

1027442

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STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

TO THE PUBLIC:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NORTON SUBDIVISION**

THIS DECLARATION is made on the day hereinafter set forth by Perry Norton and Teresa Norton, as the legal owners of the property situated in Campbell County, Wyoming, described herein.

**ARTICLE I
DEFINITIONS**

1. The "Declarant" shall mean Perry and Teresa Norton.
2. The "Land" shall mean the following described real property located in Campbell County, Wyoming:

See attached Exhibit A.

The Land is also collectively referred to as the "Norton Subdivision."

3. "Lot" shall mean and refer to Lots 1, 2 and 3 as described in the subdivision plat.
4. The "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title in any Lot which is part of the property, including contract sellers, but excluding any of those having an interest merely as security for the performance of an obligation.
5. "Covenants" or "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Norton Subdivision contained in this document.

**ARTICLE II
PURPOSE**

This Declaration is established in order to provide a general plan for the improvement and development of the Land. The Declarant desires to subject the Land, and any Lots therein, to certain conditions, covenants and restrictions.

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NOW THEREFORE, the Declarants hereby declare all of the Land shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Land and be binding on all parties having any right, title or interest in the above-described Land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE III EASEMENT ASSESSMENT

The Road Right of Way designated as Boulder Court located within the Land is subject to the Declaration. All maintenance and repairs to the roadway easement(s) located within Norton Subdivision shall be the mutual responsibility of all Lot Owners and shall be paid equally by each Lot Owner. Each Lot Owner will be provided a copy of all billing and/or expenses associated with easement maintenance. A Lot Owner's share shall be paid within 30 days of receipt of the expenses incurred for maintenance and repairs. The Lot owners may agree by majority vote to assess an annual amount for road maintenance and repairs. Any amount assessed shall be maintained in an account as agreed upon by a majority of Lot owners. Should a Lot Owner not pay his/her share of any maintenance or repair bill or assessment, then the other Lot Owner or Owners shall have a lien against the Lot for the unpaid amount, in addition to any other lien which may be provided by law, including a judgment lien which may be recorded in the Office of the Campbell County Clerk.

ARTICLE IV LANDSCAPE DEVELOPMENT

All Tracts disturbed by construction shall be reclaimed with ground cover consistent with the topography of the surrounding area in a manner to avoid erosion.

ARTICLE V VEHICLES

No unlicensed vehicles, trailers or any vehicular equipment shall be parked along any of the dedicated easements located within the Land or on any Lot unless located in a garage or behind a fence of sufficient height to obscure the view of the equipment. Storage or long-term use of said vehicles or trailers outside of an approved outbuilding is not permitted. Unlicensed, unused, stripped down, partially wrecked, immobile or inoperative vehicles must be parked in approved outbuildings. Truck-tractors and/or semi trailers and/or commercial two-axle vehicles, which are twenty five (25) feet in length or greater, are not permitted to park anywhere within the Land or on any Lots unless the vehicle or trailer is parked in a garage or behind the fence or fences as described above.

ARTICLE VI SANITARY SYSTEMS

All septic tanks or other sewage disposal systems must be designed, located and Norton Subdivision Declaration of Covenants, Conditions and Restrictions

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constructed in accordance with the regulations, requirements and standards of the Wyoming Department of Environmental Quality and any other State or County agency having jurisdiction over the Land.

ARTICLE VII PROHIBITION AGAINST NOXIOUS ACTIVITY ON TRACTS

No noxious activity shall be permitted on any Lot which is a nuisance to adjoining Lots or which could foreseeably become a nuisance to adjoining Lots. Overgrazing, or using the property in such a manner that creates or permits erosion or other waste, shall be considered a nuisance. Pets and other animals are to be kept under control at all times to avoid becoming a nuisance to other Owners.

ARTICLE VIII AESTHETIC MAINTENANCE

All property shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the Land.

ARTICLE IX OWNER LIABLE FOR LESSEE

Any Owner who leases or otherwise transfers any interest in a Lot shall be responsible for assuring compliance by the Lessee or assigned interest holder with all provisions of these Covenants and any assessments by the District. The Owner shall be jointly and severally responsible with the Lessee for any such violations.

ARTICLE X TELEPHONE, ELECTRICAL AND UTILITY WIRES

All telephone, electrical and other utility wires and/or cables must be placed underground from the trunk lines to each residence.

ARTICLE XI FENCES

Any fences constructed on a Tract shall be rail or other suitable open wood construction or smooth wire, barbed wire or steel/wood gate construction.

ARTICLE XII SIGNS

The Declarant may place a sign at each entrance to the Land advertising the name of Norton Subdivision. No other signs are permissible except for "For Sale", "For Rent", and "Private Driveway" name signs.

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ARTICLE XIII BUILDING PLANS AND APPROVAL

The Declarant shall have the authority and responsibility for approving or disapproving of proposed construction and location plans to determine compliance with these Covenants.

No building shall be erected, placed or altered on any residential Lot until the construction plans, specifications and a plan showing the location of the structure have been approved in writing by the Declarant.

