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758641

STATE OF WYOMING )  
 ) SS.  
COUNTY OF CAMPBELL )

TO THE PUBLIC:

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

BY WES C. DAVIS, MICHELLE N. DAVIS AND BRIAN BEGGER  
OF LANDS KNOWN AS CARTER SUBDIVISION

THIS DECLARATION made on February 7, 2000, by Wes C. Davis and Michelle N. Davis, husband and wife, and Brian Begger, a single man, referred to as DECLARANTS.

**WITNESSETH:**

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

The Carter Subdivision in the  
SW 4NE/4, Section 9, Township 50 North,  
Range 72 West, 6th P.M., Campbell County,  
Wyoming.

AND WHEREAS, in order to establish a general plan for the improvement and development of the Property, the DECLARANTS desire to subject the Property, and any and all subdivisions including, but not limited to, any subsequent formation of the Property into an Improvement and Service District, to certain conditions, covenants, and restrictions, upon and subject to which all of the real property shall be held, improved, and conveyed;

AND WHEREAS, DECLARANTS shall convey the said Property, subject to certain protective covenants, conditions, restrictions, liens, and charges set forth;

NOW THEREFORE, DECLARANTS declare that all of the Real Property 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 Real Property or any part, their heirs, trustees, successors and assigns, and shall inure to the benefit and burden of each owner, and which are intended not to be merely personal.

## ARTICLE I DEFINITIONS

Section 1: "CARTER" shall mean and refer to that certain Real Property described above, and such additions as may be brought within the jurisdiction of these Covenants, conditions, and restrictions.

Section 2: "Property" or "Properties" shall mean and refer to that certain Real Property described above, and such additions as may be brought within the jurisdiction of these Covenants, conditions, and restrictions.

Section 3: The term "Covenants" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this DECLARATION.

Section 4: "DECLARANTS" shall mean and refer to Wes C. Davis and Michelle N. Davis, husband and wife, their heirs, trustees, successors and assigns.

Section 5: "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 CARTER, including contract sellers, but excluding those having such interest merely as security for the performance of obligation.

Section 6: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of CARTER with the exception of common areas, if any, and streets.

## ARTICLE II NATURE AND PURPOSE OF COVENANTS

CARTER shall be made up of at least fourteen (14) Lots of approximately 1.44 to 3.1 acres per Lot. The Covenants set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the Property to enhance the value, desirability and attractiveness of the Lots for the benefit of all owners of Lots. These Covenants are imposed upon DECLARANTS, and upon the owners of all Lots, homeowners, landowner's association, Improvement and Service District, and/or the equivalent. Said Covenants are for the benefit of all Lots, and shall bind the owners of all such Lots. Such Covenants shall be a burden upon and a benefit not only to the original owner of each Lot, but also their heirs, trustees, successors and assigns. All such Covenants are intended as and are 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 CARTER shall be constructed upon, improved, used and occupied only for private residential purposes consistent with the zoning regulations of Campbell County, Wyoming, in effect on the date that said construction, improvements, use or occupation begins. No Owner shall seek to modify the current zoning of Lots comprising CARTER, which Lots are currently zoned RR (Rural Residential).

**Section 2: CONSTRUCTION**

All home construction shall be stick built, modular, or double-wide mobile homes, with no mobile home allowed that was built more than ten (10) years prior to placement on the property. A single-wide mobile home shall be allowed on Lot park area only. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,150 square feet. All construction, including utilities, shall meet the building codes for Campbell County, Wyoming, on the date of commencement of the said construction. Two mobile homes designed as single-wides and connected together shall not constitute a double-wide. All dwellings shall be skirted with color coordinating skirting within 3 weeks of the dwelling being moved upon the Lot.

**Section 3: BUILDING PLANS AND APPROVAL**

Any Improvement and Service District organized in accordance with the laws of the State of Wyoming and having jurisdiction over CARTER shall have the authority to vote to approve or disapprove proposed construction and location plans. Neither the Board of CARTER Improvement and Service District nor any representative shall be entitled to any compensation of any kind for services performed pursuant to this Covenant.

