

**CANDY ESTATES**  
**SANDRA NORMAN**

892744

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION  
OF CANDY ESTATES**

Sandra Norman, for herself and her assignees, hereby make the following covenants and restriction and they shall apply to and run with the conveyed land; all successive future owners and occupants have the same right to invoke and enforce the covenants. The covenants shall apply to the following property described as:

Candy Estates, a subdivision of the SW 1/4 , Section 24, Township 50 North, Range 70 West, Campbell County, Wyoming.

**Definitions:**

"Association" shall mean and refer to CANDY ESTATES HOMEOWNERS ASSOCIATION, a nonprofit Wyoming association, its members, successor and assigns.

"Owner" shall mean the record owner of a fee simple title to any Lot which is a part of the Subdivision.

"Common Area" shall mean utility easements, water well locations and other property owned by the Association for the common use and enjoyment of the owners.

"Declarant" shall mean Sandra Norman or her successors and assigns.

"Member" shall mean every person or entity who is an owner of a Lot.

"Board of Directors" or "Board" shall refer to the duly elected Board of Directors of the Association.

Section 1. Lots are for residential purposes only.

Section 2. Construction. Doublewides, Modulars and stickbuilt homes only, no singlewides allowed, and no home to be older than 8 years old when put on the lots. All homes must be skirted and be at least 1,340 square feet.

Section 3. Commercial use. No part of residential lot shall be used for commercial purposes. In home businesses such as day care and Ebay will be allowed. Truckers and equipment operators may keep up to three vehicles relating to their business. No commercial signs will be allowed.

Section 4. No hunting or shooting allowed on any lot.

Section 5. Vehicles. No more than two unlicensed vehicle allowed per lot unless inside of a building or behind a solid fence or non-see through fence.

Section 6. Junk, rubbish and trash. No junk or unsightly materials stored on lot. All rubbish, junk, trash and garbage shall be removed at least twice monthly.

Section 7. Livestock. Livestock shall be permitted. No commercial enterprise of livestock will be allowed. Example: No Feedlot, commercial dog kennels, sled dog teams and etc.

Section 8. In addition to these covenants, all State and County rules and regulations must be followed.

Section 9. Declarant has installed a water well, cistern, well house and water taps to service the Lots. The water well is located within the Well Site Easement. Thus, the water well is owned, governed and maintained by the Association. Each Lot Owner will become a member of the Association and sign a water well agreement. Each lot, regardless of the number of owners, shall have one vote.

Section 10. Each owner of any Lot, by acceptance of a deed agrees to pay to the Association: 1. Fees as set forth by the Board of Directors for operating reasons, assessments or charges, and 2. Special assessments as may be needed.

Section 11. There may be underground lines for Osborne Air or other oil and gas companies that are not shown on the plat map. Individual lot owners are responsible for getting a Call One locate before doing any digging or excavating.

Section 12. General Provisions.

**A. 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.

**B. AMENDMENT OF COVENANTS:** These restrictions and covenants may be modified, amended or altered by 80% approval of the owner or owners of all the original platted tracts.

**C. ENFORCEMENT:** The lot owner(s), or Improvement and Service District 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.

**D. 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.

**E. 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 3<sup>rd</sup> day of April, 2006. 2007

OWNER:

Sandra Norman

Sandra Norman

STATE OF WYOMING

ss.

COUNTY OF CAMPBELL

Subscribed and sworn to before me by Sandra Norman this 3<sup>rd</sup> day of April, 2006. 2007

WITNESS by hand and official seal

Billie J. Kwallek  
Notary Public

My commission expires: 1-31-2009



RECEIVED  
MAY 24 2007  
CAMPBELL  
COUNTY  
CLERK

STATE OF WYOMING }  
Campbell County } ss.  
Filed for record this 24th day of May A.D. 2007 at 11:54 o'clock A M. and recorded in Book 2263  
of Photos on page 440-442 Fees \$ 14.00 892744  
Sharon Sanders RECORDED ABSTRACTED INDEXED CHECKED  
County Clerk and Ex-Officio Register of Deeds By Deputy Linda Chase