

513617

RESTRICTIVE COVENANTS

1. Whereas, the undersigned, being the owner of certain real property, Township 50 North, Range 71 West, 6th P.M., Section 14: NW $\frac{1}{4}$ SE $\frac{1}{4}$ , in Campbell County, Wyoming, and WHEREAS said owner desires to place certain restrictive covenants on said property and adjoining property, it is 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. (LEGAL ATTACHED)
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, 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 same to flow onto adjoining properties.

5. SKIRTING: Any mobile home on premises shall be skirted within six (6) months 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 FOR 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. NO INDIVIDUAL SEWAGE disposal systems shall be

permitted unless such system be constructed in accordance with requirements of the State and County Regulations.

12. 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.
13. 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 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.
14. 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.
15. 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.
16. ROADS: Each owner of a lot or lots shall maintain in good condition all roads dedicated by the official plat of said subdivision as a public road that are immediately adjacent to the lot owner's property, or pass through the property, regardless of destination or

purpose.

- 17. COMMON EASEMENTS: Easement 33' each side of parcel boundary for road or utilities shall be dedicated to common use to serve the above described land. Said easement is not generally dedicated to public use but owner of the tract so burdened may dedicate to public use at any time, a parcel of land, 40 acres more or less known as a 1/4 of 1/4 section.
- 18. MUTUAL MAINTENANCE: Each owner shall share pro-rate, i.e., constructing a legal fence if wanted by any adjoining owner. If any owner shall keep animals he shall keep fences in such condition as to prevent those animals from roaming upon the lands of others.

DATED this 21 day of June, 1982.

WEST FOURTH STREET ASSOCIATES

By: [Signature]  
John M. Daly

[Signature]  
Danny Griffith

STATE OF WYOMING    )  
                                  ) ss.  
County of Campbell )

The above and foregoing instrument was sworn to before me by Danny Griffith, on this 15<sup>th</sup> day of June, 1982.

Witness my hand and official seal.

[Signature]  
Notary Public



Commission Expires: 7-23-82

STATE OF WYOMING )  
 ) ss.  
County of Campbell )

The above and foregoing instrument was sworn to before me by John M. Daly, on this 21<sup>st</sup> day of June, 1982.

Witness my hand and official seal.

Teresa G. Vessa  
Notary Public

My Commission Expires:



STATE OF WYOMING }  
Campbell County } ss.

Filed for record this 22nd day of June A.D. 1982 at 4:02 o'clock P. M. and recorded in Book 619 of Photos on page 516 Fees \$ 12.25

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

RECORDED ✓  
ABSTRACTED ✓  
INDEXED ✓  
CHECKED ✓

By Deputy Connie Annemann **513617**



898509

COVENANT SUBDIVISION  
A SUBDIVISION OF CAMPBELL COUNTY, WYOMING  
In the NWSE of Section 14, T50N R71W

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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THIS DECLARATION is made by Jim R. Carson, 4 Canterbury Court, Gillette, Wyoming 82716, hereinafter referred to as Declarant:

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property (hereinafter described as "Lots, Subdivision, Property, Properties", or like terms) situate in Campbell County, Wyoming, which property is more particularly described on the plat map for the Covenant Subdivision as filed for record with the County Clerk and Recorder of Campbell County, Wyoming, a copy of which is attached hereto as Exhibit "A", which description of the real property is incorporated herein by reference; and

WHEREAS, in order to establish a general plan for the improvement and development of the property within the subdivision, Declarant desires to subject the property to certain covenants, conditions and restrictions (hereinafter referred to as "Covenants" or "Declaration"), to which all of the Lots shall be subject to, held, improved, and conveyed; and

WHEREAS, Declarant will convey the Lots subject to the protective covenants, conditions and restrictions, as set forth herein.

NOW, THEREFORE Declarant declares that all of the Lots described above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with the Lots and be binding upon all parties having any right title and interest in the described Lots or any part, their heirs, successors and assigns, shall inure to the benefit of each Owner, and which are intended not to be merely personal.