No building or structure of any kind, including windbreaks or sheds, shall be erected, placed or altered on any Lot until the construction plans, specifications, materials, and a plan showing the location of the structure have been approved by the Improvement and Service District Board or a landowners association, if no district is formed, except that dwellings moved or erected on or before September 1999, by Owners of Lots of such Lots shall not be required to comply with such pre-approval requirements. In the event the Board or association fails to approve or disapprove within thirty (30) days after plans, specifications and plat plans have been submitted or in the event no suit

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to enjoin the construction has been commenced prior to the completion, approval will not be required, and the related Covenants shall be deemed to have been complied with.

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.

**Section 4: COMMERCIAL USE**

No part of CARTER shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or such other non-residential purposes including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, oil field business, construction yard, livestock or agricultural enterprise, or other public place of amusement. A small home business will be allowed if completely enclosed in a building or the home.

**Section 5: HUNTING**

No hunting by the general public shall be allowed on any Lot.

**Section 6: SEWAGE**

All septic tanks or other sewage disposal systems shall be designed, located, and constructed in accordance with the laws, regulations, requirements, standards and recommendations of the Wyoming Public Health Department, Campbell County, Wyoming, and the laws of the State of Wyoming. Each landowner is responsible for their own system. There is no community sewage system.

**Section 7: WATER SUPPLY**

Each Lot Owner shall utilize as their potable water source water supplied by the Means Water District. Water will be individually metered, and each landowner responsible for all costs in obtaining water for the district.

**Section 8: VEHICLES**

“Vehicle” shall be defined as any device designed to operate on wheels or runners for conveying persons or objects. No inoperable and/or unlicensed vehicle shall be exposed on any Lot in excess of one (1) week. No lot may have more than four (4) operable vehicles.

Section 9: RUBBISH AND TRASH COLLECTION

No Lot shall be used or maintained as a dumping ground for rubbish. All rubbish, trash and garbage shall be regularly removed from each Lot, and shall not be allowed to accumulate. Each Lot owner shall be responsible for arranging for private pick-up and removal of garbage at least once every two (2) weeks and for paying all associated costs. 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.

Section 10: WATER DRAINAGE

Each Lot Owner shall be responsible for insuring that water drainage is continuous and adequate in the portion of the Lot which adjoins with CARTER roads and streets; and to insure that individual Lot landscaping and topography does not adversely impact other Lots or roadways within CARTER. All landowners shall put in a culvert(s) where the driveway meets the subdivision road(s), unless in close proximity to culvert in main subdivision road.

Section 11: UTILITY ACCESS

Lot Owners shall allow utility access for the reading of meters or other measuring devices, and for installation access or maintenance access of any and all utilities, whether public or private, installed in CARTER.

Section 12: MINIMUM ACREAGE: No lot shall be further subdividedSection 13: LIVESTOCK

Livestock and domesticated animals may be owned by Lot Owners provided such livestock is confined to individual Lot Owner property, and as further provided. No commercial enterprise involving livestock shall be permitted. All livestock, poultry, dogs, and other animals must be adequately fenced or contained in a sanitary and clean environment. No Owner shall allow Owners Lot to be overgrazed. In the event any Owner or resident upon said Property shall maintain livestock, poultry, or other animals, said Owner shall be responsible for construction of a fence or enclosure as will restrain and keep all livestock, poultry, and other animals. Pigs of any kind are not allowed. No Lot Owner may own or possess more than two (2) dogs, and no more than one (1) hooved animal per acre. Owners shall be required to comply with, and may enjoy the benefit of Special Use Permits which may from time to time be granted by the appropriate regulatory authorities of Campbell County, Wyoming.

**Section 14: OFFENSIVE ACTIVITY**

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done which may be or become an annoyance or nuisance within CARTER. Barking dogs will be considered an annoyance and nuisance and shall be considered a violation of these Covenants.

**Section 15: AESTHETIC MAINTENANCE**

Any condition considered an eyesore by a majority of the Lot Owners, landowner's association, or Improvement and Service District, or the equivalent, must be corrected upon notification to the offending Owner within thirty (30) days.

