

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
NORTON FOURPLEXS,

THIS DECLARATION, made on the date hereinafter set forth by **DOUG NORTON**, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Gillette, County of Campbell, State of Wyoming, which is more particularly described as:

The Lots **21 & 22** Block 20 of the Rolling Hills Subdivision,
 Phase II of the City of Gillette, Campbell County, Wyoming.

From this property will be further subdivided Two (2) lots, said lots being more fully described in a Recorded Plat recorded in Book _____ of Plats Page _____ of the Records of Campbell County, Wyoming.

AND WHEREAS, in order to establish a general plan for the improvement, development and maintenance of the Properties, Declarant desires to subject the Properties to certain conditions, covenants and restrictions, upon the subject to which all of the Properties shall be held, improved and conveyed.

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

NOW THEREFORE, Declarant hereby declares that all of the properties 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, 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, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. The term "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

STATE OF WYOMING

Campbell County

Filed for record this 1st day of February A. D., 19 82 at 12:00 o'clock p. M. and recorded in Book 594 of Photos on page 423 Fees \$ 16.00

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

RECORDED
 ABSTRACTED
 INDEXED
 CHECKED

By *Dorothy Deeks*
 Deputy

506992

Section 2. The term "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of this declaration.

Section 3. The term "Lot" shall mean and refer to any of the Two (2) building sites on which there is or will be constructed a multi family Fourplex as previously described.

Section 4. "Declarant" shall mean and refer to Doug Norton, his successors and assigns should acquire one or more undeveloped Lots from the Declarant for the purpose of development.

Section 5. 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.

ARTICLE II NATURE AND PURPOSE OF COVENANTS

The covenants, conditions and restrictions set forth in this Declaration constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability and attractiveness of the lots for the benefit of all Owners of lots therein. These covenants, restrictions, and conditions are imposed upon Declarant and upon the Owners of all lots. Said covenants, conditions and restrictions are for the benefit of all lots, and shall bind the Owners of all such lots. Such covenants, conditions and restrictions shall be a burden upon and a benefit to not only the original Owner of each lot but also his successors and assigns. All such covenants, conditions and restrictions are intended as and are hereby declared to be covenants running with the land or equitable servitudes upon the land, as the case may be.

ARTICLE III USE OF RESIDENTIAL LOTS

Section 1. USE. Each lot within the Properties, shall be improved, used and occupied only for Multi - family residential purposes.

Section 2. Pets and Other Animals: No Dogs, cats, or usual and ordinary household pets may be kept in any dwelling unit upon a lot, (not to exceed a total of None) pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose). Except as hereinabove provided, no animals, livestock, birds or poultry shall be brought within the Properties or kept on any lot thereof.

Section 3. Commercial Use. No part of the Properties shall ever be used or caused to be used for any business, commercial, manufacturing, mercantile, storing, vending or such other non-residential purposes; except Declarant, its successors or assigns, may use the Properties for a model home site, and display and sales office during the construction and sales period.

Section 4. Signs. Signs shall not be permitted other than a "For Sale" sign not to exceed 18" by 24" in size and posted in accordance with local laws and regulations.

Section 5. Other Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat, truck larger than a three-quarter (3/4) ton pickup, or similar equipment shall be permitted to remain upon any property within the Properties, unless placed or maintained within an enclosed garage.

Section 6. Drilling. No oil drilling, oil development, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot or within five hundred (500) feet below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 7. Trash Collection. All rubbish, trash and garbage shall be regularly removed from the Properties, and shall not be allowed to accumulate thereon. All clothes lines, refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any lot, unless obscured from view of adjoining lots and streets, by a fence or appropriate screen.

Section 8. External Antenna. No Owner of any lot within the Properties shall be permitted to construct external radio and/or television antennas or external air conditioning units or evaporative coolers which are mounted on or extended above the roof of any dwelling unit within the Properties, unless with prior written approval.

