

811388

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**Declaration of Protective Covenants  
Carrington Estates Subdivision  
Campbell County, Wyoming**

This Declaration is made on this the tenth (10<sup>th</sup>) day of February, 2003, by Marvin and Patricia Frear, hereafter referred to as the "Declarants."

Declarants are the owners of all lands embraced in the subdivision known as Carrington Estates Subdivision in Campbell County, Wyoming. The Subdivision is platted and is of record in the office of the County Clerk of Campbell County, Wyoming. That plat is incorporated by reference in this declaration as if set forth in full herein.

The Declarants intend that the protective covenants contained in this Declaration apply to all of the lots in the Subdivision, including lots 1 through 6.

All of the lots in the Subdivision shall be held, transferred, sold, conveyed or contained to be conveyed by Declarants subject to the conditions, restrictions, reservations and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitudes and covenants (collectively the "Covenants"). Each and every covenant is for the benefit of the entire and inure and pass with the property and each and every lot therein. These Covenants shall be binding on all owners of land in the Subdivision and their successors in interest regardless of how that interest is acquired. This includes, among others, adverse possessors, lessees, and purchasers at mortgage foreclosure sales. These covenants are imposed pursuant to a general plan for the improvement and benefit of the Subdivision.

It is the intent of the Declarants that the lands located in the Subdivision shall be developed and maintained as a highly desirable residential area.

These Covenants are imposed upon the lands comprising the Subdivision as an obligation or charge against the same for the benefit of each and every lot in the Subdivision and the owner or owners thereof. Each and every owner of land in the Subdivision shall have a right to enforce these Covenants, which are imposed upon each and every lot in the Subdivision.

1. **BUILDINGS.** Only single family dwellings may be placed on Lots in the Subdivision. No more than one single family detached dwelling with customary outbuildings may be placed on any Lot within the Subdivision. Every dwelling shall have a minimum fully enclosed, finished living area of 1,100 square feet, including closed-in porches. "Customary outbuildings" include a private garage, barn, chicken house, and storage buildings.

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2. **TRAILERS.** No house trailer or mobile home shall be used on any Lot at any time as a residence or dwelling unit either temporarily or permanently unless the dimensions of the house trailer or mobile home are at least 24 feet by 50 feet; and the house trailer or mobile home is constructed with a pitched and shingled roof; and is placed on a permanent foundation or full basement. Modular homes are permitted in the Subdivision. In addition, no house trailer or mobile home shall be used on any Lot at any time unless it is to be used as a dwelling or residential facility for a single family. Mobile homes and house trailers may not be used for the purposes of storage, demolition, or the dwelling of an additional family on any Lot within the Subdivision.
3. **TEMPORARY STRUCTURES.** Except as provided in Section 4 below, no tent, shack, temporary structure, or temporary buildings shall be placed on any Lot in the Subdivision. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.
4. **CONSTRUCTION.** All residences constructed in this Subdivision must be completed within twenty-four months after the Lot Owner commences construction. Commencement of construction shall include, without limitation, groundbreaking for construction of basements or footings.
5. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
6. **GARBAGE AND REFUSE DISPOSAL.** No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot. All such rubbish, trash, or garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. All such rubbish, trash or garbage shall be stored prior to its removal in sanitary containers or in storage areas which are screened by adequate planning or fencing so as to conceal the materials

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from the view of neighboring residences and from streets and roads in the Subdivision. All rubbish, trash, and garbage must be contained in such a way as to prevent it from being removed from its protective container by elements of weather, including wind and rain. Should the rubbish, trash, or garbage be scattered about during an episode of wind or rain, it shall be the sole responsibility of the resident of the Lot from which the rubbish, trash, or garbage originated to collect and dispose of the rubbish, trash, or garbage properly and according to the aforementioned specifications.

7. HAZARDOUS ACTIVITIES. No activities shall be conducted on any Lot in the Subdivision and no improvements shall be constructed on any Lot within the Subdivision which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged in the Subdivision and no open fire shall be lighted or permitted in the Subdivision except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace; provided, however, garbage and refuse may be disposed of by burning in a container covered with a screen to prevent the spread of sparks or burning debris.
8. NUISANCE. No noxious or offensive activity shall be carried on in the Subdivision nor shall anything be done in the Subdivision which is or may become an annoyance or nuisance to other Owners in the Subdivision. All activities which are a violation of any applicable statute, ordinance, or governmental regulation are prohibited.
9. SOUNDS AND ODORS. No sound or odor may be emitted from any Lot within the Subdivision which is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, other than outdoor telephone buzzers and bells and security devices used exclusively for security purposes, shall be located or used in the Subdivision. No motorized vehicles may be operated in the Subdivision unless those vehicles are equipped with adequate mufflers.
10. ANIMALS. Horses, cattle, llamas, donkeys, swine, sheep, goats, and other livestock may be kept on a Lot provided the property is fenced in an animal-tight manner. No wild animals may be kept in the Subdivision. Hogs must be maintained and confined to a barn or within a hog fence. Any hog fence must be of such construction as to retain the hogs within its boundaries and to keep the totally screened and concealed from the view of neighboring residences and from the streets in the Subdivision. Chickens shall be maintained and confined to a barn or chicken coop; provided, however, any chicken coop

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area must be fenced with chicken wire and enclose an area not to exceed 1000 square feet.

