

694177

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, JOHN R. APODACA and JULIE R. APODACA, Husband and Wife, and TRUSTY MATHESON, Trustee of the LAURA JANE LODAHL JULY 31, 1987 REVOCABLE TRUST and TRUSTY MATHESON, Individually, (hereinafter referred to as "the Jane Lodahl trust" or "the Trust") are the owner(s) of all that certain real property situate in Campbell County, State of Wyoming, as described on Exhibits "A" and "B" attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, in order to insure the use and development of said property for exclusive residential purposes, to prevent the impairment of the attractiveness of said property for such purposes, and to maintain property values therein, the undersigned desires hereby to make and impose upon said real property the restrictions and limitations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, the Jane Lodahl Trust, does hereby and by these presents make, publish, declare and impose upon all of the real property described in Exhibits "A" and "B" the following restrictions and limitations governing the use and development of any and all portions within the Property, and does hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land in the Property, shall be effective upon recording, and shall be binding upon the undersigned and all persons claiming under them, and shall be for the benefit of, as well as limiting and restricting, all future owners of any portions of the Property, to wit:

ARTICLE I
DEFINITIONS

1. **Lot.** The word "lot" or "lots" shall refer to any parcel which is sold, or hereafter subdivided within the Real Property.
2. **Property.** The words "Property" or "Real Property" as used in these covenants shall mean all of the lands described in Exhibits "A" and "B". Any lands added to the Property in accordance with this instrument and expressly made subject to this Declaration by written amendment filed in the office of the Campbell County Clerk shall thereafter be deemed a part of the Property for purposes of the application of this Declaration.
3. **Owner.** Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.
4. **Shared Access Roads.** Shall mean all private roadways and county roads which provide access to the boundary lines of the individual lots.
5. **Structure.** Shall mean anything built or placed on the ground.
6. **Majority of the Owners of the Real Property.** Shall mean a majority of the Owners of the Real Property computed on an acreage basis. If there is more than one Owner of an undivided interest in a lot such Owner's vote shall be weighted on the basis of the undivided interest such Owner possesses. If a husband and wife own a lot

as tenants by the entireties their vote shall not be counted unless they mutually agree. To illustrate how this system will work, if the total acreage comprising the Real Property were 100 acres it would take the affirmative vote of Owners representing 50.01 acres to constitute a Majority of the Owners of the Real Property and if one Owner owned an undivided 50% interest in a lot consisting of seventy (70) acres his or her vote would represent 35.00 acres of the 100 acres.

**ARTICLE II
GENERAL RESTRICTIONS ON ALL LOTS AND TRACTS**

1. **Zoning Regulations.** No lot shall be occupied, used by, or for, any construction or purpose which is contrary to the zoning regulations of Campbell County, Wyoming.

2. **Signs.** One "For Sale" sign, which shall be no larger than six (6) square feet, shall be permitted. One entrance gate sign identifying the owner or occupant of the property shall be permitted; otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any tract or lot.

3. **Animals and Livestock.** It shall be permissible for the owners of lots, in addition to household pets, to own and maintain horses, cows, or donkeys or llamas, or any combination of same, but in no event, to exceed a total of two such animals per each five acres. In addition to the preceding sentence, no more than twenty-five (25) head of poultry per five (5) acres will be allowed. Except as herein specified, no other animals, livestock or pets shall be deemed a permissible use. In the event a majority of the owners should determine that animals maintained on a lot, even though permissible within this provision, have become or constitute a nuisance to other owners in the Property, or have been allowed to overgraze all of the pasturage on the lot, the Owners are granted the authority to restrict or ban such use in such manner as they, by majority vote, deem appropriate.

4. **Resubdivisions.** The lands reflected on Exhibits "A" and "B" may be subdivided into minimum lot sizes of five (5) acres, but may not thereafter be resubdivided into smaller tracts or lots without the consent of a majority of the Owners of the Real Property.