Section 9. Nuisance. No Owner shall permit, cause or create any nuisance. In addition to the usual meaning, the term "nuisance" shall include the creation of loud noises; the accumulation of materials, debris or other personalty in the yard area and any other activity which diminishes the value of any other Owner's property.

ARTICLE IV EASEMENTS

This Declaration of Covenants, Conditions and Restrictions shall be subject to all easements heretofore or hereafter granted by the Declarant or its successors and assigns for the installation and maintenance of utilities and drainage facilities that are reasonably necessary to the development of the Properties.

ARTICLE V DRIVEWAY AREA

Every Owner shall have a right and easement of enjoyment in and to the community driveway area. Ownership of each lot shall entitle the Owner or Owners thereof to the

right of ingress and egress in and upon the community driveway area connected to each lot, subject to the following provisions:

- a) The community driveway area shall not be blocked or obstructed and shall always be open to vehicular traffic;
- b) Each Owner shall be responsible for maintaining that portion of the community driveway area immediately adjacent to his lot in a safe, clear and orderly manner, which shall include the duty to remove snow.
- c) If any Owner fails to maintain his portion of the community lot, the architectural control committee may make oral or written demand upon the failing Owner to remedy the situation and if not then accomplished the architectural control committee may cause the work to be done and the Owner failing or neglecting to accomplish the work shall be responsible for all costs thereof.

ARTICLE VI ARCHITECTURAL CONTROL

1. No building, fence, wall or other structure or additional landscaping (except all original construction by Developer within the Properties and landscaping within enclosed private patio areas and entry courts) other than landscaping installed by Declarant shall be erected, altered, painted, or repaired until the building plans, specifications and plot plans showing the location, elevation and grade lines of such building or other structure, or such other description of the proposed work as shall be furnished to and approved in writing by an architectural committee composed of three representatives elected by the Lot Owners. One set of such plans, specifications and plot plans or other description shall be submitted to the architectural committee. The architectural committee, before giving such approval, may require that changes be made to comply with such requirements as the architectural committee, in its absolute discretion may impose as to the structural features of said building or other structure, the type of building material used, or other features or characteristics thereof not expressly covered by any of the provisions of this instrument, including the location of the building or other structure with respect to topography and finished ground elevation. The architectural committee may also require that the exterior finish and color, and the architectural style or character of such building or other structure shall be deemed to be suitable in view of the general architectural style and character of structures erected or to be erected in the community. The repainting of the exterior surface of any building or other structure on the Properties shall be controlled by the ACC and such surfaces shall not be repainted or refinished by the Owner in a color or manner differing from the previous painting or finishing of such building or other structure until the architectural committee shall have given its written approval of

such repainting or refinishing following the submission of an acceptable description of the work to be done. In the event the architectural committee shall fail to approve or disapprove any plans, specifications, plot plans or work description submitted to it within thirty (30) days after such submission, then such approval shall be deemed to have been waived.

2. The architectural committee, nor any member thereof shall be responsible for structural or other defects of any kind or nature in said plans or specifications, or in the structures and improvements erected in accordance therewith.

3. The Architectural Control Committee shall consist of Two Owners. Each Owner shall be selected each calendar year to serve for a indefinite term. Election shall be by written ballot of the Owners with each lot casting one (1) vote. To be elected an Owner must receive one (1) vote. Declarant shall have the right to name the initial Architectural Control Committee who shall serve for a term of one (1) year. Then three (3) Owners shall be elected, one for a 3-year term, one for a 2-year term and one for a 1-year term.

ARTICLE VII BREACH

1. Breach of any of the covenants contained in this Declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Owner or by the ACC.

2. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitute a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner or by the Architectural Control Committee.

3. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

4. The failure of the Architectural Control Committee to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

5. A breach of the covenants contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any lot or the improvements thereon, provided, however, that any subsequent Owner of such property shall be bound by said covenants, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

ARTICLE VIII NOTICES

In each instance in which notice is to be given to the Owner of a lot, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice to one or two or more co-owners of a lot, to any general partner of a partnership owning such a lot, shall be deemed delivery to all of the co-owners or to the partnership, as the case may be, and personal delivery of the notice to any officer or agent for the service of process of a corporation owning such lot shall be deemed delivery to the corporation or such notice may be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Owner of such lot at the most recent address furnished by such Owner in writing for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such lot, and any notice so deposited in the mail within Campbell County, Wyoming, shall be deemed delivered forty-eight (48) hours after such deposit.

ARTICLE IX DESTRUCTION

In the event any ~~Apartment~~ subject to this Declaration is totally or substantially damaged or destroyed, the repair or reconstruction shall be commenced and completed as soon as may be possible.

ARTICLE X CITY'S EASEMENT

Declarant hereby grants to the City of Gillette, easements for the following purposes: installation and maintenance of ~~public~~ ^{Private} utility lines and facilities, and access for emergency and other vehicles associated with the various governmental service which will be furnished to the Properties by the City of Gillette.

ARTICLE XI GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than one hundred (100) percent of the Lot Owners. Any amendment must be recorded.

**ARTICLE XII
PARTY WALLS**

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

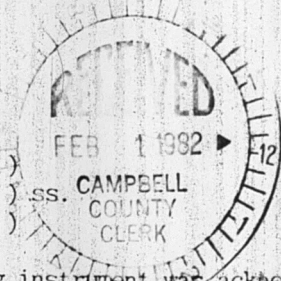
Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

DATED this 12 day of May, 1981.

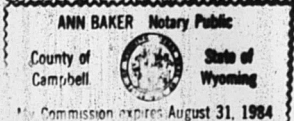
STATE OF WYOMING
County of Campbell



Douglas D. Norton
DOUGLAS D. NORTON

The foregoing instrument was acknowledged before me this 12th day of May, 1981, by DOUGLAS D. NORTON

... and official seal.



Ann Baker
Notary Public

My Commission Expires:

1027442

1027442 Book 3053 of PHOTOS

Page 00556

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.

Norton Subdivision Declaration of Covenants, Conditions and Restrictions

1027442 Book 3053 of PHOTOS

Page 00557

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

1027442 Book 3053 of PHOTOS

Page 00558

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.

Norton Subdivision Declaration of Covenants, Conditions and Restrictions

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.

Norton Subdivision Declaration of Covenants, Conditions and Restrictions

- (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:

Norton Subdivision Declaration of Covenants, Conditions and Restrictions

1027442 Book 3053 of PHOTOS

Page 00561

- (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.

Norton Subdivision Declaration of Covenants, Conditions and Restrictions

1027442 Book 3053 of PHOTOS

Page 00562

**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

Norton Subdivision Declaration of Covenants, Conditions and Restrictions

1027442 Book 3053 of PHOTOS

Page 00563


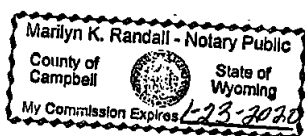


Teresa Norton, Declarant

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:

Norton Subdivision Declaration of Covenants, Conditions and Restrictions

1027442 Book 3053 of PHOTOS

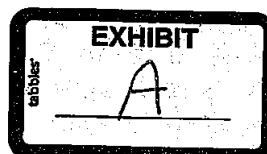
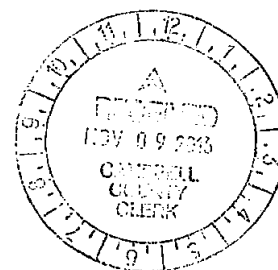
Page 00564

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.



RECORDED
ABSTRACTED
INDEXED
CHECKED

1027442 Recorded on 11/09/2016 at 11:50 00 Fee 36 00
Book 3053 of PHOTOS Pages 556 to 564
Susan F. Saunders, Campbell County Clerk by. B. GREGORY