

898509

COVENANT SUBDIVISION
A SUBDIVISION OF CAMPBELL COUNTY, WYOMING
In the NWSE of Section 14, T50N R71W

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made by Jim R. Carson, 4 Canterbury Court, Gillette, Wyoming 82716, hereinafter referred to as Declarant:

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property (hereinafter described as "Lots, Subdivision, Property, Properties", or like terms) situate in Campbell County, Wyoming, which property is more particularly described on the plat map for the Covenant Subdivision as filed for record with the County Clerk and Recorder of Campbell County, Wyoming, a copy of which is attached hereto as **Exhibit "A"**, which description of the real property is incorporated herein by reference; and

WHEREAS, in order to establish a general plan for the improvement and development of the property within the subdivision, Declarant desires to subject the property to certain covenants, conditions and restrictions (hereinafter referred to as "Covenants" or "Declaration"), to which all of the Lots shall be subject to, held, improved, and conveyed; and

WHEREAS, Declarant will convey the Lots subject to the protective covenants, conditions and restrictions, as set forth herein.

NOW, THEREFORE Declarant declares that all of the Lots described above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with the Lots and be binding upon all parties having any right title and interest in the described Lots or any part, their heirs, successors and assigns, shall inure to the benefit of each Owner, and which are intended not to be merely personal.

ARTICLE I
DEFINITIONS

Section 1. As used in this Declaration, the following definitions shall apply.

- (a) "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (b) "Lot" means certain real property within the subdivision as set forth on Exhibit "A".
- (c) "Covenants" means collectively the covenants, conditions, and restrictions imposed by or expressed in this DECLARATION.

ARTICLE II
NATURE AND PURPOSE OF COVENANTS

The covenants, conditions and restrictions set forth in this DECLARATION constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability, and attractiveness of the Lots. These covenants, restrictions, and conditions are for the benefit of all Lots, and shall bind the Owners of all such Lots. Such covenants, conditions and restrictions shall be a burden upon and a benefit to not only the original Owner(s) of each Lot, but also their successors and assigns. All such covenants, conditions, and restrictions are intended as and are declared to be covenants that run with the land and are perpetually binding in nature.

ARTICLE III
USE OF RESIDENTIAL LOTS

Section 1 - USE: Each Lot within the subdivision shall be constructed, improved, used and occupied only for private residential purposes consistent with the Zoning Regulations for Campbell County and these Covenants in effect on the date that the construction, improvement use or occupation begins.

- (a) No more than one single-family dwelling shall be constructed on each lot. Out buildings may be constructed so long as the appearance of the out building is substantially similar to the residential dwelling. All home construction shall be "stick built", modular, or double-wide mobile homes. However, modular or double-wide mobile homes must be new or like new, and in no event more than two (2) years old when installed on any Lot. No mobile homes designed as a single-wide regardless of square footage shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes of 1,150 square feet, exclusive of porches, terraces, and garage. All construction shall be done with new materials, including utilities, and shall meet the building codes for Campbell County, Wyoming in force on the date construction begins. Two mobile homes designed as a single-wide and connected together shall not constitute a double-wide and shall not be permitted. All modular homes and double-wide mobile homes shall be skirted with color coordinated skirting within three (3) weeks of the dwelling being moved upon the Lot. All skirting shall be vinyl, stone, or masonite siding. All homes, including double-wide mobile homes, shall have a pitched roof. 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. All exterior colors shall be subdued and in the earth tone or light pastel range. No bright or garish colors shall be permitted. Construction of any home shall be completed within one year of the start of construction.
- (b) Perimeter Fencing. If owners install perimeter fencing on their Lots, such fencing shall, at a minimum, conform to the following sheep-tight agricultural standard: wooden or similar strength corner braces, wooden or similar strength H-braces where necessary and on either side of any gate, one 6-inch wooden fence post followed by no more than three steel posts, spaced no further than 15 feet apart, 36-inch high woven sheep-tight wire, with at least two strands of no less than 12 gauge CF&I barbed wire string above the woven wire. Nothing herein shall prohibit other types of scenic or functional fencing.

