

870858

**SINNERVILLE SUBDIVISION  
SINNERVILLE LLC**

TO THE PUBLIC:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF SINNERVILLE SUBDIVISION**

THIS DECLARATION made on the date hereinafter set forth by  
SINNERVILLE LLC : referred to as "DECLARANTS."

WITNESSETH:

**WHEREAS, DECLARANTS are the owners of a certain property in  
Campbell County, State of Wyoming, more particularly described as follows:**

A tract of land located on those portions of the NE ¼ SW ¼ of Section 7, Township 50  
North, Range 69 West of the 6<sup>th</sup> P.M., Campbell County Wyoming to be known as  
SINNERVILLE SUBDIVISION.

AND WHEREAS, in order to establish a general plan for the SINNERVILLE SUBDIVISION  
improvement and development of the property, the DECLARANTS desire to subject  
the property, and any subdivision thereof, to certain conditions, covenants, and  
restrictions, upon and subject to which all of the properties shall be held, improved,  
and conveyed.

AND WHEREAS, DECLARANTS will convey the said property, subject to  
certain protective covenants, conditions, restrictions, liens, and charges as hereinafter  
set forth;

NOW THEREFORE, DECLARANTS hereby declare that all of the property  
described above shall be held, sold and conveyed subject to the following easements,  
restrictions, covenants, and conditions, which are the purpose of protection the value  
and desirability of, and which shall run with the real property and be binding on all  
parties having any rights, title or interest in the described properties or any part  
thereof, their heirs, successors and assigns, shall inure to the benefit of each owner  
thereof, and which are intended not to be merely personal.

**Article I  
DEFINITIONS**

**Section 1:** SINNERVILLE shall mean and refer to that certain real property  
herein before described, in such additions there to as may hereafter be brought within  
the jurisdiction of these covenants, conditions, and restrictions.

Section 2: The term "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.

Section 3: "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of obligation.

## Article II NATURE AND PURPOSE OF COVENANTS

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 therein. These covenants are imposed upon DECLARANTS, and upon the owners of all lots, homeowners, or land owners association, or improvement and service district of its equivalent. Said covenants are for the benefit of all lots, and shall bind the owners of all such lots. Such covenants shall be a burden upon and a benefit not only to the original owner of each lot, but also his heirs, successors and assigns.

### Section 1 - CONSTRUCTION

All home construction shall be stick built, modular, or manufactured homes. No manufactured homes designed as a single-wide home, regardless of square footage shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes. Two mobile homes designed as single-wide and attached together shall not constitute a double-wide home.

### Section 2 - COMMERCIAL USE

No part of the residential lots shall be used for manufacturing, mercantile storing, vending or any other commercial business or other non-residential purpose including, but not limited to, stores, shops, repair shops, storage or repair garage, pipe yard, oil field business, methane business, or construction yard.

### Section 3 - SEWAGE

All septic tanks or other sewage disposal systems must be designed, located, and constructed in accordance with regulations, requirements, standards and recommendations of the Wyoming Department of Environmental Quality and in compliance with the regulation of Campbell County, Wyoming.

**Section 4 - RUBBISH AND TRASH COLLECTION**

No lot shall be used or maintained as a dumping 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 (2) weeks. All refuse containers, storage area, machinery and equipment and vehicles shall be maintained in a clean and sanitary manner and secured so trash may not be blown or scattered in any manner. No vans or older mobile homes will be allowed as storage.

**Section 5 - MINIMUM ACREAGE**

No subdividing or splitting of lots shall be allowed.

**Section 6 - LIVESTOCK**

Livestock may be kept on the property. No commercial enterprise involving livestock shall be permitted. All animals including dogs must be adequately fenced or contained in a sanitary and clean environment. No owner shall over graze his property. This shall be determined by the opinion of the majority of the members of the Homeowners Association. Each lot shall represent one vote. Horses, mules, donkeys and burros will be limited to two of each species or a combination. For example, one horse and one mule is the equivalent of two horses.

**Section 7 - OFFENSIVE ACTIVITY**

No noxious or offensive activities, including those involving snowmobiles, motorcycles and all terrain vehicles shall be allowed upon any lot or on roads nor shall anything be done there on which is an annoyance or nuisance to the neighborhood. This shall be determined by the opinion of the majority of the members of the Homeowners Association. Each lot shall represent one vote.

**Section 8 - AESTHETIC MAINTENANCE**

Any condition considered an eyesore by a majority of the lot owners, Homeowners Association, or improvement and service district or its equivalent must be corrected upon notification by remaining lot owners, Homeowners Association, or improvement and service district or its equivalent within thirty (30) days. This shall be determined by the opinion of the majority of the members of the Homeowners Association. Each lot shall represent one vote.

**ARTICLE III  
ROAD REPAIRS**

All repairs to the common roads through SINNerville and snow removal shall be the responsibility of the Homeowners Association and shall be paid for equally by each lot owner. Should any lot owner not pay his share of the repairs, then at the option of the remaining lot owners, homeowners, or Improvement and Service District of its equivalent, a lien against the non-paying owner(s) may attach in favor of the paying lot owners, 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 County Clerk of 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; or as may be assessed by the remaining lot owners of the SINNerville <sup>SUBDIVISION</sup> SUBDIVISION.
- b. The name of the owner of record or reputed owner of the lot.
- c. A legal description of the lot against which the lien has been assessed.

**ARTICLE IV  
GENERAL PROVISIONS**

**Section 1: 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.

**Section 2: AMENDMENT OF COVENANTS**

These covenants may be amended by a vote of the lot owners where eighty percent (80%) or more of the landowners vote for any amendment. Each lot represents one vote.

**Section 3: 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.

Section 4: 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.

Section 5: 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.

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IN WITNESS THEREOF, the undersigned, being the  
DECLARANTS herein, has hereunto set its hand and seal the 21 day of  
April, 2006.

SINNERVILLE LLC

JASON A. SINNER, Registered Agent

Jason Sinner

STATE OF WYOMING)

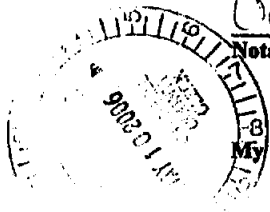
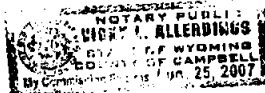
)ss  
COUNTY OF CAMPBELL)

Subscribed and sworn to before me by Jason A. Sinner this 21 day  
of April, 2006.

Witness my hand and official seal.

Wichy L. Allerdings  
Notary Public

My commission expires:



STATE OF WYOMING )  
Campbell County )ss

Filed for record this 10th day of May A.D., 2006 at 4:10 o'clock P. M. and recorded in Book 2152  
of Photos on page 593-598 Fees \$ 23.00 870858

Quent Henderson  
County Clerk and Ex-Officio Register of Deeds

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED ✓

By Wichy L. Allerdings  
Deputy