Household pets shall be kept confined or on a leash within the boundaries of the Owner's Lot. No more than two dogs and two cats shall be kept and maintained by any single household. Litters of dogs and cats may be kept in the Subdivision until the age of three months is reached, at which time any animals in excess of the above stated limit must be vaccinated against rabies and licensed as required by any applicable governmental authority.

Every owner of a pet shall maintain strict control over his pet and shall prohibit the pet from making loud disturbing noises or any other behavior reasonably annoying to other Lot owners.

11. MAINTENANCE. Each owner shall keep his Lot in a clean, safe, attractive, and sightly condition and keep his Lot and the improvements placed thereon in good repair. In the event of damage to or destruction of any of the improvements located on a Lot, the Owner thereof shall cause the damaged or destroyed improvements to be restored to its original condition or replaced within a reasonable period of time, or the Owner shall cause the damaged or destroyed improvement to be demolished and removed from the site and the site suitably landscaped.
12. SIGNS. No sign poster, billboard, advertising device or display of any kind shall be erected or maintained in the Subdivision so as to be evident to public view. A sign advertising an individually owned Lot for sale or for lease may be placed on such individually-owned Lot; provided, however, that the dimensions, color, style and location of such sign shall not exceed five (5) square feet in area.
13. MINERAL ACTIVITIES. Anything in these covenants to the contrary notwithstanding, nothing in these covenants shall restrict, impair, or in any way limit the right of any coal, oil, gas, uranium, fissionable materials, precious metals, shale, scoria, gravel, and other minerals, of every kind and character, (hereafter referred to as "minerals"), in or underlying the Subdivision or their designees, lessees, successors or assigns, to explore, drill mine, develop, or produce those minerals from the Subdivision, and the owners, their designees, lessees, successors and assigns shall have the right to use the lands in the Subdivision and to operate such vehicles and equipment there on as they desire in order to conduct mineral operations in the Subdivision, and nothing in these covenants shall restrict or

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impair the Declarants' right to explore for, drill, produce, and utilize water from the subdivision.

## AMENDMENT

Declarants may amend these covenants at any time before Declarants have sold seventy percent of the lots in the Subdivision. Once eighty percent of the original lots in the Subdivision have been sold and conveyed by Declarants, these covenants may be amended or altered upon the approval of the owners of seventy percent of the original lots in the Subdivision.

## MISCELLANEOUS

1. These covenants are to run with the land and shall be binding upon all persons claiming under them for a period of twenty-five years from the date of this Declaration. These covenants shall be automatically extended for successive periods of ten years unless an instrument signed by seventy percent of the then owners of the lots has been recorded, agreeing to repeal or amend these covenants.
2. If anyone violates or attempts to violate any of these covenants, any owner of any lot in the Subdivision may bring a suit against the person or persons violating or attempting to violate the covenant in order to prevent them from violating or attempting to violate the covenants, or to recover damages incurred in prosecuting this suit, including a reasonable attorney's fee, and for liquidated damages in the amount of \$25.00 per day until the violation is cured; provided, however Declarants shall under no circumstances be liable for costs incurred in prosecuting any suit against it for attorney fees or for liquidated damages.
3. If Campbell County imposes any limitations on the use or development of these lots which is more restrictive than the restrictions imposed by these covenants, then the more restrictive limitations of Campbell County shall take precedence over these covenants.
4. Invalidation of any of these covenants by judgment or court order shall in no way effect the validity of any of the other provisions of these covenants, which shall remain in full force and effect.

Dated this 10<sup>th</sup> day of Feb, 2003.

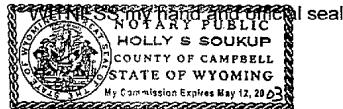
By: m. Fearn  
Debra Fearn

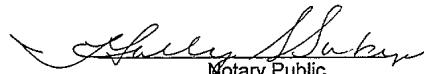
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## State of Wyoming

## County of Campbell

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day  
of Feb, 2003 by Marvin T. and Patricia A. Frear, owners of  
Carrington Estates Subdivision.



  
Notary Public

My Commission Expires: 5/12/2003

STATE OF WYOMING } ss.  
Campbell County  
Filed for record this 20th day of February A.D. 2003 at 11:48 o'clock a.m. and recorded in Book 1842  
of Photos on page 401-406 Fees \$ 23.00 12-4388  
Sherry Saunders Jeanne Warkett  
County Clerk and Ex-Officio Register of Deeds