Section 2 - LIVESTOCK/PETS:

- (a) Horses, milk cows, meat steer, sheep, llamas, or goats may be kept by Lot Owner provided the Lot Owner installs fencing around the perimeter of the Owner's Lot, according to the fencing standard set forth herein. No other livestock animals are allowed, including, but not limited to: pigs, chickens, peacocks or other poultry, domestic ducks, domestic geese, and so forth. No more than one (1) livestock animal per 1.5 acres shall be allowed on the property of any Lot Owner. No Owner shall allow his Lot to be over-grazed.
- (b) Dogs, cats, hamsters, guinea pigs, and fish may be kept by Owner. No other pets are allowed. All animals are to be confined to the Lot Owner's property unless on a leash or otherwise controlled.
- (c) No commercial enterprise involving livestock or pets shall be permitted. All livestock and pets must be provided a sanitary and clean environment

Section 3 - RUBBISH AND TRASH COLLECTION: No Lot shall be used or maintained as a dumping or collection 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 private pick-up and removal of garbage at least once every two weeks and for paying all costs associated therewith. All refuse containers, storage areas, machinery, and equipment shall be maintained in a clean and sanitary manner and secured so trash containers or garbage may not be blown or scattered in any manner.

Section 4 - VEHICLES: Motor vehicles, boats, snowmobiles and trailers used for transport of the same kept on the property shall not exceed eight at any time, (not including those of guests who are visiting for durations of less than one week) and shall be stored in a neat and orderly fashion.

Section 5 - NUISANCES: No nuisances or offensive activity shall be carried on within the subdivision, nor shall anything be done or permitted which shall constitute a public nuisance, nor shall anything be done or permitted which will endanger any person. No speeding or reckless driving will be permitted in the subdivision. Loud music, loud noises and barking dogs will be considered an annoyance and nuisance and shall be considered a violation of these Covenants.

Section 6 - INTERFERENCE WITH EASEMENT: No owner shall place any permanent structure, foundation, accessory building, or object over an easement.

Section 7 - SIGNS: Signs shall not be permitted except for 1.) A "FOR SALE" sign not to exceed 2' x 3' in size, or 2.) Name/residence signs of a reasonable size done in a tasteful manner and posted in accordance with local laws and regulations.

Section 8 - OTHER STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any Lot at any time as a residence, either temporarily or permanently, except for a development construction or sales office, which shall be removed upon the sale of the last Lot.

Section 9 - HUNTING: No hunting or discharge of firearms shall be allowed on any Lot.

Section 10 - COMMERCIAL USE: This is a residential subdivision. No part of any Lot shall be used or caused to be used for any business or commercial activity.

ARTICLE IV GENERAL PROVISIONS

Section 1 - ENFORCEMENT: Lot owners shall have the exclusive right to enforce, by any proceeding at law or in equity, all, restrictions, conditions, or covenants, imposed by this Declaration. Enforcement shall be by proceeding at law or in equity against any person or persons in accordance with the provisions contained herein. Failure by any lot owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 - SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

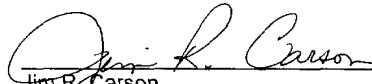
Section 3 - DURATION AND AMENDMENT: These covenants are perpetual in nature, shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by no less than 75% of the then owners of the Lots has been recorded in the Campbell County land records agreeing to the change or abrogation of the covenants in whole or in part.

Section 4 - ATTORNEY FEES: If any action is taken to enforce these covenants, the prevailing party shall be entitled to reimbursement of their attorney fees and litigation costs from the non-prevailing party.

Section 5 - BINDING EFFECT: These Covenants are binding upon and inure to the benefit of the heirs, successors and assigns of the Declarant and the Lot Owners. The lease, rental or execution of a contract for deed, or similar contract, regarding Lot does NOT relieve the owner of any liability or the responsibility to comply with these Covenants, which liability and responsibility shall survive any delegation, lease, rental, or contract for deed, and is binding upon the Owner(s).

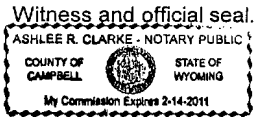
Section 6 - INTERPRETATION OF LANGUAGE USED: As the context of the language used in this Declaration suggests, the masculine shall include the feminine, and the singular shall include the plural.

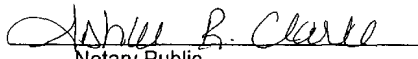
DATED this 29 day of August, 2007.