5. **Fences.** Fences must either be barbed wire, steel poles, or wood construction. Posts for all fences shall be spaced no more than a maximum of one (1) rod apart. All fences shall be maintained in a sightly condition by the owner thereof. Lot owners who construct fences on shared lot lines shall be entitled to contribution from the adjoining lot owner at such time as the adjoining lot owner connects to said fence or uses said fence to enclose any part of his property. The amount of such contribution, unless agreed to in advance in writing, shall be limited to the reasonable cost of a barbed wire fence regardless of the type of fence constructed.

6. **Wood Stoves/Fireplaces.** All wood stoves and fireplaces shall comply with local, state and federal emission regulations.

7. **Noxious or Offensive Activities.** No noxious or offensive activity shall be permitted on any lot. No light shall be emitted from any lot which is unreasonably bright or causes unreasonable glare for any adjacent lot owner. No

unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the lot lines of any lot.

8. **Damaged or Destroyed Structures.** In the event any structure is destroyed either wholly or partially by fire or other casualty, such structure shall be promptly rebuilt or remodeled to conform with the covenants contained herein, or all remaining portions of the structure, including foundations, and all debris, shall be promptly removed from the property.

9. **Maintenance.** Each lot and all improvements from time to time located thereon shall be maintained by the owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at lot owner's sole cost and expense.

10. **Land Uses.** No improvements nor any noxious activity shall be permitted on any residential lot which is or might become a nuisance to other residential tracts within the Property.

ARTICLE III RESTRICTIONS ON BUILDINGS AND IMPROVEMENTS

1. **Number and Location of Buildings.** No buildings or structures shall be placed, erected, altered or permitted to remain on any lot other than:

- (a) one detached single-family dwelling;
- (b) a guest house, or a metal, concrete or stick-built shop building not to exceed 8,000 square feet;
- (c) an attached or detached garage; and
- (d) a service-type barn, stable or shed.

2. **Minimum Setback Requirements.** Each building on a lot shall have minimum setback distances measured from the lot lines to the nearest wall of such structure of twenty-five (25) feet.

3. **Restrictions on Dwellings.** All dwellings shall be placed on a permanent foundation and shall have a minimum fully enclosed living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,200 square feet. No mobile homes or trailer houses will be allowed on the property. Modular homes of at least a width of twenty-four (24) feet and with a pitch shingled roof shall be permitted, provided they meet the minimum living area square footage requirement (1,200 sq. ft.) and are set on a permanent foundation. All construction, including utilities, shall meet the building codes for Campbell County, Wyoming, on the date of the commencement of said construction.

4. **Towers and Antennas.** No radio or television towers or antennas higher than twenty-five (25) feet above the highest roof line of the dwelling house shall be erected on any lot. All such towers and antennas must be attached to the dwelling and there shall not be more than two on any structure.

5. **Landscape Development.** All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover. Irrigated areas may be cropped or planted to pasture.

6. **Tanks.** Elevated (above ground level) tanks shall not be permitted upon any lot, unless they are propane tanks (not to exceed 1,000 gallons) or fuel tanks (not to exceed 500 gallons).

7. **Used or Temporary Structures.** No temporary house, mobile home, basement or trailer, or other structure of a non-permanent nature shall be allowed on any lot as a place of residence or habitation either permanently or temporarily, and no dwelling shall be occupied in any manner prior to the completion of its exterior and at least fifty percent (50%) of its interior, excluding an unfinished basement, shall be finished prior to occupation.

8. **Sanitary Systems.** No sewerage disposal system shall be constructed, altered or allowed to remain or be used unless fully approved as to design, capacity, operation, location and construction by all proper county and state health agencies.

9. **Commercial Use.** Commercial activities may be conducted on any lot so long as it doesn't constitute a nuisance. No part of the lots shall be used or caused to be used for any industrial or manufacturing purposes including, but not limited to, pipe yard, construction yard, etc.