**Section 16: TELEPHONE ELECTRICAL AND UTILITY WIRES**

All telephone, electrical and other utility wires and/or cables must be placed underground from the main trunk lines to each principal residence and/or improvement.

**Section 17: IRRIGATION**

Individual wells for the purpose of irrigation shall be allowed as authorized by the State of Wyoming, and Campbell County, Wyoming.

**ARTICLE IV  
ROAD REPAIR AND MAINTENANCE**

All repairs and maintenance to the common roads and streets within CARTER 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, landowner's association, or Improvement and Service District, or its equivalent, a lien against the Property of the non-paying Owner(s) may attach in favor of the paying Lot Owners, as of the time the majority of the Lot Owners cause to be recorded in the Office of County Clerk of Campbell County, Wyoming, a notice of assessment lien, which shall state:

- a. The amount of delinquent assessment and such related charges as may be authorized and assessed by the Declaration; or as may be authorized and assessed by CARTER IMPROVEMENT AND SERVICE DISTRICT or Landowner's Association;
- b. The name and address of the Owner of record of the Lot;

- c. A legal description of the Lot against which the lien has been assessed; and
- d. Such other provisions required by law.

Each Lot Owner shall be a member of the CARTER Improvement and Service District. Assessments of Twenty Five Dollars (\$25.00) per month per Lot shall be assessed, for the primary purpose of building a fund for common road repairs and as may be subsequently assessed by the CARTER Improvement and Service District, or Landowner's Association. Assessments shall not be levied against Lots not yet sold by the DECLARANTS. These assessments are subject to change.

#### ARTICLE V GENERAL PROVISIONS

##### Section 1: COVENANTS RUN WITH LAND

These Covenants shall run with the land and shall be binding upon all Lot Owners, their heirs, trustees, successors and assigns.

##### Section 2: AMENDMENT OF COVENANTS

These Covenants may be amended by agreement of the Lot Owners where seventy-five percent (75%) or more of the land Owners agree in writing for any such amendment.

##### Section 3: ENFORCEMENT

The Lot Owner(s), landowner's association, or Improvement and Service District or its equivalent, shall have the right to enforce, by any proceeding at law or in equity, all Covenants now or after imposed by the provisions of this Declaration. Failure by the Lot Owner(s) to enforce any Covenant contained shall in no event be deemed a waiver of the right to enforce such Covenant(s). Such failure shall not prevent a Lot Owner(s) from enforcing any subsequent Covenant violation.

##### Section 4: ATTORNEY FEES

Any expense reasonably incurred in collecting and/or enforcing any of the above Covenants, which shall include reasonable attorney's fees by the complaining Lot Owner(s), landowners association, or Improvement and Service District or its equivalent, shall be paid by the Lot Owner against whom the Covenants have been successfully enforced.

Section 5: SEVERABILITY

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

IN WITNESS WHEREOF, the undersigned, being the DECLARANTS have set their hand and seal this 7th day of January, 2000.  
February

DECLARANT:

Wes C. Davis  
Wes C. Davis

DECLARANT:

Michelle N. Davis  
Michelle N. Davis

DECLARANT:

Brian Beger  
Brian Beger Beger BB

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

STATE OF WYOMING } ss.

Campbell County  
Filed for record this 9th day of February  
A.D. 2000 at 3:16 o'clock P M. and recorded  
in Book 1585 of Photos RECORDED  
on page 477-484 Fees \$ 20.00 ABSTRACTED  
INDEXED CHECKED

Grant Saunders 759641  
County Clerk and Ex-Officio Register of Deeds  
By Michelle M. Snider  
Deputy

SUBSCRIBED AND SWORN to before me by Wes C. Davis and Michelle N. Davis, husband and wife, this 7th day of January, 2000.  
February

WITNESS my hand and official seal.  
My commission expires April 2, 2002

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

SUBSCRIBED AND SWORN to before me by Brian Beger this 31 day of January, 2000.

WITNESS my hand and official seal.

My commission expires:  
MICHAEL N. PATCHEN - NOTARY PUBLIC  
COUNTY OF CAMPBELL STATE OF WYOMING  
MY COMMISSION EXPIRES SEPT. 24, 2003

Michael N. Patchen  
Notary Public

