

862103

STATE OF WYOMING
COUNTY CAMPBELL

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is entered into the 15th day of November, 2005, by Brad C and Susan J. Schlager, husband and wife, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarants are the owners of certain real property in, Campbell County, State of WYOMING, known as HAYFIELD SUBDIVISION, and more particularly described upon the plat map as the same that is filed for record with the County Clerk and recorder of Deeds for Campbell County, Wyoming.

WHEREAS, it is in the best interest of the Declarant and to the benefit, interest and advantage of every party hereafter acquiring any of the described property that certain covenants, conditions, easements, assessments and restrictions governing and regulating the use and occupancy of the property be established; and Declarant desires to form an association to be called the HAYFIELD SUBDIVISION HOMEOWNERS ASSOCIATION ("Association") consisting of a Board of Directors, as a non-profit organization. The purpose of the Association shall be to (1) maintain any roads in Hayfield Subdivision, (2) collect, levy and disburse the assessments or other charges imposed hereunder or as may be determined hereafter by the Association, and (3) act as the agent and representative of HAYFIELD SUBDIVISION HOMEOWNERS ASSOCIATION to enforce, along with other persons and entities authorized hereunder, the use restrictions, conditions, and covenants as contained herein.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities and the desirability and attractiveness of said property.

NOW THEREFORE, in consideration of the premises, the Declarant declares that all parties hereafter acquiring any of the property hereinafter described, that it shall be and is hereby subject to the following restrictions, covenants, conditions, easements, and assessments relating to the use and occupancy thereof, which shall be construed as covenants running with the land which shall be binding on all parties acquiring any right, title or interest in any of the properties and which shall inure to the benefit of each owner thereof.

HAYFIELD SUBDIVISION shall mean and refer to the certain real property hereinbefore described, in such additions thereto as may hereafter be brought within the jurisdiction of these covenants, conditions, and restrictions.

"COVENANTS" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in the DECLARATION.

HAYFIELD SUBDIVISION as described, shall contain (15) fifteen lots of land a minimum of (8) eight acres each, and shall not be further subdivided. The land shall be zoned R-R. 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.

1. **RESIDENTIAL USE.** All lots as shown on the plat shall be known and described as a single-family residential lot and used for single-family residential purposes only, and, except as set forth herein, that no commercial or manufacturing establishment, factory, mill, shop, tenement, apartment house, garage apartment, boarding house or house designed for use by more than one family, or house or building to be used as a sanitarium or hospital of any kind, school or church, or for any other purpose, shall be erected or licensed or suffered to be erected or maintained on the above described property.
2. **CONSTRUCTION.** All home construction shall be stick built, modular, or manufactured homes. No dwelling shall be permitted on any lot where the ground floor area of the main structure (exclusive of porches, basements and garages) is less than (twelve hundred) 1200 square feet.
3. **MOBILE HOMES.** No manufactured home or mobile home designed as a single-wide home, regardless of square footage shall be allowed. No mobile home older than two (2) years of age, shall be allowed to be placed on any lot, at the time of the installation. Mobile homes shall be no less than twenty (20) feet wide, shall be skirted or placed on permanent foundations or basements and shall not have flat roofs. Said mobile homes must have satisfactory water and sewer connections, which shall meet the approval of the County Building Inspectors. Mobile homes may be used for dwelling purposes only and shall not be stored or used as an accessory building.
4. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used upon any lot at any time as a residence, either temporarily or permanently, except that for a period of one (1) year, temporary facilities may be placed upon any lot which shall be reasonably required, convenient or incidental to the construction of a permanent structure upon said lot. Recreational vehicles will not be permitted as a permanent dwelling use.

5. **ARCHITECTURAL CONTROL.** No building, structure, fence, or other improvement shall be constructed, placed or altered on any lot until the construction plans modifications and site plan showing the location of the structure(s) have been approved by the Homeowners Association (provided for herein) as to quality of workmanship and materials, harmony of external design, color, and materials with existing, contemplated and previously approved structures.
6. **SETBACKS.** No building or part thereof shall be located nearer than thirty (30) feet to any lot line, street, access easement or utility easement.
7. **EASEMENTS FOR UTILITIES.** Easements for the installation, repair, re-installation, replacement and maintenance of utilities are reserved as provided in the recorded plat of HAYFIELD SUBDIVISION. All utilities shall be underground.
8. **SEWAGE. NO PROVISION IS MADE IN HAYFIELD SUBDIVISION FOR PUBLIC OR CENTRAL SEWAGE DISPOSAL SYSTEMS.** No individual sewage disposal system shall be permitted on any lot in the subdivision unless the sewage disposal system is located, constructed and equipped in accordance with the requirements of State law, appropriate State agencies, and regulations promulgated by Campbell County. Approval in the form of a Permit to Construct shall be obtained from the proper agencies prior to actual construction of any system.
8. **WATER SUPPLY. NO PROVISION IS MADE IN HAYFIELD SUBDIVISION FOR PUBLIC OR CENTRAL WATER SOURCE.** No individual water supply system shall be permitted on any lot in the development unless the system is located, constructed, and equipped in accordance with the requirements of State law, appropriate State agencies, and regulations promulgated by Campbell County, provided further, that no well may be dug, drilled, or installed upon any lot unless it meets all requirements of the State of Wyoming for well drilling and installation. All wells must be registered with the Wyoming State Engineers Office, and comply with all Wyoming State Engineers adopted rules and regulations. All wells must be cased and cemented for a minimum of ten (10') feet from the surface and all intermediate aquifers pierced by the well are sealed above and below.
9. **HUNTING.** No hunting shall be allowed on any parcel.
10. **ANIMALS.** No animals, including dogs and cats, shall be allowed to roam past their owners' property boundaries. No pets or animals shall be allowed to create noxious odors, unsightly debris, or other offensive activities. No dog or cat shall be allowed to chase, harass or disturb any waterfowl or wild animals within HAYFIELD SUBDIVISION. No commercial enterprises involving livestock shall be permitted. No owner shall overgraze his property.