ARTICLE I  
DEFINITIONS

Section 1. As used in this Declaration, the following definitions shall apply.

- (a) "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (b) "Lot" means certain real property within the subdivision as set forth on Exhibit "A".
- (c) "Covenants" means collectively the covenants, conditions, and restrictions 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. These covenants, restrictions, and conditions 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(s) of each Lot, but also their successors and assigns. All such covenants, conditions, and restrictions are intended as and are declared to be covenants that run with the land and are perpetually binding in nature.

ARTICLE III  
USE OF RESIDENTIAL LOTS

Section 1 - USE: Each Lot within the subdivision shall be constructed, improved, used and occupied only for private residential purposes consistent with the Zoning Regulations for Campbell County and these Covenants in effect on the date that the construction, improvement use or occupation begins.

- (a) No more than one single-family dwelling shall be constructed on each lot. Out buildings may be constructed so long as the appearance of the out building is substantially similar to the residential dwelling. All home construction shall be "stick built", modular, or double-wide mobile homes. However, modular or double-wide mobile homes must be new or like new, and in no event more than two (2) years old when installed on any Lot. No mobile homes designed as a single-wide regardless of square footage shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes of 1,150 square feet, exclusive of porches, terraces, and garage. All construction shall be done with new materials, including utilities, and shall meet the building codes for Campbell County, Wyoming in force on the date construction begins. Two mobile homes designed as a single-wide and connected together shall not constitute a double-wide and shall not be permitted. All modular homes and double-wide mobile homes shall be skirted with color coordinated skirting within three (3) weeks of the dwelling being moved upon the Lot. All skirting shall be vinyl, stone, or masonite siding. All homes, including double-wide mobile homes, shall have a pitched roof. All buildings and structures shall be constructed and maintained in such a fashion and of such materials so as not to detract from living conditions in the area. All exterior colors shall be subdued and in the earth tone or light pastel range. No bright or garish colors shall be permitted. Construction of any home shall be completed within one year of the start of construction.
- (b) Perimeter Fencing. If owners install perimeter fencing on their Lots, such fencing shall, at a minimum, conform to the following sheep-tight agricultural standard: wooden or similar strength corner braces, wooden or similar strength H-braces where necessary and on either side of any gate, one 6-inch wooden fence post followed by no more than three steel posts, spaced no further than 15 feet apart, 36-inch high woven sheep-tight wire, with at least two strands of no less than 12 gauge CF&I barbed wire string above the woven wire. Nothing herein shall prohibit other types of scenic or functional fencing.

Section 2 - LIVESTOCK/PETS:

- (a) Horses, milk cows, meat steer, sheep, llamas, or goats may be kept by Lot Owner provided the Lot Owner installs fencing around the perimeter of the Owner's Lot, according to the fencing standard set forth herein. No other livestock animals are allowed, including, but not limited to: pigs, chickens, peacocks or other poultry, domestic ducks, domestic geese, and so forth. No more than one (1) livestock animal per 1.5 acres shall be allowed on the property of any Lot Owner. No Owner shall allow his Lot to be over-grazed.
- (b) Dogs, cats, hamsters, guinea pigs, and fish may be kept by Owner. No other pets are allowed. All animals are to be confined to the Lot Owner's property unless on a leash or otherwise controlled.
- (c) No commercial enterprise involving livestock or pets shall be permitted. All livestock and pets must be provided a sanitary and clean environment

Section 3 - RUBBISH AND TRASH COLLECTION: No Lot shall be used or maintained as a dumping or collection ground for rubbish. 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 for private pick-up and removal of garbage at least once every two weeks and for paying all costs associated therewith. All refuse containers, storage areas, machinery, and equipment shall be maintained in a clean and sanitary manner and secured so trash containers or garbage may not be blown or scattered in any manner.

