

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF CAPITAL LAND DEVELOPMENT, LLC

THIS DECLARATION of Covenants, Conditions and Restrictions (herein "Declaration of Covenants") of Capital Land Development, LLC is made this 30th day of March, 2020 by Capital Land Development, LLC as owner of the real property described herein.

RECITALS

WHEREAS, the real property which is subject to this Declaration of Covenants is located within the Lakeland Hills Subdivision, Phase II and Phase III and is more fully described as follows:

Lot 7, Block 3; Lot 8, Block 3; Lot 14, Block 3; Lot 14, Block 4; Lot 11, Block 12; Lot 13, Block 12 and Lot 18, Block 12 of Lakeland Hills Subdivision Phase No. 2, a resubdivision of the remaining portion of Tract A of Lakeland Hills Commercial Subdivision, and the remaining portion of Tract 3 Lakeland Hills Subdivision Phase No. 1, Gillette, Campbell County, Wyoming according to the official plat thereof filed for record 28 September 2012 in Book 10 of Plats, page 38 of the records of Campbell County, Wyoming. Affidavit of Correction executed by David L. Vliem dated 6 December 2012 and recorded 6 December 2012 in Book 2755 of Photos, page 12 of the records of Campbell County, Wyoming;

and,

Lot 2, Block 1; Lot 1, Block 2; Lot 2, Block 2; Lot 3, Block 2; Lot 4, Block 2, Lot 5, Block 2, Lot 10, Block 2; Lot 1, Block 3; Lot 2, Block 3, Lot 3, Block 3; Lot 5, Block 4; Lot 6, Block 4; Lot 7, Block 4; Lot 8, Block 4; Lot 7, Block 5; Lot 8, Block 5; Lot 1, Block 6; Lot 2, Block 6; Lot 3, Block 6; Lot 4, Block 6; Lot 5, Block 6; Lot 6, Block 6; Lot 7, Block 6; Lot 2, Block 7; Lot 3, Block 7 and Lot 13, Block 7 of Lakeland Hills Subdivision Phase No. 3, a resubdivision of the remaining portion of Tract A of Lakeland Hills Commercial Subdivision, and the remaining portion of Tract 3 Lakeland Hills Subdivision Phase No. 1, Gillette, Campbell County, Wyoming according to the official plat thereof filed for record 28 September 2012 in Book 10 of Plats, page 38 of the records of Campbell County, Wyoming. Affidavit of Correction executed by David L. Vliem dated 6 December 2012 and recorded 6 December 2012 in Book 2755 of Photos, page 12 of the records of Campbell County, Wyoming.

(hereinafter collectively referred to as the "Property").

WHEREAS, the Property is subject to a Declaration of Covenants, Conditions and Restrictions of Lakeland Hills Subdivision, a Planned Residential Community, which Declaration was recorded on December 24, 2002 at Book 1824, Pages 438-444 in the records of the Office of the Clerk of Campbell County, Wyoming (herein the "Original Declaration of Covenants");

WHEREAS, as the Owner of the Property described herein, Capital Land Development, LLC does desire to provide the following additional covenants, conditions and restrictions on such Property; and,

WHEREAS, the following Declaration of Covenants is intended to be binding upon and run with the land of only Capital Land Development, LLC (herein described as the "Property") and will not further encumber or cause any material adverse effect upon any other Lot located within the Lakeland Hills Subdivision.

NOW THEREFORE, Capital Land Development, LLC hereby declares that all of the properties described above 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 real property described herein and which shall be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I ADDITIONAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to the Property and shall be in addition to all those covenants and restrictions set forth in the Original Declaration of Covenants.

