

By: KLC
2023-05419 Recorded on 8/24/2023 at 11:15:38 AM
CINDY J. LOVELACE, Campbell County Fee \$36.00 Page 1 of 9

Final- dk 5/31/23

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CHALK HILLS SUBDIVISION**

THIS DECLARATION is made on this day hereinafter set forth by the Declarant described herein as the legal owner of the property situated in Campbell County, Wyoming, described herein.

**ARTICLE I
DEFINITIONS**

1. The "Declarant" shall mean and include the following: Vertex Investments, LLC, a Wyoming limited liability company.
2. The "Land" shall mean the following-described real property located in Campbell County, Wyoming:

Described in Exhibit "A" attached hereto.

The Land is also collectively referred to as "Chalk Hills Subdivision."

3. "Lot" or "Lots" shall mean any parcel or parcels of real estate contained within the Land.
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 or part of the Land, 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 Chalk Hills 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 subdivision thereof, to certain conditions, covenants, and restrictions.

NOW THEREFORE, the Declarant hereby declares 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
CHALK HILLS SUBDIVISION HOMEOWNERS ASSOCIATION**

1. Creation of the Lien and Personal Obligation of Assessment. The Declarants, for each lot owned with the properties, hereby covenant, 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 agrees to become a member of the Chalk Hills Subdivision Homeowner's Association, hereinafter referred to as the



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"Association", with one vote per lot and agrees to pay to the Chalk Hills Subdivision Homeowner's Association:

- a. Monthly, or more frequent if necessary for the operating reasons, assessments or charges,
- b. Special assessment for all road repairs.

2. Purpose of Assessment: The assessments levied by the Association shall be used exclusively for all road repairs.

3. Assessments: The assessments for the Chalk Hills Subdivision Homeowner's Association will be \$25.00 per month per lot.

4. Notice and Quorum for Any Action Authorized under Section 3: Regular meetings of the 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 fifty-one percent (51%) of all members with said percentages to be made up of people attending in person and those voting by proxy.

5. Road Repairs: All repairs to the common roads through Chalk Hills 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(s) of the non-paying owner(s), as of the time of the majority of the lot owners cause to be recorded in the office of the 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 IV GENERAL RESTRICTIONS ON ALL LOTS

1. General Restrictions. Where general restrictions are more restrictive than Campbell County Zoning restrictions, the general restrictions contained herein prevail.

2. Private Residential Use. Each Lot shall be constructed upon, improved, used and occupied only for private residential purposes. No business, commercial, industrial, or manufacturing activity, other than a daycare, or business conducted on the Internet, or sale of goods or services contained within a structure or outside of the property, is permitted, whether or not conducted for profit.

3. Declarant's Reserved Right of Agricultural Use. The Declarant reserves the right to use any or all of the Land owned by The Declarant for agricultural and ranching purposes until such time as the Land is sold to a third party, at which time the restrictions in this Article and Article XIX shall apply to the Land sold. At such time as The Declarant owns two (2) Lots or less of the Land, this Article and Article XIX shall apply to The Declarant's Land.

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4. Building Restrictions/Construction.

- a. In addition to the single-family residence, a single Additional Dwelling Unit (ADU) may be constructed on any lot, as provided for in paragraph D herein, if allowed by the Campbell County Zoning Regulations.
- b. All permanent residence construction shall be stick-built, log, or modular homes.
- c. Temporary dwellings are subject to approval by the Campbell County Planning and Zoning Division through the Temporary Use Permit process. Mobile homes, manufactured homes, or trailer houses are permitted as temporary dwellings, for a period of time not to exceed one (1) year from the date the temporary dwelling is placed on the Land. No structure shall have a tar-paper exterior. All exteriors shall be of wood, natural stone, brick, stucco, cement board, steel, or other industry standard siding only. The paint color of any residential dwelling must be earth tones, but this shall not be deemed to exclude any of the exteriors allowed herein as long as the same are earth tones. All roof materials shall consist of wood shakes, asphalt shingles, metal, tin, or colored concrete roof tile.
- d. Upon completion of the principal residence, the Owner may construct a guest house on the Lot. A guest house is subject to all construction requirements set forth herein. However, in the event that the owner elects to build a guest house, as a temporary dwelling, before building the principal residence, then the Owner shall commence construction of the principal residence, pursuant to the requirements of this Article, within one (1) year after completion of the guest house.
- e. All outbuildings, such as barns, detached garages, stables or sheds, shall be stick-built, log or pole barn construction. There shall be a limit of four (4) total outbuildings per Lot. Outbuildings' exterior shall be completely finished, and not be tar paper or slab wood.

