

Restrictions indicating a preference,
limitation or discrimination based
on race, color, religion, sex, handicap,
familial status, or national origin are
hereby deleted to the extent such
restrictions violate 42 USC 3604(c).



BOOK 714 639

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
CARRICO SUBDIVISION

This DECLARATION, made on this 3rd day of March 1980,
by Kenneth E. Carrico, Lillian C. Carrico, Colleen C. Stratton,
and Kenneth E. Carrico II, hereinafter referred to as "Declarants".

WITNESSETH:

Whereas, Declarants are the owners of certain real property
in the town of Rawlins and County of Carbon, State of Wyoming,
which is more particularly described in the Subdivision plat
appended hereto and made part hereof,

Now, THEREFORE, Declarants hereby declare that all of the
properties described in the plat of the Carrico Subdivision shall
be held, sold, and conveyed subject to the following easements,
restrictions, covenants, and conditions which are for the purpose
of protecting the value and desirability of, and which shall run
with the real property and be binding upon 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

DEFINITIONS

A) Declarant. Declarant means Kenneth E. Carrico, Lillian
C. Carrico, Colleen C. Stratton, Kenneth E. Carrico II, their
successors and assigns.

B) Real Property. Real Property shall mean all of the real
property located in the Carrico Subdivision to the City of Rawlins,
as described in the Plat attached hereto.

C) Plat. The Plat means the plat for the Carrico Subdivision
as filed in the records of the office of the County Clerk and
Record of Carbon County, Wyoming on the same date that this
Declaration is filed. Plat is of Record in Book 6008 of Plats at Page 10.

D) Residence and Residential. Residence and Residential shall
pertain to single family dwellings.

E) Family Unit. Family Unit shall mean any residence
occupied by a single family.

F) Mobile Homes, House Trailers. Mobile homes and house
trailers shall mean any trailer or semitrailer which is designed,
constructed, or equipped as a dwelling place, living abode, or
sleeping place, either permanently or temporarily, and is, or
has ever been equipped to travel on streets and highways.

(1)

ARTICLE II

USE AND OTHER RESTRICTIONS

A) Persons Bound by These Restrictions. All persons, corporations, cooperatives, companies, and organizations who now own or who shall hereafter acquire, any interest in, or to the above described lots in Carrico Subdivision shall be taken and held to agree and covenant with the owners of said lots with the heirs, successors and assigns to conform to the covenants, restrictions, and stipulations as to the use thereof and as to the construction of residence and improvements thereon as provided herein.

B) No lot within the Subdivision shall be used except for single family residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot or lots other than for residential purposes, garages or carports and such other buildings incidental to the residential use which may be permitted by the architectural committee as hereinafter set forth.

C) No residence or other building shall exceed two and one-half stories in height and must contain approximately a minimum of 1800 square feet of living space.

D) No residence or other building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback as described by the Rawlins Zoning Ordinance, Rawlins Code of Ordinances.

E) Eaves, steps and open porches shall be considered as part of a building; provided, that this provision shall not be construed to permit any portion of a building, eave, step, open porch, or other extension to encroach upon any other lot, setback, or easement.

F) No mobile homes shall be placed upon any lot in the Subdivision, and no modular houses may be constructed without first having the plans, specifications and building materials approved by the architectural committee.

G) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to any owner in the Subdivision.

H) No structures of temporary character, such as mobile homes, trailers, tents, shacks, garages, or barns shall be used on any lot at any time as a residence.

I) No lot within the Subdivision shall be used or maintained as a dumping ground for any rubbish. Trash, garbage or other waste shall be kept in sanitary containers and all such equipment shall be kept in a clean and sanitary condition. The burning of garbage and trash in incinerators is prohibited and measures must be taken to secure any containers against spillage when they are awaiting sanitation service.

J) All lot owners shall be required to tap on to the city water and sewer services and no individual water supply system shall be permitted on any lot unless such system shall first be approved by the architectural committee. No private sewage disposal system shall be permitted on any lot.