10. **Hunting.** No hunting by the general public shall be allowed on any lot.

11. **Vehicles.** No unlicensed vehicle shall be left exposed on any lot in excess of one (1) week. No inoperable licensed vehicle shall be left on any lot in excess of one (1) month.

12. **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 shall be maintained in a clean and sanitary manner, and secured so trash may not be blown or scattered in any manner.

ARTICLE IV ENFORCEMENT

1. **Enforcement Actions.** Any owner of a lot shall have the right to prosecute an action enforcing the provisions of any of these covenants by injunctive relief, on behalf of such owner and all or part of the remaining owners. In addition, each owner shall have the right to prosecute for damages by reason of any covenant violation. The prevailing party shall be entitled to its costs, including reasonable attorneys' fees, incurred in enforcing these covenants.

2. **Limitations on Actions.** In the event any construction, alteration or site landscape work is commenced upon any portion of the Property in violation of these covenants and no action is commenced to restrain such violation within thirty (30) days

after the violation is recognizable, then injunctive or equitable relief shall be denied, but action for damages shall still be available to any party aggrieved. Said thirty (30) day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

**ARTICLE V
GENERAL PROVISIONS**

1. **Severability.** Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

2. **Effect and Duration of Covenants.** The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of an binding upon each tract in the Property, and each owner of property therein, his or her successors, representatives and assigns and shall continue in force and effect in perpetuity.

3. **Amendment.** The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the Owners of seventy percent (70%) of the land (computed on the basis of the number of acres owned by each owner) included within the boundaries of the Property, as the same may then be shown by the office of the Clerk and Recorder of Campbell County, Wyoming. Any such amendment shall be ineffective until it shall have been placed of record in the office of the County Clerk, Campbell County, Wyoming.

4. **Enforcement.** If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning a lot within the Property to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages actual and punitive for such violations.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand this 10 day of March, 1995.

LAURA JANE LODAHL JULY 31, 1987
REVOCABLE TRUST

By: Trusty Matheson, Trustee
TRUSTY MATHESON, Trustee

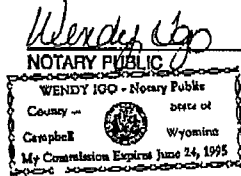
Trusty Matheson
TRUSTY MATHESON, Individually

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

I hereby certify that the foregoing instrument was acknowledged before me by TRUSTY MATHESON, individually and as the Trustee of the LAURA JANE LODAHL JULY 31, 1987 REVOCABLE TRUST, this 10 day of March, 1995.

WITNESS MY HAND and official seal.

My Commission Expires:



The undersigned have hereunto set their hands this 10 day of March, 1995.

John R. Apodaca
JOHN R. APODACA

Julie R. Apodaca
JULIE R. APODACA

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

I hereby certify that the foregoing instrument was acknowledged before me by JOHN R. APODACA and JULIE R. APODACA, this 10 day of March, 1995.

WITNESS MY HAND and official seal.

My Commission Expires:

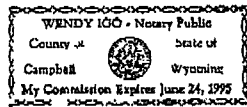


EXHIBIT "A"

Township 49 North, Range 72 West, Sixth P.M., Campbell County, Wyoming
Section 9: SW $\frac{1}{4}$ /SW $\frac{1}{4}$

Exhibit "A"
Page 1

EXHIBIT "B"

Parcel 1

N $\frac{1}{4}$ SW, SWNW, W $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, Township 49 North, Range 72
West, 6th P.M., Campbell County, Wyoming.

STATE OF WYOMING } is.
Campbell County }
Filed for record this 10th day of March, A.D., 1995 at 2:46 o'clock P.M. and recorded in Book 1327
of PHOTOS on page 261-268 Fees \$ 20.00 **694177**
By Crystal Green
County Clerk and Ex-Officio Register of Deeds
RECORDED
ABSTRACTED
INDEXED
CHECKED

