

CRESTFIELD SUBDIVISION

CRAIG G. MADER AND DEBORAH A. MADER,  
TRUSTEES OF THE CRAIG MADER FAMILY TRUST

TO THE PUBLIC:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CRESTFIELD  
SUBDIVISION

THIS DECLARATION made on the date hereinafter set forth by THE CRAIG MADER FAMILY TRUST, CRAIG G. MADER and DEBORAH A. MADER, Trustees; referred to as "DECLARANTS",

WITNESSETH:

WHEREAS, DECLARANTS are the owners of a certain property in Campbell County, State of Wyoming, more particularly described as follows:

A Tract of land located in the SWNW, Portion of NWSW of section 6, Township 49 North, Range 72 West of the 6th Principal Meridian, Campbell County, Wyoming and being more particularly described as follows:

Beginning at the W 1/4 of said section 6, said W 1/4 also being the True point of Beginning;

Thence N 00° 32' 40" E, a distance of 1337.13', along the west line of section 6 to the N 1/16 common to said section 6 and section 1;

Thence N 86° 44' 53" E, a distance of 1281.87'; to the CN 1/16 of said section 6;

Thence S 00° 09' 25" W, a distance of 1339.62'; to the CW 1/16 of said section 6;

Thence S 00° 10' 03" W a distance of 210.63' along the 1/16 line to a point on the northerly ROW of Force Road;

Thence southerly along a nontangential curve left with a chord bearing of S 55° 37' 01" W, radius of 969.98' and an arc length of 385.41' along the northerly ROW line of Force Road;

Thence S 44° 14' 05" W a distance of 715.61' along the northerly ROW line of Force Road;

Thence southwesterly along a tangential curve right with a chord bearing of S 57° 03' 19" W, radius of 1301.56' and an arc length of 582.48; along the northerly ROW line of Force Road to a point on the west line of said section 6;

Thence N 00° 33' 58" E, a distance of 1183.60'; along the west line of said section 6 to the True Point of Beginning.

Parcel encompasses 60.28 acres more or less.

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 subdivision thereof, to certain

conditions, covenants, and restrictions, upon and subject to which all of the properties shall be held, improved, and conveyed.

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

NOW THEREFORE, DECLARANTS hereby declare that all of the 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 properties or any part thereof, their heirs, successors and assigns.

Article I  
DEFINITIONS

Section 1:

Crestfield Subdivision shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of these covenants, conditions, and restrictions.

Section 2:

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.

Section 3: DECLARANTS" shall mean and refer to THE CRAIG MADER FAMILY TRUST, CRAIG G. MADER and DEBORAH A. MADER, TRUSTEES, their heirs, successors and assign.

Section 4: Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of obligation.

ARTICLE II  
NATURE AND PURPOSE OF COVENANTS

Crestfield Subdivision, as described above shall be made up of 41 lots, varying in size from 1 acre to approximately 4.9 acres. 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 and lots therein. These covenants are imposed upon DECLARANTS, and the owners of all lots. 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 his heirs, successors and assigns.

Section 1- CONSTRUCTION:

All home construction shall be stick built or modular homes. No mobile homes or doublewide mobile homes shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,500 square feet. All lots shall be zoned RS. Modulars meeting the following criteria will be allowed.

1. The roof pitch will be a minimum of a 5/12 pitch.
2. The exterior foundation will be poured concrete, laid block, brick, or stone. All dwellings will be placed on permanent crawl spaces or basements.

Section 2- BUILDING PLANS AND APPROVAL:

No building shall be erected or placed 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 developers or their designees.

All buildings shall be constructed and maintained in such a fashion and of such materials so as not to detract from the attractiveness of the area.

Section 3 COMMERCIAL USE:

No part of the residential lots shall be used for manufacturing, mercantile storing, vending or any other commercial business or other non-residential purpose including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, oil field business, methane business, construction yard, livestock or agricultural enterprise, or public place of amusement.

Section 4- HUNTING:

No hunting shall be allowed on any lot.

Section 5- SEWAGE:

All dwellings will connect to the central sewer (city of Gillette)

Section 6 VEHICLES:

No inoperable vehicle shall be left exposed on any lot in excess of one (1) week.

