

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

TO THE PUBLIC:

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
JORGENSEN ACRES**

THIS DECLARATION is made on the day hereinafter set forth by Jorgensen Land Company, LLC, a Wyoming limited liability company, as the legal owner of the property situated in Campbell County, Wyoming, described herein.

**ARTICLE I
DEFINITIONS**

1. The "Declarant" shall mean Jorgensen Land Company, LLC.
2. The "Land" shall mean the following described real property located in Campbell County, Wyoming:

See attached Exhibit "A".

The Land is also collectively referred to as the "Jorgensen Acres."
3. "Tract or Tracts" shall mean any parcel or parcels of real estate contained within the Land.
4. The "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title in any Tract which is part of the property, including contract sellers, but excluding any of those having an interest merely as security for the performance of an obligation.
5. "Covenants" or "Declaration" shall mean the Declaration of Covenants, Conditions and Restriction For Jorgensen Acres contained in this document.
6. "Mobile home" and "trailer house" shall mean a transportable home connected permanently to a chassis which allows the home to be transported.
7. The Land is zoned "RR" by Campbell County. All requirements, rules and regulations currently in force or implemented by Campbell County relating to RR Zoning will be applicable to the Land.

**ARTICLE II
PURPOSE**

This Declaration is established in order to provide a general plan for the improvement and development of the Land. The Declarants desire to subject the Land to certain conditions, covenants and restrictions.

NOW THEREFORE, the Declarants hereby declare all of the Land shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Land and be binding on all parties having any right, title or interest in the above-described Land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE III
LANDSCAPE DEVELOPMENT**

All Tracts disturbed by construction shall be reclaimed with ground cover consistent with the topography of the surrounding area in a manner to avoid erosion.

**ARTICLE IV
VEHICLES**

No vehicles, trailers or any vehicular equipment shall be parked along any of the dedicated easements located within the Land. A maximum of one unlicensed vehicle or trailer may be stored outside of an approved outbuilding. All other vehicles and trailers, including but not limited to, unlicensed, unused, stripped down, partially wrecked, immobile or inoperative vehicles, must be enclosed in an approved outbuilding. Truck-tractors and/or semi-trailers and/or commercial two-axle vehicles, which are twenty (20) feet in length or greater, are not permitted to park anywhere within the Land unless the vehicle or trailer is used in the homeowner's primary occupation, and limited to a maximum of 3 such items unenclosed on the lot.

**ARTICLE V
SANITARY SYSTEMS**

All septic tanks or other sewage disposal systems must be designed, located and constructed in accordance with the regulations, requirements and standards of the Wyoming Department of Environmental Quality and any other State or County agency having jurisdiction over the Land.

**ARTICLE VI
WATER USE**

Water from the well shall be used exclusively for the properties within the District for ordinary residential use, subject to the restrictions contained herein. No wash bay, commercial use or use which significantly increases water usage shall be allowed without the written consent of the Declarant. No more than four (4) outside water faucets shall be installed on any home. Owner shall not irrigate more than one acre, and will not maintain more than one (1) five hundred (500) gallon stock water tank, from the central water system.

**ARTICLE VII
PROHIBITION AGAINST NOXIOUS ACTIVITY ON TRACTS**

No noxious activity shall be permitted on any Tract which is a nuisance to adjoining Tracts or which could foreseeably become a nuisance to adjoining Tracts. Overgrazing, or using the property in such a manner that creates or permits erosion or other waste, shall be considered a nuisance. A cistern system, if installed for a particular Tract, will be at the sole cost of the Tract owner.

**ARTICLE VIII
AESTHETIC MAINTENANCE**

All property shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the Land.

**ARTICLE IX
TEMPORARY AND GUEST QUARTERS**

With the exception of a motor home or travel trailer as allowed in this Article, no structure of a temporary character, such as a mobile home, basement, tent, shack, garage or other building, shall be used on any Tract at any time as a residence, either temporarily or permanently. However:

- (a) An Owner or Owner's guest may locate or live in a motor home or travel trailer on a Tract for up to three separate ten-day periods per calendar year provided that the motor home or travel trailer is removed from the Tract for at least ten days between the periods of location and occupancy.
- (b) An Owner may locate and live in a motor home or travel trailer on his or her Tract for a period not to exceed eighteen (18) months during the term of actual construction of the permanent dwelling upon the Tract. The motor home or travel trailer shall be promptly removed or stored after completion of the permanent residence pursuant to these Covenants.

**ARTICLE X
OWNER LIABLE FOR LESSEE**

Any Owner who leases or otherwise transfers any interest in a Tract shall be responsible

for assuring compliance by the Lessee or assigned interest holder with all provisions of these Covenants and any assessments by the District. The Owner shall be jointly and severally responsible with the Lessee for any such violations.