Section 4 - VEHICLES: Motor vehicles, boats, snowmobiles and trailers used for transport of the same kept on the property shall not exceed eight at any time, (not including those of guests who are visiting for durations of less than one week) and shall be stored in a neat and orderly fashion.

Section 5 - NUISANCES: No nuisances or offensive activity shall be carried on within the subdivision, nor shall anything be done or permitted which shall constitute a public nuisance; nor shall anything be done or permitted which will endanger any person. No speeding or reckless driving will be permitted in the subdivision. Loud music, loud noises and barking dogs will be considered an annoyance and nuisance and shall be considered a violation of these Covenants.

Section 6 - INTERFERENCE WITH EASEMENT: No owner shall place any permanent structure, foundation, accessory building, or object over an easement.

Section 7 - SIGNS: Signs shall not be permitted except for 1.) A "FOR SALE" sign not to exceed 2' x 3' in size, or 2.) Name/residence signs of a reasonable size done in a tasteful manner and posted in accordance with local laws and regulations.

Section 8 - 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, except for a development construction or sales office, which shall be removed upon the sale of the last Lot.

Section 9 - HUNTING: No hunting or discharge of firearms shall be allowed on any Lot.

Section 10 - COMMERCIAL USE: This is a residential subdivision. No part of any Lot shall be used or caused to be used for any business or commercial activity.

#### ARTICLE IV GENERAL PROVISIONS

Section 1 - ENFORCEMENT: Lot owners shall have the exclusive right to enforce, by any proceeding at law or in equity, all, restrictions, conditions, or covenants, imposed by this Declaration. Enforcement shall be by proceeding at law or in equity against any person or persons in accordance with the provisions contained herein. Failure by any lot owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 - SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

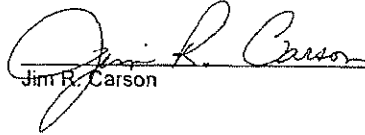
Section 3 - DURATION AND AMENDMENT: These covenants are perpetual in nature, shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by no less than 75% of the then owners of the Lots has been recorded in the Campbell County land records agreeing to the change or abrogation of the covenants in whole or in part.

Section 4 - ATTORNEY FEES: If any action is taken to enforce these covenants, the prevailing party shall be entitled to reimbursement of their attorney fees and litigation costs from the non-prevailing party.

Section 5 - BINDING EFFECT: These Covenants are binding upon and inure to the benefit of the heirs, successors and assigns of the Declarant and the Lot Owners. The lease, rental or execution of a contract for deed, or similar contract, regarding Lot does NOT relieve the owner of any liability or the responsibility to comply with these Covenants, which liability and responsibility shall survive any delegation, lease, rental, or contract for deed, and is binding upon the Owner(s).

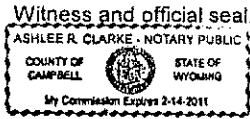
Section 6 - INTERPRETATION OF LANGUAGE USED: As the context of the language used in this Declaration suggests, the masculine shall include the feminine, and the singular shall include the plural.

DATED this 29 day of August, 2007.

  
Jim R. Carson

STATE OF WYOMING )  
  )S  
COUNTY OF CAMPBELL )

The foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS was acknowledged before me on the 29<sup>th</sup> day of August, 2007 by Jim R. Carson.



  
Notary Public

My commission expires: 2-14-2011



COVENANT SUBDIVISION  
A SUBDIVISION OF CAMPBELL COUNTY, WYOMING  
In the NWSE of Section 14, T50N R71W

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AMENDED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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Amendment of pg.3

a) Only lot 4 can be sub divided

b) No more than one single-family dwelling be constructed on each lot.

Out buildings may be constructed so long as the appearance of the out building is substantially similar to the residential dwelling. All home construction shall be "stick built", modular, or mobile homes.

However, modular, or mobile homes designed as a single-wide regardless of square footage shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes.

All construction shall be done with new materials, including utilities, and shall meet the building codes for Campbell County, Wyoming in force on the date construction begins.