Section 1: Home Construction. To maintain the aesthetics of the subdivision and the Property, no mobile or modular home shall be constructed on the Property which is the subject of this Declaration of Covenants. Any home constructed on the property shall be "stick built" and shall have at least 1200 square feet of living space. There shall be no more than two stories to any structure constructed on the property and the structure shall not exceed 30 feet in height. Any home constructed on the property shall have an attached garage, which may be attached by a breezeway. The exterior of any structure shall be painted (as appropriate) and maintained so as not to deplete the property values of the surrounding lots. Storage sheds which are constructed and painted to match the exterior of the home are allowed provided that they are sided, bricked, stuccoed or painted so as to have a uniform appearance with the home.

ARTICLE II GENERAL PROVISIONS

Section 1: Breach and Enforcement. This Declaration of Covenants may be enforced by Capital Land Development, LLC, any owner within the Lakeland Hills Subdivision, any owner of any lot within the Property or any Owners Association established by the homeowners owning property within any Phase of the Lakeland Hills Subdivision. Each such individual and entity shall have the individual and collective right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration of Covenants.

The result of every act or omission whereby any of the covenants or restrictions contained in this Declaration of Covenants are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any individual or entity described herein, or their successors in interest.

The remedies herein provided for the breach of any covenant contained in this Declaration of Covenants shall be deemed cumulative and not exclusive. Failure by any individual or entity to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any one or more of the covenants or restrictions contained herein by judgment or court order shall not affect any other provisions contained herein.

Section 3: Binding Effect. This Declaration of Covenants shall run with and bind the Property and all owners of the property, their heirs, successors and assigns.

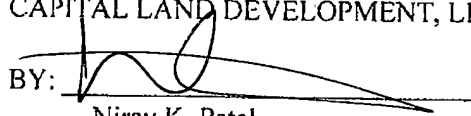
Section 4: Amendment. So long as Capital Land Development, LLC is the owner of any lot within the Property, Capital Land Development, LLC may unilaterally amend this Declaration of Covenants by adopting and recording a document amending the same. Thereafter, this Declaration of Covenants may be amended at any time by a vote of two thirds (2/3) of the Property owners by signing a document amending the same.

Section 5: Interpretation. The provisions of this Declaration of Covenants shall be interpreted as creating additional covenants and restrictions only upon the Property described herein are not intended, and shall in no way be interpreted, as an amendment to the Original Declaration of Covenants. Should any provision contained within this Declaration of Covenants conflict with any provision contained within the Original Declaration of Covenants, the provisions of the most restrictive Declaration shall control.

Section 6: Attorney's Fees. Should any individual or entity be required to enforce any provision of this Declaration of Covenants, such individual or entity shall be entitled to recover its reasonable attorney's fees and costs incurred in any such enforcement action.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 30th day of March, 2020.

CAPITAL LAND DEVELOPMENT, LLC

BY: 

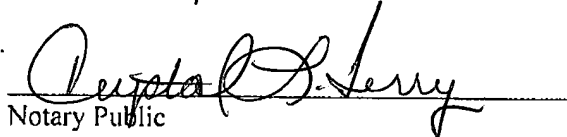
Nirav K. Patel

Its: Authorized Signer

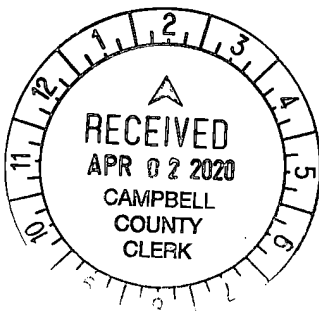
STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing Declaration of Covenants, Conditions and Restrictions of Capital Land Development, LLC was acknowledged before me by Nirav K. Patel, Authorized Signer for Capital Land Development, LLC on this 2nd day of April, 2020.

WITNESS my hand and official seal.


Notary Public

My commission expires: 1-8-2022



RECORDED ✓
ABSTRACTED
INDEXED ✓
CHECKED

1062957 Recorded on 04/02/2020 at 02:00
Book 3263 of PHOTOS
Susan F. Saunders, Campbell County Clerk

Fee 21.00
Pages 232 to 235
by: K. CLAUSEN