ARTICLE XI FENCES

Any fences constructed on a Tract shall be rail or other suitable open wood construction or smooth wire, barbed wire or steel/wood gate construction.

ARTICLE XII SIGNS

The Declarant may place a sign at each entrance to the Land advertising the name of Jorgensen Acres. No other signs, except for sandstone name style signs, "For Sale", "For Rent", and "Private Driveway" signs are permissible.

ARTICLE XIII CONSTRUCTION REQUIREMENTS

1. Objective. Declarant's objections are 1) to carry out the general purposes expressed in this Declaration; 2) to assure that any improvements or changes in the properties will be good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and, 3) to assure that materials or workmanship of all improvements are of high quality and comparable to other improvements in the area.

2. All structures shall be constructed in accordance with applicable Campbell County building codes.

3. Minimum Criteria for Construction and General Restrictions on All Tracts. No dwelling shall be permitted to be constructed upon the Property which does not comply with the following minimum requirements:

- (a) Each Tract shall be constructed upon, improved, used and occupied only for private residential purposes, excepting only small business operations which are completely self-contained within an enclosed structure are permitted. Other commercial, industrial or manufacturing activity is not permitted, whether or not conducted for profit. No dwelling or any part thereof shall be used as a boarding house, except Owners may lease single-family residences and outbuildings, for residential purposes only.

- (b) No more than one single-family residence, one guest house, either attached or detached, and two service-type barns or stables shall be constructed on any Tract.
 - (c) All residence construction shall be stick-built, log homes or modular homes, which shall be placed on a permanent foundation. For all modular homes, a permanent foundation shall mean an engineered concrete foundation. No mobile homes, trailer houses or manufactured homes shall be constructed or placed on the land. No residential structure moved to, or placed on, the property shall be older than two years. No structure shall have rolled roofing or tar paper exterior. All exteriors shall be of wood, stone, brick, stucco, steel, or vinyl siding only. All roof materials shall consist of wood shakes, asphalt shingles, or metal (not corrugated tin). The principal residence shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces, and garage, of no less than 1,200 square feet for a one-story dwelling. Where a single-family dwelling contains more than one level, the first two levels shall equal no less than 1,500 square feet of floor area. All construction shall be completed within eighteen (18) months following groundbreaking. All construction, including utilities, shall meet the building codes for Campbell County on the date of commencement of said construction.
 - (d) All garages shall be minimum two-car garages attached to the main dwelling. The Committee, in cases, may permit variation where peculiar architectural considerations require a space separation between the dwelling and garage or in the event that rear access would provide an opportunity for a detached garage. In such cases, the Committee will have the right to specify the locations of any garage detached from the Dwelling and whether the garage must be attached by a "breezeway structure."
 - (e) All pools and spas must be constructed clear of any required setbacks and in accordance with the Campbell County regulations. All pools must be fenced and all spas skirted with related equipment screened from view.
4. Chimneys, Outdoor Fires, and Fireplaces. Wood burning stoves and fireplaces are allowed.
5. General Construction Conditions.
- (a) At all times during the construction period, a trash dumpster shall be located on the site and all construction debris shall be placed in dumpster.

- (b) The roads shall be kept clean at all times. Any dirt or debris which is deposited on any road or other Lot by any vehicle entering or leaving the Owner's site shall be cleaned and removed immediately.
- (c) Building materials shall be stacked neatly on the site and shall not be stored on adjoining property. Adjoining property shall be restored if damaged.
- (d) All equipment which is used in excavating or construction and which is not rubber-tired shall only be loaded or unloaded within the boundary lines of each respective Lot where excavating or construction is being performed.

6. Easements Reserved with Respect to Lots. Easements under and through each Lot are dedicated to the public and reserved for utilities and access as so noted on the plat approved and filed with the County Clerk. Declarant reserves the right to ingress and egress as reasonably necessary to exercise such easements as follows:

- (a) The Owner shall not place any structure, with the exception of fencing, on any easement or setback area and shall be responsible for maintaining the easement. Any damages caused by an easement user or right to the easement shall be repaired and restored by such user.
- (b) No Owner shall have any claim or cause of action against Declarant, the Improvement and Service District, the Architectural Control Committee or its successors, assigns, or licensees arising out of exercise or non-exercise of any reserved easement except in cases of willful or wanton misconduct.

ARTICLE XIV OTHER PROHIBITED USES

1. No part of a Tract shall be used or caused to be used for any manufacturing, mercantile storing or vending, including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, commercial truckin, or place of amusement.

2. Hunting. No hunting by the general public shall be allowed on any Tract.

ARTICLE XV MINING AND QUARRYING OPERATIONS

No mining or quarrying operations for gravel or other natural resources contained on the surface of the Land shall be allowed.