All buildings and structures, shall be constructed and maintained in such a fashion and of such materials so as not to detract from living conditions in the area. All exterior colors shall be subdued and in the earth tone or light pastel range.

Construction of any home shall be completed within of one year of the start of construction.

c) (Perimeter Fencing)

If owners install perimeter fencing on their Lots, such fencing shall, at a minimum, conform to the following sheep-tight agricultural standard:

Wooden or similar strength corner braces, wooden or similar strength H-braces where necessary, on either side of any gate. One 6-inch wooden fence post followed by no more than three steel posts, spaced no further than 15 feet apart, 36-inch high woven sheep-tight wire, with at least two strands of no less than 12 gauge CF&I barbed wire string above the woven wire. Nothing herein shall prohibit other types of scenic or functional fencing.

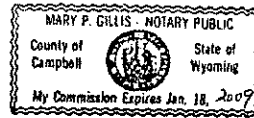
d) Lot 4 has 22.87 acres that can be sub-divided by owner and has an existing 16x80 mobile home to be Grand Fathered in as is.

Preparer Gail A. Herdt

Owner Jim Carson

Done on November 27, 2007

Notary \_\_\_\_\_



*State of Wyoming  
County of Campbell*

*Subscribed and sworn to (affirmed) this  
27th day of Nov. 2007 by Gail A. Herdt  
and Jim Carson.*

*Mary P. Gillis  
Notary Public*

Section 2 - LIVESTOCK/PETS:

- (a) Horses, milk cows, meat steer, sheep, llamas, or goats may be kept by Lot Owner provided the Lot Owner installs fencing around the perimeter of the Owner's Lot, according to the fencing standard set forth herein. No other livestock animals are allowed, including, but not limited to: pigs, chickens, peacocks or other poultry, domestic ducks, domestic geese, and so forth. No more than one (1) livestock animal per 1.5 acres shall be allowed on the property of any Lot Owner. No Owner shall allow his Lot to be over-grazed.
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Section 5 - NUISANCES: No nuisances or offensive activity shall be carried on within the subdivision, nor shall anything be done or permitted which shall constitute a public nuisance, nor shall anything be done or permitted which will endanger any person. No speeding or reckless driving will be permitted in the subdivision. Loud music, loud

noises and barking dogs will be considered an annoyance and nuisance and shall be considered a violation of these Covenants.

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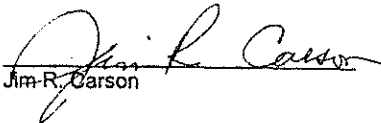
which time these covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by no less than 75% of the then owners of the Lots has been recorded in the Campbell County land records agreeing to the change or abrogation of the covenants in whole or in part.

Section 4 - ATTORNEY FEES: If any action is taken to enforce these covenants, the prevailing party shall be entitled to reimbursement of their attorney fees and litigation costs from the non-prevailing party.

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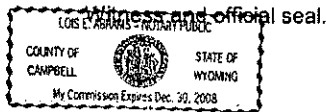
Section 6 - INTERPRETATION OF LANGUAGE USED: As the context of the language used in this Declaration suggests, the masculine shall include the feminine, and the singular shall include the plural.

DATED this 27<sup>th</sup> day of November, 2007.