Jim R. Carson

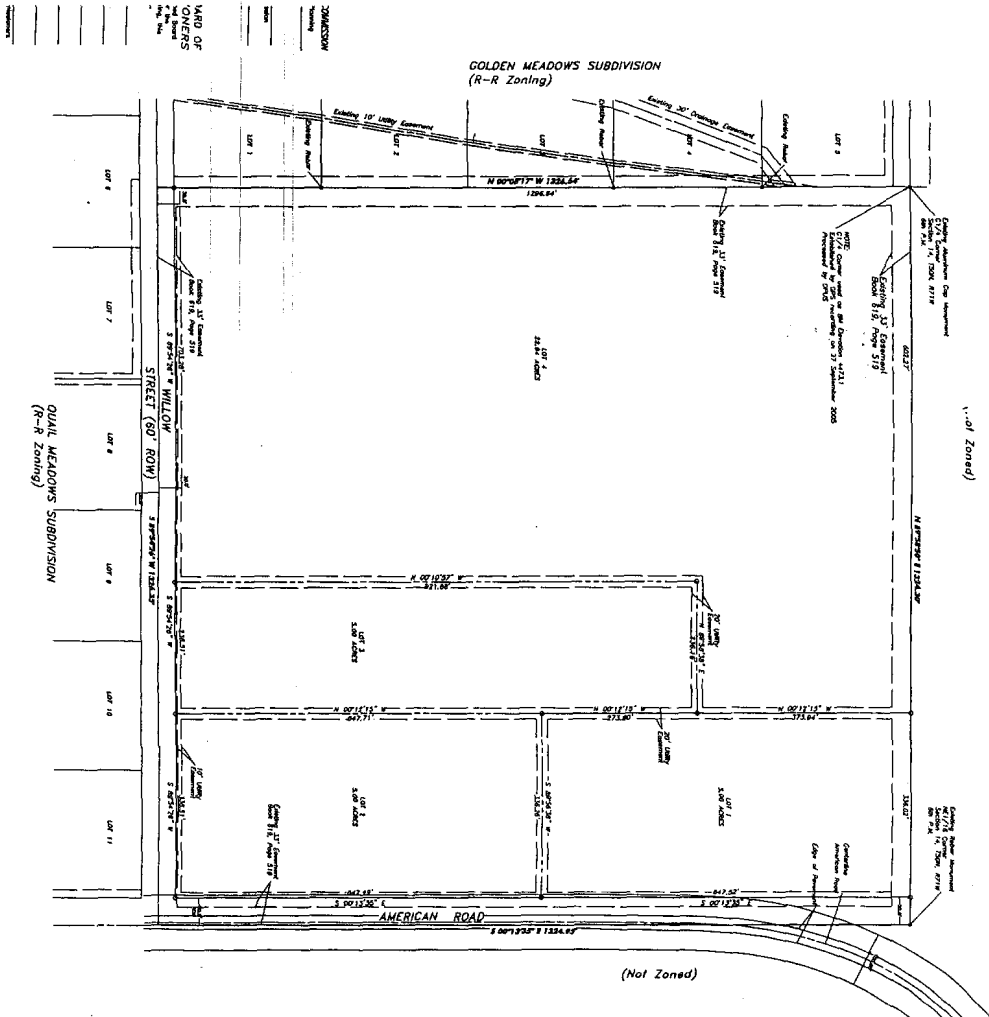
STATE OF WYOMING)
)§
COUNTY OF CAMPBELL)

The foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS was acknowledged before me on the 29th day of August, 2007 by Jim R. Carson.




Notary Public

My commission expires: 2-14-2011



FINAL PLAT FOR JIM CARSON COVENANT SUBDIVISION CAMPBELL COUNTY, WYOMING	ARCHITECTURE ENGINEERING MATERIAL TESTING SURVEYING 400 S. WILLOW AVENUE CHELSEA, WYOMING 82716 (307) 684-1111	DATE: 13 APR 2008	SCALE: 1"=100' DRAWN BY: WCP CHECKED BY: WCP APPROVED BY: WCP
		SHEET NO. 297 OF 297	

RECORDED
 AUG 30 2008
 CAMPBELL COUNTY CLERK



898509 Recorded on 8/30/2007 at 4.22.00 Fee 26.00
 Book 2294 of PHOTOS Pages 291 to 297
 Susan F. Saunders, Campbell County Clerk by: C. KLINGLER

RECORDED
 ABSTRACTED
 INDEXED
 CHECKED

2.5.1 A

902988

902988 Book 2318 of PHOTOS

Page 00282

COVENANT SUBDIVISION
A SUBDIVISION OF CAMPBELL COUNTY, WYOMING
In the NWSE of Section 14, T50N R71W

AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made by Jim R. Carson, 4 Canterbury Court, Gillette, Wyoming 82716, hereinafter referred to as Declarant:

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property (hereinafter described as "Lots, Subdivision, Property, Properties", or like terms) situate in Campbell County, Wyoming, which property is more particularly described on the plat map for the Covenant Subdivision as filed for record with the County Clerk and Recorder of Campbell County, Wyoming, a copy of which is attached hereto as **Exhibit "A"**, which description of the real property is incorporated herein by reference; and

WHEREAS, in order to establish a general plan for the improvement and development of the property within the subdivision, Declarant desires to subject the property to certain covenants, conditions and restrictions (hereinafter referred to as "Covenants" or "Declaration"), to which all of the Lots shall be subject to, held, improved, and conveyed; and

WHEREAS, Declarant will convey the Lots subject to the protective covenants, conditions and restrictions, as set forth herein.

NOW, THEREFORE Declarant declares that all of the Lots described above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with the Lots and be binding upon all parties having any right title and interest in the described Lots or any part, their heirs, successors and assigns, shall inure to the benefit of each Owner, and which are intended not to be merely personal.

ARTICLE I
DEFINITIONS

Section 1. As used in this Declaration, the following definitions shall apply.

- (a) "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (b) "Lot" means certain real property within the subdivision as set forth on **Exhibit "A"**.
- (c) "Covenants" means collectively the covenants, conditions, and restrictions imposed by or expressed in this DECLARATION.

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The covenants, conditions and restrictions set forth in this DECLARATION constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability, and attractiveness of the Lots. These covenants, restrictions, and conditions are for the benefit of all Lots, and shall bind the Owners of all such Lots. Such covenants, conditions and restrictions shall be a burden upon and a benefit to not only the original Owner(s) of each Lot, but also their successors and assigns. All such covenants, conditions, and restrictions are intended as and are declared to be covenants that run with the land and are perpetually binding in nature.

ARTICLE III
USE OF RESIDENTIAL LOTS

Section 1 - USE: Each Lot within the subdivision shall be constructed, improved, used and occupied only for private residential purposes consistent with the Zoning Regulations for Campbell County and these Covenants in effect on the date that the construction, improvement use or occupation begins.

Amendment of pg.3

a) Only lot 4 can be sub divided

b) No more than one single-family dwelling be constructed on each lot.

Out buildings may be constructed so long as the appearance of the out building is substantially similar to the residential dwelling. All home construction shall be "stick built", modular, or mobile homes.

However, modular, or mobile homes designed as a single-wide regardless of square footage shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes.

All construction shall be done with new materials, including utilities, and shall meet the building codes for Campbell County, Wyoming in force on the date construction begins.

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. All exterior colors shall be subdued and in the earth tone or light pastel range.

Construction of any home shall be completed within of one year of the start of construction.

c) (Perimeter Fencing)

If owners install perimeter fencing on their Lots, such fencing shall, at a minimum, conform to the following sheep-tight agricultural standard:

Wooden or similar strength corner braces, wooden or similar strength H-braces where necessary, on either side of any gate. One 6-inch wooden fence post followed by no more than three steel posts, spaced no further than 15 feet apart, 36-inch high woven sheep-tight wire, with at least two strands of no less than 12 gauge CF&I barbed wire string above the woven wire. Nothing herein shall prohibit other types of scenic or functional fencing.

d) Lot 4 has 22.87 acres that can be sub-divided by owner and has an existing 16x80 mobile home to be Grand Fathered in as is.

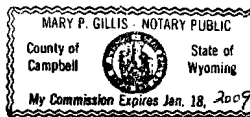
Preparer Gail A. Herdt

Owner Jim Carson

Done on November 27, 2007

Notary _____

*State of Wyoming
County of Campbell*



*Subscribed and sworn to (affirmed) this
27th day of Nov. 2007 by Gail A. Herdt
and Jim Carson.*

*Mary P. Gillis
Notary Public*

Section 2 - LIVESTOCK/PETS:

- (a) Horses, milk cows, meat steer, sheep, llamas, or goats may be kept by Lot Owner provided the Lot Owner installs fencing around the perimeter of the Owner's Lot, according to the fencing standard set forth herein. No other livestock animals are allowed, including, but not limited to: pigs, chickens, peacocks or other poultry, domestic ducks, domestic geese, and so forth. No more than one (1) livestock animal per 1.5 acres shall be allowed on the property of any Lot Owner. No Owner shall allow his Lot to be over-grazed.
- (b) Dogs, cats, hamsters, guinea pigs, and fish may be kept by Owner. No other pets are allowed. All animals are to be confined to the Lot Owner's property unless on a leash or otherwise controlled.
- (c) No commercial enterprise involving livestock or pets shall be permitted. All livestock and pets must be provided a sanitary and clean environment