**ARTICLE XVI
ANIMALS AND LIVESTOCK**

Recreational livestock will be allowed such as 4-H, FFA and High School Rodeo livestock. No commercial livestock such as puppy farms, livestock boarding facility, livestock breeding or feeding operations will be allowed on any Lot. Livestock and pets (dogs and cats) will be permitted, provided they are kept under control in an area that is adequately fenced and the premises are kept in a clean and sanitary condition.

**ARTICLE XVII
NO SUBDIVISIONS**

No Owner may further subdivide a Tract, either by formal subdivision or by sale of a Tract in more than one parcel.

**ARTICLE XVIII
RUBBISH AND TRASH COLLECTION**

No Tract shall be used or maintained as a dumping ground for rubbish or trash. All rubbish, trash and garbage shall be regularly removed from each Tract, and shall not be allowed to accumulate thereon. Each Tract Owner shall be responsible for arranging private pickup and removal of garbage at least once every two (2) weeks. All refuse containers, storage areas, 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.

**ARTICLE XIX
MISCELLANEOUS PROVISIONS**

1. Severability. In the event a court of competent jurisdiction declares any portion of these Covenants to be invalid or unenforceable, the remaining provisions of these Covenants shall remain in effect.
2. Effect and Duration. These Covenants shall run with the Land and shall be for the benefit of and binding on each Tract, Owner, and their respective heirs, assigns, agents, invitees, social guests, and successors in interest and shall continue to be of full force and effect perpetually unless these Covenants are terminated pursuant to the laws of the State of Wyoming.
3. Amendments. These Covenants may be amended by a vote of 100% or more of the Tract Owners.
4. Enforcement. Any Tract Owner, may institute proceedings at law or in equity to enforce any of the provision of these Declarations, to restrain any individual or entity from violating or threatening to violate these Covenants, to recover damages, both actual and punitive,

for such violations and shall be entitled to collect all attorney's fees and collection costs incurred in the successful enforcement of these Covenants. Failure to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hand this 7th day of March, 2019.

JORGENSEN LAND COMPANY, LLC

BY: Joshua M. Jorgensen

BY: Krystal Jorgensen

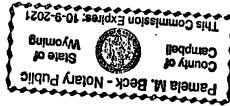
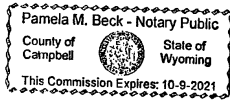
STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

Subscribed and sworn to before me by Joshua Jorgensen and Krystal Jorgensen the members of Jorgensen Land Company, LLC this 7th day of March, 2019.

WITNESS my hand and official seal.

Pamela M. Beck
Notarial Officer

My commission expires:



**Exhibit A
Legal Description**

A subdivision located in a portion of Lot 9 (NE1/4SE1/4) of Section 13, T49N, R73W and a portion of Lot 3 (NW1/4SW1/4) of Section 18, T49N, R72W of the 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Commencing at the east quarter corner of said Section 13 and being the point of beginning, monumented by a 1989 BLM brass cap;

Thence along the north line of said Lot 9 (NE1/4SE1/4), S89°01'35"W, 440.90 feet to a point on the southeasterly right of way of Wyoming State Highway 50, monumented by an aluminum cap stamped PLS 15542;

Thence along said southeasterly right of way, S40°52'57"W, 1101.17 feet to the southwest corner of said subdivision, monumented by an aluminum cap stamped PLS 15542;

Thence leaving said right of way, along the centerline of an existing 60 foot wide public access and utility easement as recorded in Book 3163 of Photos, Page 492, N89°14'34"E, 1285.24 feet to the southeast corner of said subdivision;

Thence along the east boundary of said subdivision, also being along the westerly boundary of Shiplap Estates, N00°05'47"E, 29.98 feet to the northerly limits of said existing public access and utility easement, monumented by an aluminum cap stamped RLS 2333;

Thence continuing along said east boundary and westerly boundary of Shiplap Estates, N00°02'15"E, 802.23 feet to the northeast corner of said subdivision, monumented by an aluminum cap stamped RLS 2333;

Thence along the north line of aforementioned Lot 3 (NW1/4SW1/4), S85°47'10"W, 124.48 feet to the point of beginning.

Said parcel contains 17.51 acres more or less.

All areas are computed at ground.

All measured distances are grid, for conversion to ground, multiply by 1.00026964.

The basis of bearing is Wyoming State Plane Grid, NAD83, East Zone (4901).



1053079 Recorded on 04/24/2019 at 10:06 Fee 36.00
Book 3199 of PHOTOS Pages 403 to 411
Susan F. Saunders, Campbell County Clerk by: A. CARTWRIGHT

RECORDED ✓
ABSTRACTED
INDEXED ✓
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