Section 7 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 thereon. Each lot owner shall be responsible for arranging for the removal of garbage at least once every week. All refuse containers, 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 8 WATER DRAINAGE

Each owner shall be responsible for insuring that water drainage is continuous in the portion of the lot which adjoins the roadways in front of his lot.

Section 9 UTILITY ACCESS:

Lot owner will allow utility access for the reading of meters or other measuring devices ,and the installation or maintenance of utilities to his property or any adjoining property.

Section 10- MINIMUM ACREAGE:

No subdividing or splitting of lots shall be allowed.

Section 11 LIVESTOCK

Livestock is allowed ONLY on lots 13,14,35, and 36, and will be according to the zoning regulations of Campbell County.. No commercial enterprise involving livestock shall be permitted. No pigs, goats or poultry are allowed. All animals including dogs must be adequately fenced or contained in a sanitary and clean environment. No owner shall over graze his property. In the event any owner or resident upon said property shall maintain livestock or other animals, said owner shall be responsible for construction of such a fence or enclosure as will restrain and keep all livestock, and other animals on his own property.

Section 12 OFFENSIVE ACTIVITY:

No noxious or offensive activities, including those involving snow mobiles, motor cycles and all terrain vehicles shall be allowed upon any lot or on roads nor shall anything be done there on which is an annoyance or nuisance to the neighborhood.

Section 13- AESTHETIC MAINTENANCE:

Within one year of occupancy a minimum of 4000 sq. feet must be landscaped in the front and side yards of each lot, and a minimum of three trees at least five feet tall must be planted and maintained. Any condition considered an eyesore by a majority of the lot owners, homeowners, or landowner's association, or improvement and service district or its equivalent must be corrected upon notification by remaining lot owners, homeowners, or landowners' association, or improvement and service district or its equivalent within thirty (30) days.

ARTICLE III  
ROAD REPAIRS

All repairs to the common roads through Crestfield 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, a lien against the non-paying owner(s) may attach in favor of the paying lot owners, to the lot of the non-paying owner (s),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 by this declaration; or as may be assessed by the remaining lot owners of the Crestfield Estates.
- 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 PROVISIONS

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

These covenants run with the land and are binding upon all lot owners, their heirs and assigns. The lot owners agree to abide by these covenants.

##### Section 2- AMENDMENT OF COVENANTS:

These covenants may be amended by a vote of the lot owners where seventy-five percent (75%) or more of the land owners vote for any amendment.

##### Section 3. ENFORCEMENT:

The lot owner (s), or Improvement and Service District or Home Owners Association or its equivalent shall have the right to enforce, by any proceeding or law or equity, all covenants now or hereinafter imposed by the provisions of this declaration. Failure by the lot owner (s) to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. Such failure shall not prevent the 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 other lot owners 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 herein, has hereunto set its hand and seal the 13<sup>th</sup> day of June 2006.

OWNERS

Craig G. Mader

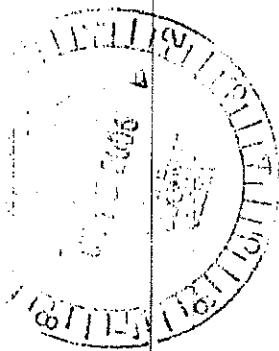
Deborah A. Mader

STATE OF WYOMING

ss.

COUNTY OF CAMPBELL

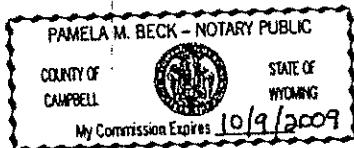
Subscribed and sworn to before me by Craig G. Mader and Deborah A. Mader this 13<sup>th</sup> day of June 2006



WITNESS my hand and official seal.

Pamela M. Beck  
Notary Public

My commission expires: October 9, 2009



STATE OF WYOMING } ss.  
Campbell County  
Filed for record this 13<sup>th</sup> day of June A.D. 2006 at 3:16 o'clock P M. and recorded in Book 2161  
of Photos on page 546-551 Fees \$ 23.00 872617  
By Deputy Clerk Jean Hackett  
County Clerk and Ex-Officio Register of Deeds