

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION  
OF CHRIS ESTATES

Evert Hill, for himself and his 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:

Chris Estates, a subdivision of the SE 1/4 SE 1/4 , Section 7, Township 50 North, Range 69 West, Campbell County, Wyoming.

**Definitions:**

“Association” shall mean and refer to CHRIS 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 Evert Hill or his 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.

**Use of Residential Lots**

Section 1. Lots are for residential purposes only, which will be restricted to one single family dwelling.

Section 2. Construction. Manufactured doublewide or triplewide homes, Modulars and stickbuilt homes only, no singlewides allowed. No home to be older than 5 years old when put on lots. All homes at least 24 feet wide, stick built type siding, a pitched and shingled roof. All homes must be skirted. All homes must be put on permanent foundation. All homes must have axles and hitches removed.

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 or on any neighboring lot.

Section 5. Setback. No building shall be located nearer than fifty (50') feet to a property line.

Section 6. Vehicles. No unlicensed vehicle will be allowed on any lot unless inside of a building or behind a solid fence or non-see through fence.

Section 7. Sewage/Septic System. All septic systems to be installed to Wyoming Dept of Environmental Quality (DEQ) and Campbell County Building & Planning Dept. rules and regulations.

Section 8. Junk, rubbish and trash. No junk or unsightly materials shall be stored on lot. All rubbish, junk, trash and garbage shall be removed at least twice monthly. All lots must have refuse containers and/or enclosed storage area and secured so trash may not be blown or scattered in any manner.

Section 9. 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 10. In addition to these covenants, all State and County rules and regulations must be followed.

Section 11. Offensive Activity. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 12. 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 13. Road. The maintenance of this road will be the responsibility of the Homeowners Association.

Section 14. 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 15. Telephone and electrical buried. All Electrical can be overhead to pole with meter box and then must be underground from meter box to home. All telephone services to be buried.

Section 16. No Subdivision. There shall be no subdivision of the property, lots or any tract thereof.

Section 17. 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

**C. AESTHETIC MAINTENANCE.** 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 the remaining lot owners, homeowners, or landowner's association, or improvement and service district or its equivalent within thirty (30) days.

**D. 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.

**E. FENCING OF TRACTS OR LOTS.** All tracts or lots are required to be fenced by the lot owners other than the Declarants. A minimum of a four wire fence to be installed with 180 days of occupancy of the tracts or lots by owner.

**F. 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.

**G. 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 25 day of Oct, 2007.

OWNER:

Evert Hill

*Evert Hill*

STATE OF WYOMING

COUNTY OF CAMPBELL

SS.

Subscribed and sworn to before me by Evert Hill this 25<sup>th</sup> day of October, 2007.

WITNESS by hand and official seal

*Margo Phelps*  
Notary Public

My commission expires: \_\_\_\_\_

903050 Recorded on 11/28/2007 at 12.06.00 Fee 14.00  
Book 2318 of PHOTOS Pages 573 to 576  
Susan F. Saunders, Campbell County Clerk by: L. GROSE



RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION  
OF CHRIS ESTATES  
*RECORDED TO CORRECT LEGAL ON DOCUMENTS RECORDED IN Book 2318  
of PHOTOS PAGES 573-575*

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Chris Estates, a subdivision of the N 1/2 , Section 28, Township 45 North, Range 70 West, Campbell County, Wyoming.

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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. AESTHETIC MAINTENANCE. 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 the remaining lot owners, homeowners, or landowner's association, or improvement and service district or its equivalent within thirty (30) days.

D. 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.

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G. 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 1 day of 10, 2008

OWNER:

Evert Hill

Evert Hill

STATE OF WYOMING

COUNTY OF CAMPBELL

STATE OF WYOMING } ss.  
Campbell County

Filed for record this 10th day of January  
A.D. 2008 at 10:34 o'clock A. M. and recorded  
in Book 2328 of Photos RECORDED  
on page 365-367 Fees \$ 14.00 ABSTRACTED  
INDEXED  
CHECKED

Sharon Saunders 904882

County Clerk and Ex-Officio Register of Deeds

By Leanne Blackford  
Deputy

ss.

Subscribed and sworn to before me by Evert Hill this 10 day of Jan, 2008.

WITNESS by hand and official seal

Audrey Johns  
Notary Public