ARTICLE V MINIMUM SETBACK REQUIREMENTS

Each structure on a Lot shall have a twenty (20) foot minimum setback distance measured from any Lot boundary line to the nearest wall of a structure.

ARTICLE VI LANDSCAPE DEVELOPMENT

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

ARTICLE VII LANDSCAPE DEVELOPMENT

No vehicles, trailers or any other vehicular equipment shall be parked along any of the dedicated public access easement located within the Land with the exception of trailers used pursuant to the

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construction process. Un-licensed, unused, stripped down, partially wrecked, immobile or inoperable vehicles may not be stored on the Land unless they are stored in approved outbuildings.

ARTICLE VIII SANITARY SYSTEMS

All septic tanks or other sewage disposal systems must be designed, located, constructed and maintained in accordance with the regulation, requirements and standards of the Wyoming Department of Environmental Quality and any other State or County agency having jurisdiction over the Land. All systems must be properly permitted and approved by the Campbell County Public Works Department.

ARTICLE IX PROHIBITION AGAINST NOXIOUS ACTIVITY ON LOTS

No noxious activity shall be permitted on any Lot which is 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.

ARTICLE X 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 XI TEMPORARY AND GUEST QUARTERS

With the exception of a motor home or travel trailer as allowed in this Article, no structure of a temporary character, such as a mobile home, travel trailer, motor home, basement, tent, shack, garage or other building shall be used on any Lot at any time as a residence, either temporarily or permanently, However:

1. An Owner or Owner's guest may locate or live in a motor home or travel trailer on a Lot for up to three separate thirty-day (30) periods per calendar year, provided that the motor home or travel trailer is removed from the Lot for at least ten (10) days between the periods of location and occupancy.
2. An Owner may locate and live in a motor home or travel trailer on his or her Lot for a period not to exceed twelve (12) months during the term of construction of the permanent dwelling upon the Lot. The motor home or travel trailer shall be promptly removed, or stored in or adjacent to an outbuilding or the residence after completion of the permanent residence pursuant to these Covenants. Temporary dwellings are subject to approval by the Campbell County Planning and Zoning Division through the Temporary Use Permit process.

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ARTICLE XII
OWNER LIABLE FOR LESSEE

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

ARTICLE XIII
TELEPHONE, ELECTRICAL AND UTILITY WIRES

It shall be the Owner's option to go underground, or overhead, with the electrical and utility wires from the trunk lines to each residence.

ARTICLE XIV
FENCES

1. Any Owner maintaining livestock, as provided in Article XIX, shall fence the Lot to restrain the livestock from running at large on the Land.
2. Fences constructed on a Lot shall be rail or other suitable open wood construction or smooth wire, barbed wire, steel pipe or steel/ wood gate construction. Fence material and design shall be subject to approval pursuant to Article V herein. Fences shall be kept in good repair at all times.

ARTICLE XV
SIGNS

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

ARTICLE XVI
OTHER PROHIBITED USES

1. With the exception of a business conducted pursuant to Article IV.1., no part of a Lot shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or other non-residential purpose, including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, commercial trucking, construction yard, or place of amusement.
2. Hunting. No hunting by the general public shall be allowed on any Lot. Owners and their invitees may use non-high-powered firearms to hunt on Owners' Lots.

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ARTICLE XVII
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 XVIII
ANIMALS AND LIVESTOCK

Owners may maintain no more than one (1) head of livestock per one and one-half (1 ½) acres. All domesticated animals, including household pets, must be restrained from running at large on the Land. No commercial animal breeding operation shall be allowed on the Land. This Article is subject to the Declarant's rights set forth in Article IV,2. Herein.