Section 3 - RUBBISH AND TRASH COLLECTION: No Lot shall be used or maintained as a dumping or collection 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 private pick-up and removal of garbage at least once every two weeks and for paying all costs associated therewith. All refuse containers, storage areas, machinery, and equipment shall be maintained in a clean and sanitary manner and secured so trash containers or garbage may not be blown or scattered in any manner.

Section 4 - VEHICLES: Motor vehicles, boats, snowmobiles and trailers used for transport of the same kept on the property shall not exceed eight at any time, (not including those of guests who are visiting for durations of less than one week) and shall be stored in a neat and orderly fashion. No junk or car parts shall be stored on the property, other than in a building, for more than one month.

Section 5 - NUISANCES: No nuisances or offensive activity shall be carried on within the subdivision, nor shall anything be done or permitted which shall constitute a public nuisance, nor shall anything be done or permitted which will endanger any person. No speeding or reckless driving will be permitted in the subdivision. Loud music, loud

noises and barking dogs will be considered an annoyance and nuisance and shall be considered a violation of these Covenants.

Section 6 - INTERFERENCE WITH EASEMENT: No owner shall place any permanent structure, foundation, accessory building, or object over an easement.

Section 7 - SIGNS: Signs shall not be permitted except for 1.) A "FOR SALE" sign not to exceed 2' x 3' in size, or 2.) Name/residence signs of a reasonable size done in a tasteful manner and posted in accordance with local laws and regulations.

Section 8 - OTHER STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any Lot at any time as a residence, either temporarily or permanently, except for a development construction or sales office, which shall be removed upon the sale of the last Lot.

Section 9 - HUNTING: No hunting or discharge of firearms shall be allowed on any Lot.

Section 10 - COMMERCIAL USE: This is a residential subdivision. No part of any Lot shall be used or caused to be used for any business or commercial activity.

ARTICLE IV GENERAL PROVISIONS

Section 1 - ENFORCEMENT: Lot owners shall have the exclusive right to enforce, by any proceeding at law or in equity, all, restrictions, conditions, or covenants, imposed by this Declaration. Enforcement shall be by proceeding at law or in equity against any person or persons in accordance with the provisions contained herein. Failure by any lot owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 - SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 3 - DURATION AND AMENDMENT: These covenants are perpetual in nature, shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after

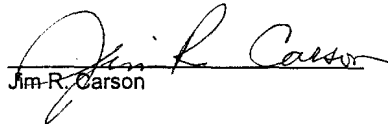
which time these covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by no less than 75% of the then owners of the Lots has been recorded in the Campbell County land records agreeing to the change or abrogation of the covenants in whole or in part.

Section 4 - ATTORNEY FEES: If any action is taken to enforce these covenants, the prevailing party shall be entitled to reimbursement of their attorney fees and litigation costs from the non-prevailing party.

Section 5 - BINDING EFFECT: These Covenants are binding upon and inure to the benefit of the heirs, successors and assigns of the Declarant and the Lot Owners. The lease, rental or execution of a contract for deed, or similar contract, regarding Lot does NOT relieve the owner of any liability or the responsibility to comply with these Covenants, which liability and responsibility shall survive any delegation, lease, rental, or contract for deed, and is binding upon the Owner(s).

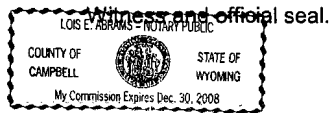
Section 6 - INTERPRETATION OF LANGUAGE USED: As the context of the language used in this Declaration suggests, the masculine shall include the feminine, and the singular shall include the plural.

DATED this 27th day of November, 2007.


