

418577

DECLARATION OF  
RESTRICTIVE AND PROTECTIVE COVENANTS  
FOR WESSEX SUBDIVISION

Richard L. Gray and Betty J. Gray, husband and wife,  
Dorothy J. Mobley, and Jack Mobley, wife and husband, and  
Alvin Gray, and Charleen Gray, husband and wife, being the  
fee owners of the following described real property located  
in Campbell County, State of Wyoming, the same being the  
real property now duly platted as Wessex Subdivision, a  
subdivision of Campbell County, as such plat is now recorded  
✓ in Book 2 of Plats, Page 53 of the records in  
the office of the County Clerk of Campbell County, Wyoming,  
hereby make the following declaration as to limitations,  
restrictions, and uses to which the lots or tracts constituting  
such subdivision may be put, and hereby specify that such  
declaration shall constitute covenants to run with all the  
land, as provided by law, and shall be binding on all parties  
and all persons claiming under them, and for the benefit of  
limitations on all future owners in such subdivision, to-  
wit:

A. PURPOSE OF COVENANTS

The purpose of these restrictions is to insure the use  
of the property for attractive residential purposes only, to  
prevent nuisances, to prevent the impairment of the attractive-  
ness of the property, to maintain the desired tone of the  
community, and thereby to secure to each site owner the full  
benefit and enjoyment of his home, with no greater restriction  
on the free and undisturbed use of his site than is necessary  
to insure the same advantages to the other site owners.

B. AREA OF APPLICATION

B-1. FULLY PROTECTED RESIDENTIAL AREA. The covenants  
herein declared in their entirety shall apply to all of  
Wessex Subdivision, a subdivision of Campbell County, Wyoming.

C. RESIDENTIAL AREA COVENANTS

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C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than two detached single-family dwellings not to exceed two and one-half stories in height, a private garage for not more than three cars for each and one detached storage building for each.

No residence shall be constructed containing less than 800 square feet of floor space, exclusive of basement area, and garage area.

C-2. BUILDING LOCATION.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than twenty-five (25) feet.

(b) No building shall be located nearer than five (5) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-3. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

C-4. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

By way of explanantion, but not limitation, the following is deemed to be a prima facia nuisance condition, to-wit: the storage or accumulation of junk and unoperable vehicles, machinery, building materials, trash and liter and the operation of inadequately muffled motorcycles, cars and other vehicles. For purposes of this covenant a nuisance shall be defined as such terms is understood at Common Law.

C-5. TEMPORARY STRUCTURES. No structure of a temporary character, travel trailer, campers, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as the residence of the lot owner either temporarily or permanently.

C-6. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale.

C-7. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-8. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that cats, small dogs, or other household pets, not including large dogs or horses may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Any and all animals kept on any lot shall be maintained in a humane and sanitary manner and shall not be allowed off of said lot except under the control of the owner.

C-9. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers and such containers shall be emptied at least

once each week. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-10. WATER SUPPLY. No water-supply system shall be permitted on any lot except the overall system operated by the Homeowner's Association in accordance with the requirements, standards, and recommendations of Campbell County, Wyoming, unless approved by the Homeowner's Association. Approval of any and all systems as installed shall be obtained from such authority.

C-11. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of Campbell County, Wyoming. Approval of such system as installed shall be obtained from such authority.

C-12. PARKING OF VEHICLES. Parking of trailer campers, truck campers, bus campers, boats and boat trailers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 48 hours, when parked on the street in front of a residence or on the front driveway or parking area between the front building line and the street.

C-13. FENCES. Each lot may be separated from nonsub-division land by a fence. Any and all fences constructed in this subdivision shall be of sufficient size and strength to keep commercial livestock out of the subdivision and to keep those animals which lot owners may maintain on their lots within the confines of said lot. Each lot owner shall maintain the fence on his lot, provided that if all lot owners agree, then responsibility for maintaining a perimeter fence adequate to fence commercial stock out of the subdivision may be assigned to the Wessex Subdivision Homeowners Association which may charge a reasonable fee to each owner to pay for the maintenance of said fence.

Fences will be of a high quality to preserve the tone

of the subdivision and therefore barbwire fences are not permitted, except for the perimeter fence.

C-14. ACCESS. Every lot shall have access to the abutting subdivision road by means of a drive, which shall be graded and shaled. All access drives shall be a minimum of 18' (eighteen feet) in width and shall include a culvert where needed to assure drainage along the subdivision road which culvert shall be a minimum of 12" (twelve inches) in diameter and constructed so as to conduct water under the drive along interior roads.

C-15. UTILITIES. All utilities, whether public or private shall be installed in a safe and workmanlike manner so as to maintain the scenic nature of this subdivision.

D. GENERAL PROVISIONS.

D-1. DURATION. The covenants and each of them enumerated herein shall apply with full force and effect for a period of five (5) years after the date of filing of the plat of this subdivision with the Campbell County Clerk and Ex-officio Recorder of Deeds. Thereafter any covenant or covenants may be amended by filing an Amended Declaration of Restrictive Covenants with the Campbell County Clerk and Ex-officio Recorder of Deeds if such amendments are affirmatively approved by all of the then owners of land within this subdivision. All covenants shall remain in full force and effect indefinitely if they are not specifically amended by the procedure above described. The amendment of one covenant shall in no wise affect any other covenant.

D-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned owners have hereunto set their hands and seals this 25 day of Oct, 1976.

Richard L. Gray  
Richard L. Gray

Betty J. Gray  
Betty J. Gray

Dorothy J. Mobley  
Dorothy J. Mobley

Jack Mobley  
Jack Mobley

Alvin Gray  
Alvin Gray

Charleen Gray  
Charleen Gray

STATE OF WYOMING )  
County of Crook )

The foregoing instrument was acknowledged before me by Richard L. Gray, Betty J. Gray, Dorothy J. Mobley, Jack Mobley, Alvin Gray and Charleen Gray this 25 day of Oct, 1976.

Witness My hand and official seal.



Jack W. Hughes  
Notary Public

STATE OF WYOMING } ss.  
Campbell County }  
Filed for record this 19th day of April A. D., 19 77 at 4:20 o'clock P. M. and recorded in Book 374  
of PHOTOS on page 222 Fees \$ 10.75  
Alvin G. Anderson RECEIVED  
County Clerk and Ex-Officio Register of Deeds  
By James E. Whitcomb  
Deputy 418577