ARTICLE XIV CONSTRUCTION REQUIREMENTS AND ARCHITECTURAL REVIEW

1. Objective. Declarant's objectives are 1) to carry out the general purposes expressed in this Declaration; 2) to assure that any improvements or changes in the properties will be good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and, 3) to assure that materials or workmanship of all improvements are of high quality and comparable to other improvements in the area.

2. All structures shall be constructed in accordance with applicable Campbell County building codes and with more restrictive standards than may be required by the Declarant.

3. Colors to be used are earth tones. All residences and outbuildings are to be stick built or log style.

4. Minimum Criteria for Architectural Review Approval and General Restrictions on All Tracts. No dwelling shall be permitted to be constructed upon the Property, nor shall the Declarant be required to approve any construction, which does not comply with the following minimum requirements:

- (a) All residence construction shall be stick-built or log homes, which shall be placed on a permanent foundation or an engineered pier system. No mobile homes, trailer houses or manufactured homes shall be constructed or placed on the land. No structure shall have rolled roofing or tar paper exterior. All exteriors shall be of wood, stone, brick, stucco, steel, or vinyl siding only. All roof materials shall consist of wood shakes, asphalt shingles, or metal (not corrugated tin). The principal residence shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces, and garage, of no less than 1,200 square feet for a one-story dwelling. Where a single-family dwelling contains more than one level, the first two levels shall equal no less than 1,500 square feet of floor area. All construction shall be completed within eighteen (18) months following groundbreaking. All construction, including utilities, shall meet the building codes for Campbell County on the date of commencement of said construction.

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- (b) All outbuildings such as, barns, stables or sheds shall be stick built, log, or pole barn construction. Outbuildings exteriors shall be wood or metal that is esthetically consistent with the residence on the Lot and shall not be tar paper, unpainted corrugated tin or other metal, or slab wood.
- (c) Any Dwelling constructed must have a 4.12 or steeper pitch for roof slope, must include either domers or gables, and must have a front elevation that is aesthetically pleasing and compatible with other Dwellings in the area. A flatter roof that is aesthetically pleasing and is compatible with other dwellings in the area may be considered by the Declarant on a case-by-case basis.
- (d) All garages shall be minimum two-car garages with no more than two doors each, a maximum of sixteen feet (16') wide. The Declarant, in cases, may permit variation where peculiar architectural considerations require a space separation between the dwelling and garage or in the event that rear access would provide an opportunity for a detached garage. In such cases, the Declarant will have the right to specify the locations of any garage detached from the Dwelling and whether the garage must be attached by a "breezeway structure." No garage shall exceed twenty-five feet (25') in height.
- (f) All pools and spas must be constructed clear of any required setbacks and in accordance with the Campbell County regulations. All pools must be fenced and all spas skirted with related equipment screened from view.

5. Chimneys, Outdoor Fires, and Fireplaces. Wood burning stoves and fireplaces are allowed.

6. Exterior Colors. The color combination of exterior materials should generally be subtle and tasteful to blend with the neighborhood and landscape. However, brighter accent colors which are used judiciously and with restraint may be permitted. Traditional white, muted pastels, beiges, earth tones and greys are acceptable wall colors.

All color schemes must be approved by the Declarant prior to their application to any portion of a residential structure. It is the intent of the Declarant to preclude the use of colors that would appear garish or out of place and, therefore, offensive to the eye.

7. Changes or Additional Construction. All changes or additions to the approved plans before, during, or subsequent to their initial construction must be approved by the Declarant before the alteration may be implemented.

8. Controls Applicable During Construction. Each Owner shall be responsible for the conformance with all such rules by the Owner's builder and contractors:

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- (a) At all times during the construction period, a trash dumpster shall be located on the site and all construction debris shall be placed in dumpster.
- (b) The roads shall be kept clean at all times. Any dirt or debris which is deposited on any road or other Lot by any vehicle entering or leaving the Owner's site shall be cleaned and removed immediately.
- (c) Building materials shall be stacked neatly on the site and shall not be stored on adjoining property. Adjoining property shall be restored if damaged.
- (d) All equipment which is used in excavating or construction and which is not rubber-tired shall only be loaded or unloaded within the boundary lines of each respective Lot where excavating or construction is being performed.

9. Deviation from Covenants and Restrictions. The Declarant Control Declarant shall have the power to enter into agreements with the Owner of any Lot without the consent of the Owner of all adjoining Lots, to deviate from the provisions of the Covenants within the jurisdiction of the Declarant for reasons of practical difficulty or particular hardship which otherwise would be suffered by such Owner. Any such deviation, which shall be manifested by written agreement, shall not constitute a waiver of any such Development Standards as to other Lots in the Property.

ARTICLE XV OTHER PROHIBITED USES

No hunting by the general public shall be allowed on any Tract.

ARTICLE XVI MINING AND QUARRYING OPERATIONS

No mining or quarrying operations for gravel or other natural resources contained on the surface of the Land shall be allowed.