ARTICLE XIX
NO SUBDIVISIONS, GRANT ACCESS EASEMENT, OR HIGHWAY APPROCHES

1. No Owner may further subdivide a Lot, excluding either by formal subdivision or by sale of a Lot, in more than one parcel.
2. No Owner shall grant an easement for access or allow access across his or her Lot to adjoining properties that are not part of the Land.
3. No Owner shall be allowed to obtain additional highway approaches from Campbell County Road and Bridge.

ARTICLE XX
RUBBISH AND TRASH COLLECTION

No Lot shall be used or maintained as a dumping ground for rubbish or trash. All rubbish, trash or garbage shall be regularly removed from each Lot, and shall not be allowed to accumulate thereon. There shall be no trash burning. Each 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 sanitary manner and secured so trash may not be blown or scattered in any manner.

ARTICLE XXI
RIGHT TO FIRST REFUSAL PRIOR TO CONSTRUCTION

The Declarant shall have a right of first refusal to purchase any Lot that is being sold if the Owner has not commenced construction on the property. The Owner shall provide written notice of any offer received to purchase their vacant Lot, and The Declarant shall have fifteen (15) days to provide written notice to the Owner of The Declarant intent to exercise this right of first refusal. This right of first refusal expires when 3 of the 5 Lots have been sold.

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ARTICLE XXII
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 provision 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 Lot, 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 the Declarant at any time before the Declarant has sold seventy-five percent (75%) of the lots in the Subdivision. Once seventy-five percent (75%) of the original lots in the Subdivision have been sold and conveyed by the Declarant, these Covenants may be amended or altered by the approval of the owners of seventy-five percent (75%) of the original lots in the Subdivision. No matter how many Owners there are of any given Lot, each Lot shall only have one vote.

4. **Enforcement.** Any Owner, or subsequently formed Homeowners' Association or Improvement and Service District, or any Officers thereof may institute proceedings at law or in equity to enforce any of the provisions of this Declaration, to restrain any individual or entity from violating or threatening to violate these Covenants, to recover damages, both actual and punitive, for such violation, and shall be entitled to collect all attorneys' fees and collection costs incurred in the successful enforcement of these Covenants. Failure to enforce any Covenant herein contained shall on no event be deemed a waiver of the right to do so.



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IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set his hand this
the 8 day of August, 2022 2023 JK

DECLARANT

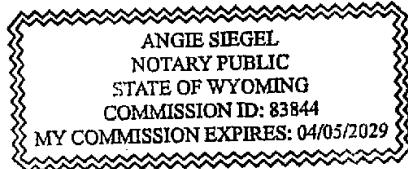
Vertex Investments, LLC, a Wyoming limited liability
company Jordan Roberts Jordan Roberts,
Managing member MANAGING MEMBER

STATE OF WYOMING

CAMPBELL COUNTY

The above and forgoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOFTY
RIDGE ESTATES was acknowledged before me by Jordan Roberts, a Managing Member of Vertex
Investments, LLC, a Wyoming limited liability company on this 8 day of August, 2022 2023 JK

C WITNESS my hand and official seal.



Angie Siegel
Notary Public

My commission expires: 4-5-29

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EXHIBIT "A"

Chalk Hills Subdivision, Located in:

The SE1/4, NW1/4, of Section 17, T49N, R69W of the 6th P.M., Campbell County, Wyoming, more particularly described as follows:

Commencing at the north one-quarter corner of said Section 17, monumented by a spike, from which the northwest corner of said Section 17 bears S89°31'38"W, a distance of 2701.52 feet, basis of bearing for this description;

Thence along the north/south mid-section line S00°00'02"W, 1336.75 feet to the point of beginning;

Thence continuing along said north/south line S00°00'02"W, a distance of 1336.75 feet to the southeast corner of the Northwest quarter;

Thence along the south line of said northwest quarter S89°07'46"W, a distance of 1346.31 feet to the southwest corner of the Southeast quarter of the Northwest quarter;

Thence along the west line of said Southeast quarter of the Northwest quarter N00°05'49"W, a distance of 1341.40 feet to the northwest corner of said Southeast quarter of the Northwest quarter;

Thence along the north line of said Southeast quarter of the Northwest quarter N89°19'43"E, a distance of 1348.53 feet to the point of beginning.

Said parcel contains 41.42 acres, more or less.

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