

518059

DECLARATION OF RESTRICTIVE COVENANTS

for

CAREFREE ESTATES

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

This declaration made this 1st day of February,
198 2, by Carefree Estates.

- 1.) These covenants are placed on the property within the Carefree Estates and specifically intended that such limitations and restrictions shall constitute COVENANTS that shall be binding upon all future owners as well as all assigns and successors. These restrictions and limitations are intended for the purpose of keeping and maintaining desirable use of property and adjoining property, and to protect owners from offensive activities of their neighbors.
- 2.) TRASH COLLECTION: All rubbish, trash, and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon.
- 3.) NOISE ABATEMENT: No owner shall cause or permit any person, or machine or device to emit loud noises, other than equipment being used at reasonable hours for construction purposes of and for benefit of their own property, that unreasonably offends the peace and quiet of neighboring properties' occupants.
- 4.) POLLUTION: Property shall not be used for any purpose that would result in the pollution of any waterway which flows through or nearby said property, being refuse, sewage, or other material that might tend to pollute the waters thereof or otherwise impair the ecological balance or beauty of the surrounding lands. No natural drainage of waters shall be interfered with if such interference causes diversion of portions of the same to flow onto adjoining properties.
- 5.) SKIRTING: Any mobile home on premises shall be skirted within three months from date of occupancy.
- 6.) TRASH, DEBRIS, GARBAGE: No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage and other wastes. Trash, garbage and other wastes shall be kept in sanitary containers.
- 7.) NO SALVAGE YARDS, COMMERCIAL FEED LOTS NOR DAIRIES shall be permitted.
- 8.) LIVESTOCK AND PETS: in the event any owner or resident upon said property shall maintain livestock or pets, said owner shall be responsible for constructing such a fence as will restrain and keep same on his own property. EXCEPTION: No pigs allowed.
- 9.) No more than one (1) unlicensed automobile or truck shall be allowed on any one property at any time unless stored inside.
- 10.) NO BUILDING shall be located nearer than ten (10) feet to property line or adjoining roadways unless for storage

purposes, and then no nearer than five (5) feet.

- 11.) TIRES or any other unsightly material shall not be placed on top of any home or other buildings.
- 12.) STORAGE: No tanks for the storage of gas, fuel, oil or other matter shall be erected, placed, or permitted on any lot. The exceptions are water storage tanks and propane tanks such as those provided by the gas companies for fuel for mobiles etc. No service yards or storage areas shall be permitted on any lot or other portion of property without the Landowners Association's approval.
- 13.) WILDLIFE: Each lot owner is responsible for protecting his plants and vegetation from damage caused by wildlife foraging. Damage to such foliage shall not be the liability of Carefree Estates, other lot owners or the Wyoming Game and Fish Department.
- 14.) ELECTRICITY HOOKUP: Secondary electrical installations must be put underground from the main overhead lines to the individual parcel hookups.
- 15.) NO INDIVIDUAL SEWAGE disposal system shall be permitted unless such system be constructed in accordance with requirements of the State of Wyoming and County of Campbell Regulations.
- 16.) SEVERABILITY: Invalidation of any one or more of the covenants or conditions hereof, shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.
- 17.) DURATION: It is expressly understood and agreed that these Covenants are to run with the land and shall be binding on all parties and their successors for a period of five (5) years from October 1, 1982, after which time said covenants shall automatically be extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the subject lands has been recorded agreeing to change said Covenants in whole or part.
- 18.) BUSINESS ACTIVITY: No business activity shall be conducted which creates any odor, dust, or noise which is a nuisance to any other property owner or occupants.
- 19.) VIOLATIONS: Should it become necessary to take legal action for the enforcement of these covenants and restrictions, the party so violating the covenants and restrictions shall be liable for all attorney fees and costs.

IN TESTIMONY WHEREOF, we the undersigned owners have caused these presents to be signed:

CAREFREE ESTATES

By: E. Wallace Rowland
E. Wallace Rowland

By: Mildred S. Rowland
Mildred S. Rowland

STATE OF WYOMING }
COUNTY OF CAMPBELL } ss.

The foregoing instrument was acknowledged before me this 7th day of SEPTEMBER, 1982, by E. Wallace and Mildred S. Rowland.

Witness my hand and official seal:

Robert L. St. Claire
Notary Public

My commission expires: 12/15/83

WEST FOURTH STREET ASSOCIATES

By: John M. Daly
Power of Attorney

STATE OF WYOMING }
COUNTY OF CAMPBELL } ss.

The foregoing instrument was acknowledged before me this 8th day of September, 1982, by John M. Daly.

Witness my hand and official seal:

Antonette J. Ellis
Notary Public
My commission expires: Apr. 2, 1983

My commission expires:

C. H. Davis and Elma Davis
C. H. Davis Elma Davis

STATE OF WYOMING }
COUNTY OF CAMPBELL } ss.

The foregoing instrument was acknowledged before me this 7 day of SEPTEMBER, 1982, by C. H. and Elma Davis.

Witness my hand and official seal:

Robert L. St. Claire
Notary Public

My commission expires: 12/15/83

Robert L. St. Claire - Notary Public
County of Campbell State of Wyoming
My Commission Expires Dec. 15, 1983

Milton O. Schiermeister and Norma M. Schiermeister
Milton O. Schiermeister Norma M. Schiermeister

STATE OF WYOMING)
)ss.

COUNTY OF CAMPBELL)

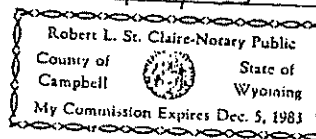
The foregoing instrument was acknowledged before me
this 7th day of September, 1982, by Milton O. and
Norma M. Schiermeister.