  
Jim R. Carson

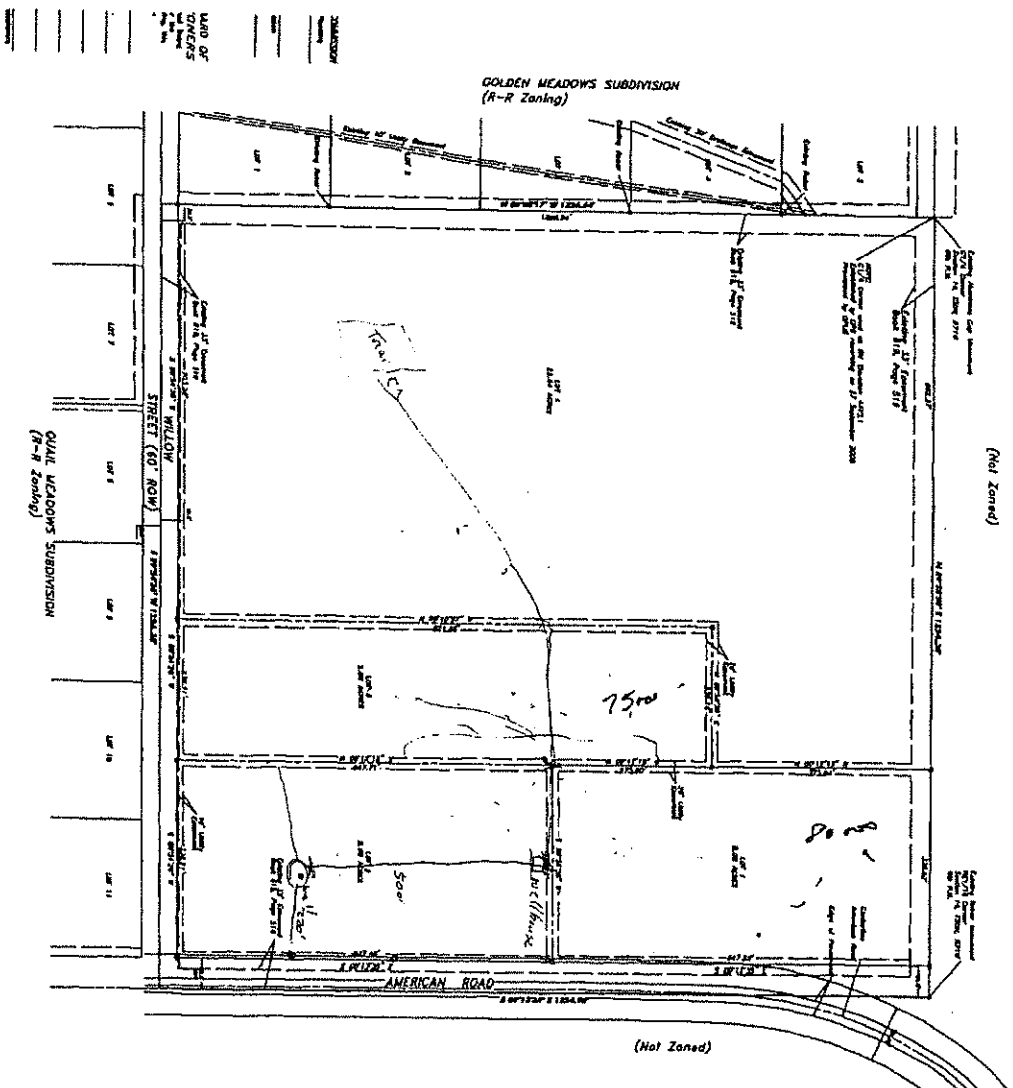
STATE OF WYOMING )  
  )S  
COUNTY OF CAMPBELL )

The foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS was acknowledged before me on the 27 day of November 2007 by Jim R. Carson.



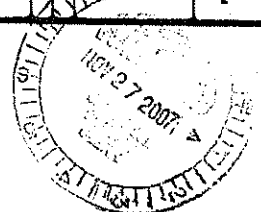
  
Lois C. Abrams  
Notary Public

My commission expires:



<b>FINAL PLAT FOR JIM CARSON COVENANT SUBDIVISION CAMPBELL COUNTY, WYOMING</b>	Auditee Registered Materials Testing Surveying and a variety of other Wyoming state certified services	Date: 11/27/2007 Time: 1:10:00 User: C. KLINGLER
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902988 Recorded on 11/27/2007 at 1.10.00 Fee 26.00  
 Book 2318 of PHOTOS Pages 287 to 288  
 Susan F. Saunders, Campbell County Clerk by: C. KLINGLER



RECORDED  
 ABSTRACTED  
 INDEXED  
 CHECKED