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SEYMOUR SUBDIVISION
THOMAS D. AND CAROLYNN SEYMOUR

TO THE PUBLIC:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SEYMOUR SUBDIVISION

THIS DECLARATION made on the date hereinafter set forth by Thomas D. and Carolyn Seymour, husband and wife, herein referred to as "DECLARANTS".

WITNESSETH:

WHEREAS, DECLARANTS are the owners of certain property in Campbell County, State of Wyoming, more particularly described as follows:

Seymour Subdivision, Campbell County, Wyoming

AND WHEREAS, in order to establish a general plan for the improvement and development of the property, the DECLARANTS desire to subject the property, and any subdivision thereof, to certain conditions, covenants, and restrictions, upon and subject to which all of the properties shall be held, improved, and conveyed.

AND WHEREAS, DECLARANTS will convey the said property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW THEREFORE, DECLARANTS hereby declare 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 protection the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns. shall inure to the benefit of each owner thereof, and which are intended not to be merely personal.

ARTICLE I
DEFINITIONS

Section 1: "Seymour Subdivision" shall mean and refer to that certain real property hereinbefore described, in such additions thereto as may hereafter be brought within the jurisdiction of these covenants, conditions, and restrictions.

Section 2: The term "covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this DECLARATION.

Section 3: "DECLARANTS" shall mean and refer to THOMAS D. and CAROLYNN SEYMOUR, husband and wife, their heirs, successors and assigns, if such heirs, successors and assigns.

Section 4: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of obligation.

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NATURE AND PURPOSE OF COVENANTS

Seymour Subdivision as described above, shall be made up of three lots zoned I-1. The covenants set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the property to enhance the value, desirability and attractiveness of the lots for the benefit of all owners and lots therein. These covenants are imposed upon DECLARANTS, and upon the owners of all lots, homeowners, or landowner's association, or improvement and service district or its equivalent. Said covenants are for the benefit of all lots, and shall bind the owners of all such lots. Such covenants shall be a burden upon and a benefit not

only to the original owner of each lot, but also his heirs, successors and assigns.

ARTICLE III
USE

Section 1 - USE:

Each lot within the properties shall be constructed upon, improved, used and occupied only for private residential purposes consistent with the zoning regulations for Campbell County, Wyoming, in effect on the date that said construction, improvements, use or occupation begins.

Section 2 - BUILDING PLANS:

All buildings shall be constructed so as not to detract from living conditions in the area.

Section 3 - LIGHT INDUSTRIAL USE:

Lots zoned I-1 shall be used or caused to be in compliance with the Zoning Regulations of Campbell County.

Section 4 - SEWAGE:

All septic tanks or other sewage disposal systems must be designed, located, and constructed in accordance with the regulations, requirements, standards and recommendations of the Wyoming Public Health Department.

Section 5 - WATER SUPPLY:

Water will be supplied by a private system owned and operated in compliance with provisions established by the shareholders of the Southside Water Well.

Section 6 - WATER DRAINAGE:

Each owner shall be responsible for insuring that water drainage is continuous in the portion of the lot which adjoins the roadways in front of his lot.

Section 7 - UTILITY ACCESS:

Lot owner will allow utility access for the reading of meters or other measuring devices, installation or maintenance of any utilities to his property or any adjoining property.

ARTICLE IV
HOMEOWNERS ASSOCIATION

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Section 1 - Creation of the Lien and Personal Obligation of Assessment

The Declarant, for each lot owned with the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to become a member of the Wrangler Estates Homeowner's Association with one vote per lot and agree to pay to the Seymour Landowner's Association as determined by need from a majority of the Association.

Section 2 - Purpose of Assessments

The assessments levied by the Association shall be used exclusively for road repairs.

Section 3 - Assessments

The assessments for the Seymour Subdivision Landowner's Association will be determined by need by a majority of the Association.

Section 4 - Notice and Quorum for Any Action Authorized under Section 3

Regular meetings of the Seymour Subdivision Landowner's Association will be held semi-annually with written notice sent to all members not less than fifteen (15) days nor more than forty five (45) days in advance of the meeting. A quorum shall be 51% of all members with said percentages to be made up of people attending in person and those voting by proxy.

Section 5 - Road Repairs

All repairs to the roads through Seymour Subdivision shall be the responsibility of all lot owners and shall be paid for equally by each lot owner. Should any lot owner not pay his share of the repairs, then, at the option of the remaining lot owners, homeowners, or landowner's association, a lien against the non-paying owner(s) may attach in favor of the paying lot owners, to the lot of the non-paying owner(s), as of the time the majority of the lot owners cause to be recorded in the office of County Clerk of Campbell County, Wyoming, a notice of assessment lien, which shall state:

- a. The amount of delinquent assessment and such related charges as may be authorized by this declaration.
- b. The name of the owner of record or reputed owner of the lot.
- c. A legal description of the lot against which the lien has been assessed.

ARTICLE V
GENERAL PROVISIONS Book 1324 of Photos, Page 497

Section 1 - COVENANTS RUN WITH LAND:

These covenants run with the land and are binding upon all lot owners, their heirs and assigns. The lot owners agree to abide by these covenants.

Section 2 - AMENDMENT OF COVENANTS:

These covenants may be amended by a vote of the lot owners where a majority of the land owners vote for any amendment.

Section 3 - ENFORCEMENT:

The lot owner(s), or homeowners association, or its equivalent shall have the right to enforce, by any proceeding of law or equity, all covenants now or hereinafter imposed by the provisions of this declaration. Failure by the lot owner(s) to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. Such failure shall not prevent the lot owner(s) from enforcing any subsequent covenant

violation.

Section 4 - ATTORNEY FEES:

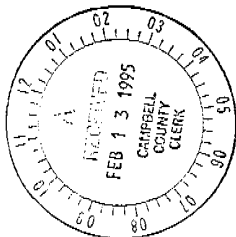
Any expense reasonably incurred in collecting and/or enforcing any of the above covenants, which shall include reasonable attorney's fees by the other lot owner(s) or homeowners association, or its equivalent shall be paid by the lot owner against whom the covenants have been successfully enforced.

Section 5 - SEVERABILITY:

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

IN WITNESS WHEREOF, the undersigned, being the DECLARANTS herein, has hereunto set its hand and seal the 31st day of Jan, 1995.

DECLARANTS:

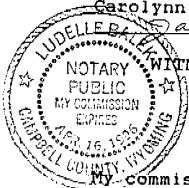


Thomas D. Seymour
Thomas D. Seymour

Carolynn Seymour
Carolynn Seymour

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

Subscribed and sworn to before me by Thomas D. Seymour and Carolynn Seymour, as a free and voluntary act this 31st day of January, 1995.



WITNESS my hand and official seal.

Ludelle B. Salch
Notary Public

STATE OF WYOMING } ss.
Campbell County }
Filed for record this 13th day of February A.D., 19 95 at 11:42 o'clock A.M. and recorded in Book 1324
of Photos on page 494-497 Fees \$ 12.00
Susan F. Saunders RECORDED
County Clerk and Ex-Officio Register of Deeds INDEXED
CHECKED ☒ By Kane Aschett Deputy