ARTICLE XVII ANIMALS AND LIVESTOCK

Recreational livestock will be allowed such as 4-H, FFA and High School Rodeo livestock. Livestock and pets (dogs and cats) will be permitted, provided they are kept under control in an area that is adequately fenced and the premises are kept in a clean and sanitary condition.

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**ARTICLE XVIII
NO SUBDIVISIONS**

No Owner may further subdivide a Lot, either by formal subdivision or by sale of a Lot in more than one parcel.

**ARTICLE XIX
RUBBISH AND TRASH COLLECTION**

No Lot shall be used or maintained as a dumping ground for rubbish or trash. All rubbish, trash and garbage shall be regularly removed from each Lot, and shall not be allowed to accumulate thereon. Each Lot Owner shall be responsible for arranging private pickup and removal of garbage at least once every two (2) weeks. All refuse containers, storage areas, machinery and equipment shall be maintained in a clean and sanitary manner and secured so trash may not be blown or scattered in any manner.

**ARTICLE XX
MISCELLANEOUS PROVISIONS**


1. Severability. In the event a court of competent jurisdiction declares any portion of these Covenants to be invalid or unenforceable, the remaining provisions of these Covenants shall remain in effect.

2. Effect and Duration. These Covenants shall run with the Land and shall be for the benefit of and binding on each Tract, Owner, and their respective heirs, assigns, agents, invitees, social guests, and successors in interest and shall continue to be of full force and effect perpetually unless these Covenants are terminated pursuant to the laws of the State of Wyoming.

3. Amendments. These Covenants may be amended by a vote of 2/3rds or more of the Lot Owners.

4. Enforcement. Any Lot Owner may institute proceedings at law or in equity to enforce any of the provision of these Declarations, to restrain any individual or entity from violating or threatening to violate these Covenants, to recover damages, both actual and punitive, for such violations and shall be entitled to collect all attorney's fees and collection costs incurred in the successful enforcement of these Covenants. Failure to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so.


IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hand this 7 day of Oct, 2016.

Norton Subdivision
Perry Norton, Declarant

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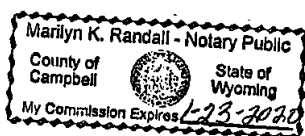


Teresa Norton, Declarant

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

Subscribed and sworn to before me by Perry Norton and Teresa Norton, Declarant, this
7th day of October, 2016.

WITNESS my hand and official seal.


Notary Public

My commission expires:

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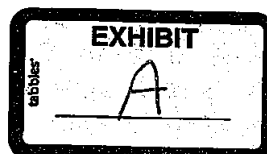
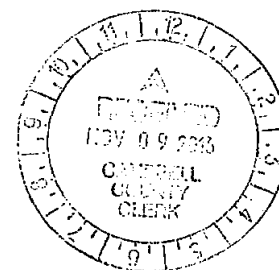
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Tract Boundary

A Tract of land located in part of the S 1/2 of the SE 1/4 of the SW 1/4 of Section 7, T. 49 N., R. 72 W., of the 6th PM., Campbell County, Wyoming. Said Tract being all of the S 1/2 of the SE 1/4 of the SW 1/4 of Section 7 lying North of State Highway 50 (4-J Road) and being more particularly described as follows:

Commencing at the S 1/4 corner of said Section 7, monumented with a BLM Brass Cap ; thence S. 86° 06' 10" W. a distance of 169.18 feet along the South line of said Section 7 to an Aluminum cap marked P.L.S. 6811 monumenting the intersection of the South line of said Section 7 and the Northerly right-of-way of Highway 50 to the True Point of Beginning; thence S. 86° 06' 10" W. a distance of 1168.66 feet continuing along said South line of Section 7 to the West 1/16 corner of Section 7, monumented with an Aluminum cap marked P.L.S. 6811; thence N. 00° 09' 39" E. a distance of 666.41 feet to an Aluminum cap marked P.L.S. 6811 monumenting the Center South South West 1/64 corner of said Section 7; thence N. 86° 09' 10" E. a distance of 1339.41 feet to an Aluminum cap marked P.L.S. 6811 monumenting the Center South South 1/64 corner of said Section 7; thence S. 00° 18' 11" W. a distance of 529.01 feet along the Center North-South 1/4 line of said Section 7 to an Aluminum cap marked P.L.S. 6811 monumenting the intersection of the said Center North-South 1/4 line and the said Northerly Highway right-of-way of Highway 50; thence Southwesterly along the said Northerly right-of-way of Highway 50 on a non-tangent curve having a radius of 1401.38 feet, an arc length of 225.17 feet, a delta angle of 9° 12' 22" with a chord distance of 224.92 and a chord bearing of S. 48° 54' 23" W. returning to the Point of Beginning.

Said Tract area described containing 20.2 acres more or less.



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1027442 Recorded on 11/09/2016 at 11:50 00 Fee 36 00
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Susan F. Saunders, Campbell County Clerk by. B. GREGORY