Jim R. Carson

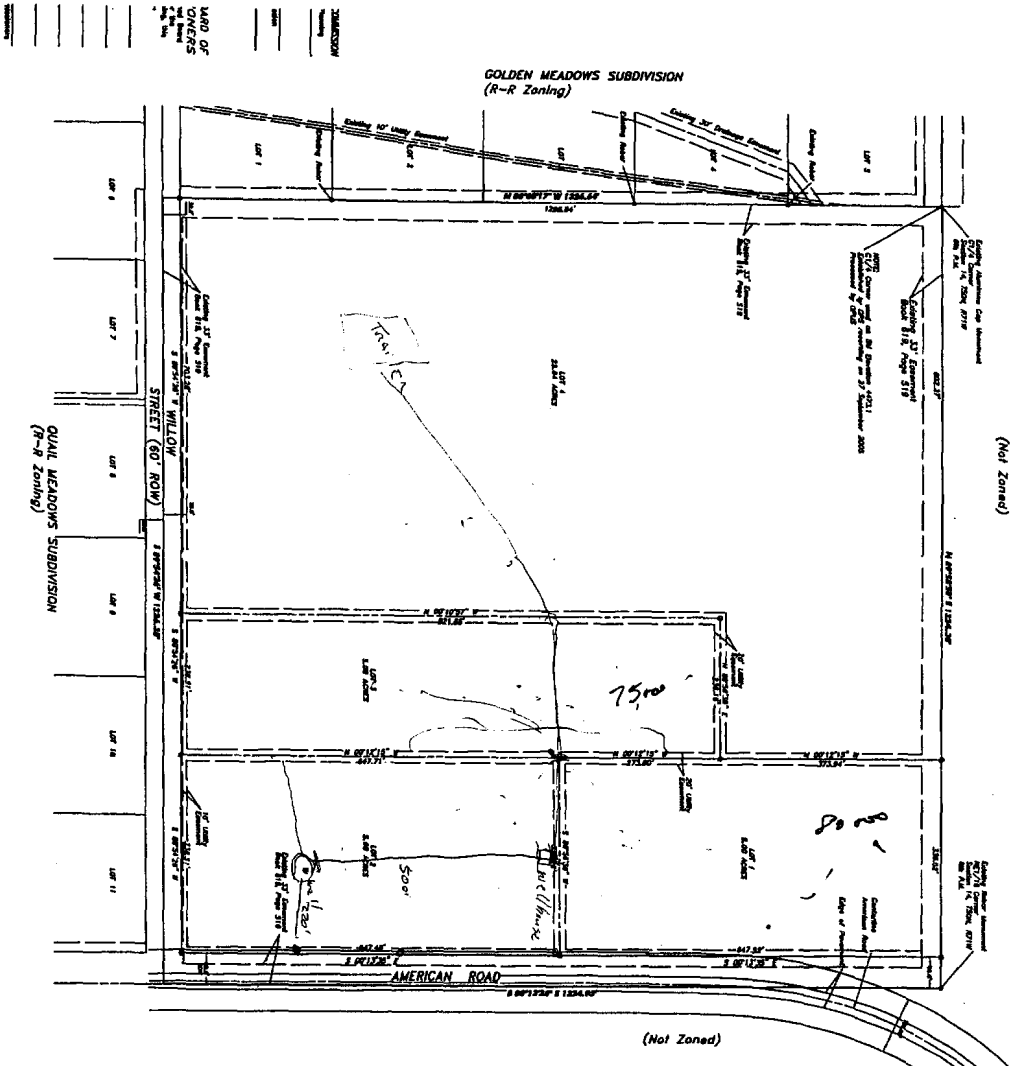
STATE OF WYOMING)
)S
COUNTY OF CAMPBELL)

The foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS was acknowledged before me on the 27 day of November 2007 by Jim R. Carson.

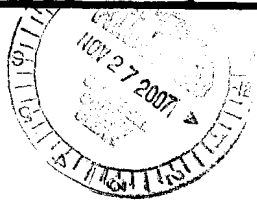



Lois E. Abrams
Notary Public

My commission expires:



FINAL PLAT FOR JIM CARSON COVENANT SUBDIVISION CAMPBELL COUNTY, WYOMING	ARCHITECTURE ENGINEERING SURVEYING KATHARINE TAYLOR 401 S. WILLOW AVENUE CHEYENNE, WYOMING 82001 (307) 634-1111	DATE: 11/15/2006 SCALE: 1"=100' DRAWN BY: WDP CHECKED BY: WDP APPROVED BY: WDP
	902988 Recorded on 11/27/2007 at 1.10.00 Fee: 26.00 Book 2318 of PHOTOS Pages 282 to 288 Susan F. Saunders, Campbell County Clerk by: C. KLINGLER	



RECORDED
 ABSTRACTED
 INDEXED
 CHECKED