Witness my hand and official seal:

Robert L. St. Claire

Notary Public

My commission expires: 12/5/82



STATE OF WYOMING }
Campbell County }ss.

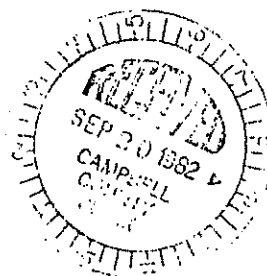
Filed for record this 20th day of September A.D. 1982 at 9:04 o'clock A.M. and recorded in Book 636
of Photos on page 321 Fees \$ 10.25

Thirion E. Addison
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By
Deputy

518059



DECLARATION OF RESTRICTIVE COVENANTS

for

CAREFREE ESTATES

- (1.) These covenants are placed on the property within the Carefree Estates and specifically intended that such limitations and restrictions shall constitute COVENANTS that shall be binding upon all future owners as well as all assigns and successors. These restrictions and limitations are intended for the purpose of keeping and maintaining desirable use of property and adjoining property; and to protect owners from offensive activities of their neighbors.
- (2.) TRASH COLLECTIONS: All rubbish, trash, and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon.
- (3.) NOISE ABATEMENT: No owner shall cause or permit any person, or machine or device to emit loud noises, other than equipment being used at reasonable hours for construction purposes of and for benefit of their own property, that unreasonably offends the peace and quiet of neighboring properties' occupants.
- (4.) POLLUTION: Property shall not be used for any purpose that would result in the pollution of any waterway which flows through or nearby said property, being refuse, sewage, or other material that might tend to pollute the waters thereof or otherwise impair the ecological balance or beauty of the surrounding lands. No natural drainage of waters shall be interfered with if such interference causes diversion of portions of the same to flow onto adjoining properties.
- (5.) SKIRTING: Any mobile home on premises shall be skirted within six months from date of occupancy.
- (6.) TRASH, DEBRIS, GARBAGE: No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage and other wastes. Trash, garbage and other wastes shall be kept in sanitary containers.
- (7.) NO SALVAGE YARDS, COMMERCIAL FEED LOTS NOR DAIRIES SHALL BE PERMITTED.
- (8.) LIVESTOCK AND PETS: If any owner or resident maintains livestock or pets, he or she shall construct fences to restrict them on his property. 1 pig per 2 1/2 acre lot for your own consumption.
- (9.) UNLICENSED AUTOS OR TRUCK: No more than one (1) unlicensed auto or truck is allowed on any one property unless stored inside or three(3) if covered with tarp.
- (10.) No building shall be located nearer than ten (10) feet to property line or adjoining roadways unless for storage purposes and then no nearer than five (5) feet.
- (11.) TIRES or any other unsightly material shall not be placed on

top of any mobile home or other buildings.

- (12.) STORAGE: No tanks for the storage of gas, fuel, oil, or other matter shall be erected, placed, or permitted on any lot. The exceptions are water storage tanks and propane tanks such as those provided by the gas companies for fuel for mobiles etc. No service yards or storage areas shall be permitted on any lot or other portion of property without the Landowners Association's approval.
- (13.) WILDLIFE: Each lot owner is responsible for protecting his plants and vegetation from damage caused by wildlife foraging. Damage to such foliage shall not be the liability of Carefree Estates, other lot owners or the Wyoming Game and Fish Department.
- (14.) ELECTRICITY HOOKUP: Secondary electrical installations must be put underground from the main overhead lines to the individual parcel hookups.
- (15.) NO INDIVIDUAL SEWAGE disposal system shall be permitted unless such system be constructed in accordance with requirements of the State of Wyoming and County of Campbell Regulations.
- (16.) SEVERABILITY: Invalidation of any one or more of the covenants or conditions hereof, shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.
- (17.) DURATION: It is expressly understood and agreed that these Covenants are to run with the land and shall be binding on all parties and their successors for a period of two (2) years from October 1, 1992, after which time said covenants shall automatically be extended for successive periods of two (2) years unless an instrument signed by a majority of the then owners of the subject lands has been recorded agreeing to change said Covenants in whole or part. (Election Year).
- (18.) BUSINESS ACTIVITY: No business activity shall be conducted which creates any odor, dust, or noise which is a nuisance to any other property owner or occupants.
- (19.) VIOLATIONS: Should it become necessary to take legal action for the enforcement of these covenants and restrictions, the party so violating the covenants and restrictions shall be liable for all attorney fees and costs.

Home Owners Assoc. of Carefree Estates:

Bonnie Zimbelman pres.

2-19-95

Alberta King Sec./treas.

2-19-95

Wade A. Fausch V.P.

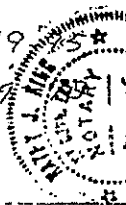
2-19-95

State of Wyoming
County of Campbell

The foregoing instrument
was acknowledged before
me by Bonnie Zimbelman

and Wade A. Fausch, and
Alberta King, this
19th day of Feb. 1995

My commission
expires 2-12-95
Harry A. King



Home Owners Association of Carefree Estates

Bonnie Zimbelman

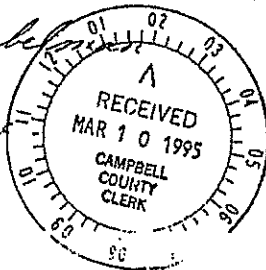
President

Wade A. Fausch

Vice-President

Alberta King

Secretary/Treasurer



STATE OF WYOMING
Campbell County

Filed for record this 10th day of March A.D., 1995 at 2:00 o'clock P.M. and recorded in Book 1327

of Photos on page 234-235 Fees \$ 8.00

Susan F. Saunders
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
CHECKED

By Deputy Bonnie M. Jensen

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