11. **OFFENSIVE ACTIVITIES OR NUISANCES.** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance, disturbance or nuisance to the neighborhood.
12. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish, debris or trash of any kind. All garbage and trash shall be placed and kept in covered containers. No such containers shall be visible from any neighboring lot except as necessary in connection with the collection thereof. No portion of any lot shall be used for the storage of building materials or other materials of any kind except in connection with approved construction. Piles of rock, dirt and other construction debris shall be promptly removed from lots after the construction of the residence is completed.
13. **VEHICLES.** No owner or tenant shall accumulate on their lot any form of junk or unlicensed or inoperable vehicles.
14. **PERIMETER ACCESS.** No perimeter lot in HAYFIELD SUBDIVISION shall be used at any time as a means of ingress or egress to any other parcel of land not included in HAYFIELD SUBDIVISION.
15. **HOMEOWNERS ASSOCIATION.** By acceptance of the deed or other instrument of conveyance for any lot within the development, each lot owner shall become a member and be deemed to covenant and agree to pay to the Association assessments for maintenance and/or repairs. The Homeowners Association will be governed by a Board of Directors elected by its members. The Board of Directors shall not be less than three (3) and not more than five (5) individuals and shall meet annually or more often as deemed necessary. Each lot shall have one vote. The Association will adopt by-laws for its operations. The Association will have the further power to place assessments upon any lot within the development for the maintenance of the roads within the development as well as assess fees and penalties for failure to comply with these covenants and for the other provisions as hereinafter provided. Assessments shall be fixed, established, and collected from time to time as provided hereafter and in the bylaws of the Association.

16. **ROAD MAINTENANCE. NO PROVISION IS MADE IN HAYFIELD SUBDIVISION FOR PUBLIC MAINTENANCE FOR HAYFIELD PLACE.** All repairs to the common roads in HAYFIELD SUBDIVISION shall be the responsibility and shall be paid for equally by all (15) fifteen-lot owners in HAYFIELD SUBDIVISION. The Homeowners Association shall, from time to time, as it deems necessary or desirable, employ, rent or purchase such equipment, services and supplies to adequately maintain the roads and pay the same from assessments on lots within HAYFIELD SUBDIVISION. Maintenance and/or repair work to the common roads shall be deemed necessary by a majority vote. Should any lot owner not pay his share of the repairs, then at the option of the Homeowners Association a lien against the non-paying owner(s) may attach a lien in favor of the Homeowners Association, 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 The Register of Deeds, 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.
 - b. The name of the owner(s) of record or reputed owner(s) of said lot.
 - c. A legal description of the lot(s) against which the lien has been assessed
17. **AMENDMENT OF COVENANTS.** These covenants may be amended by a vote of the lot owners at a Homeowners Association Meeting, where seventy-five percent (75%) or more of HAYFIELD SUBDIVISION lots vote for any amendment change. Multiple parcel owners receive one vote.
18. **ENFORCEMENT.** Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, and the aggrieved party may request restraint of the violation or damages resulting from said violation. Invalidation of any one of these covenants or any part thereof by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce these covenants shall not be construed as a waiver of any future enforcement rights.
19. **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 owner(s), or the lot owner against whom the covenants have been successfully enforced shall pay its equivalent.

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IN TESTIMONY WHEREOF, the Declarants have caused this instrument to be executed as of the day and year first above-written.

Brad C. Schlager
Brad C. Schlager

Susan J. Schlager
Susan J. Schlager

STATE OF WYOMING
COUNTY OF CAMPBELL

I, Billie J. Kwallek, a Notary Public of the County and State aforesaid, certify that Brad C and Susan J. Schlager, Declarants, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19th day of October, 2005.

My Commission Expires:
1-31-2009

Billie J. Kwallek
Notary Public



STATE OF WYOMING }
Campbell County } ss.

Filed for record this 12th day of December, A.D., 2005 at 3:50 o'clock P. M. and recorded in Book 2114
of Photos on page 416-421 Fees \$ 23.00

Quentin Saunders
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED ✓
INDEXED
CHECKED

By Deputy Joseph M. Jorgensen