet to a point;

Thence, N 77° 19' 07" W a distance of 57.51 feet to a point;

Thence, N 12° 40' 53" E a distance of 250.00 feet to the point of curve;

Thence, along said curve to the right and whose radius is 419.59 feet whose central angle is 69° 22' 17" and whose long chord bears N 47° 22' 01" E a distance of 477.56 feet to the end of curve;

Thence, N 82° 03' 10" E a distance of 715.37 feet to a point;

Thence, S 7° 56' 50" E a distance of 1005.00 feet to a point;

Thence, S 82° 03' 10" W a distance of 475.00 feet to a point;

Thence, S 0° 03' 10" W a distance of 1455.00 feet to a point;

Thence, S 50° 20' 43" E a distance of 745.00 feet to a point;

Thence, S 1° 28' 34" W a distance of 404.26 feet to a point also being on the south boundary of said E $\frac{1}{2}$ of section 28;

Thence, along said south boundary of said E $\frac{1}{2}$ of Section 28, N 89° 40' 53" E a distance of 1317.29 feet to the point of beginning, also being the S $\frac{1}{2}$ corner of said Section 28.

Said tract contains 64.8 acres, more or less.

Mountain Ridge Estates

Resolution of Section X of Restrictive Covenants

Resolution to change section 10 titled "Mobile Homes" in the protective and restrictive covenants for Mountain Ridge Estates, Phase One & Two a subdivision in Johnson County, Wyoming.

LOTS 19 - 35 INCLUSIVE PHASE I & PHASE II

Where as our main concern is protection of our property values and

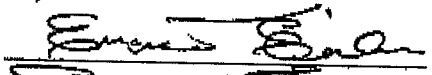

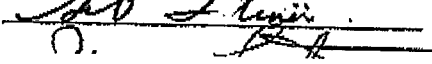
Where as section X of the covenants titled "Mobile Homes" permits Modular Homes to be placed on lots and

Where as this permit for Modular Homes opens a future threat to our property values.

Be it resolved that we the property owners in possession of over 75% of the building sites do here by declare that the wording "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". Be deleted from said covenants.

Signed by Property owners of over 75% of Lots.

9:50 A.M. 1/5/00
145-145-100-12-00
Deputy Register of Deeds

	12	_____	24
	13	<i>Margie Borden</i>	25
	14	<i>John ...</i>	26

~~Barbara Ogden~~
~~David Eisner~~
~~David Eisner~~
~~John Christy~~
~~Joseph Stok~~
~~Therese Amende~~
~~Lillian Markovskiy~~
~~Sherry DeLeonardis~~
~~Paul Clark~~

15 ~~John Markovskiy~~
17
18
19 ~~John Markovskiy~~
20 ~~Michelle Markovskiy~~
21 ~~David Romerik~~
22 ~~Thomas R. Mill~~
23 ~~Ruth Smelser~~

21
28 ~~Maria Jatto~~
29 ~~Lillian Markovskiy~~
30 ~~Thomas R. Mill~~
31 ~~Margaret B. B. B.~~
32 ~~Pat Murphy~~
33
34 ~~Lillian Markovskiy~~
35

Mountain Ridge Estates

Resolution of Section X of Restrictive Covenants

Resolution to change section 10 titled "Mobile Homes" in the protective and restrictive covenants for Mountain Ridge Estates, Phase One & Two a subdivision in Johnson County, Wyoming.

LOTS 1A - 35 INCLUSIVE PHASE I & PHASE II

Where as our main concern is protection of our property values and

Where as section X of the covenants titled "Mobile Homes" permits Modular Homes to be placed on lots and

Where as this permit for Modular Homes opens a future threat to our property values.

Be it resolved that we the property owners in possession of over 75% of the building sites do here by declare that the wording "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". Be deleted from said covenants.

Signed by Property owners of over 75% of Lots.

Lot 5 Phase I Michael W. Robinson

Lot 18 Phase II Michael W. Robinson

Mountain Ridge Estates

Resolution of Section X of Restrictive Covenants

Resolution to change section 10 titled "Mobile Homes" in the protective and restrictive covenants for Mountain Ridge Estates, Phase One & Two a subdivision in Johnson County, Wyoming.

ACKNOWLEDGMENT

State of Wyoming

County of Johnson

The foregoing instrument was acknowledged before me by Everett Eisler of Mountain Ridge Estates this 18 day of February 1994.

Witness my hand and official seal.

Martine Rae Markovsky
Notary Public Martine Rae Markovsky

My commission expires: 12/6/97