ARTICLE IIIEASEMENTS

Easements for the installation and maintenance of utilities and drainage and other facilities are reserved as shown in the plat. No structure or material shall be placed or permitted to remain within such easements which may damage or interfere with the installation and maintenance of utilities or which may change or alter the direction of flow of drainage channels in the easements, or which may obstruct in any manner or retard the flow of water through drainage channels. The easement area of each lot and all improvements within it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE IVARCHITECTURAL CONTROL COMMITTEE

A) No residence, building, fence, wall, or other structure shall be erected, placed or altered on any lot within the Subdivision until the plans and specifications showing the location of the structure and the plans for construction have been approved by the architectural committee as to the quality of workmanship and materials, harmony of external design with the existing structures, location with respect to topography, finished grade, elevation, and compliance with the covenants and restrictions contained herein.

B) Until such time as fifty percent (50%) of the lots within the Subdivision have been sold, the architectural control committee shall be composed of Declarants. As soon as fifty percent (50%) of the lots in the Carrico Subdivision have been sold and conveyed, the Declarants shall cause a notice of election stating the date, time and place of election to be sent to the purchasers of said lots who, at the meeting of the lot owners, shall elect a committee consisting of five (5) members, each of whom shall be lot owners and upon whose election shall replace the Declarants as the approving agency for the provisions of these covenants and restrictions. Election to the architectural committee shall be for a three year term, and upon the death or resignation of any member of the committee, the remaining members shall have authority to designate a successor who shall remain on the committee until the next election.

C) Election to the architectural committee shall be held on the first day of March of each year at a meeting called for that purpose. Notice of the meeting shall be mailed by the committee to all property owners within the Subdivision.

D) Each lot within the Subdivision shall have one vote at the meeting and the majority of the lots as represented by the owners thereof at any meeting, may elect the members of the committee.

E) Within thirty (30) days after the plans and specifications for any construction or other matter designated for the architectural committee, said committee shall either approve or disapprove such plans and specifications, which approval or disapproval shall be in writing. In the event the committee fails to approve or disapprove within thirty days, after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. If plans shall be rejected because of non-compliance with the covenants and restrictions, the reasons therefor shall be stated in writing. The person submitting the plans shall have the right to make application to the committee for review of its decision and may request a variance from the restrictions.

F) The committee shall have full authority to grant variances from these covenants and restrictions up to ten percent (10%) of any requirement; provided, that the owner of the lot seeking the variance from the restrictions must first obtain in writing consent to the variance from those lot owners immediately surrounding the lot in question. The committee does not have power to grant a variance from the Rawlins City Code of Ordinances.

G) No member of the architectural committee shall receive compensation for service on such committee but the committee shall have the right to assess each lot for its pro rata share of the annual expenses incurred by the committee. Assessments shall be due and payable thirty (30) days after notice. Non-payment of any assessment shall result in the amount due being a lien upon the property subject to foreclosure pursuant to the law of the State of Wyoming.

H) All construction, material and use of lots within the Subdivision shall comply with the Rawlins City Code of Ordinances and the laws of the State of Wyoming.

ARTICLE V

AMENDMENT OF COVENANTS AND RESTRICTIONS

These covenants and restrictions may be amended only, changed, or cancelled by a vote of seventy-five percent (75%) of the owners representing seventy-five percent (75%) of the lots within the Subdivision.

ARTICLE VI

TERM

These covenants shall run with the land and shall be binding upon all of the parties and persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the owner of the lots has been recorded agreeing to change said covenants in whole or in part.

ARTICLE VII

GENERAL PROVISIONS

- A) Enforcement. Declarants and their successors shall have the right and authority to determine compliance with the covenants contained herein. Upon the violation of any covenant, or upon failure to pay any assessments, a written notice of such violation or failure shall be directed to the violator who shall then have ten (10) days after receipt of said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, Declarants or their successors, may re-enter and take possession of the violator's premises and correct the violation and charge all costs of such correction to the violator. In addition, damages may be assessed against the violator at the rate of \$25.00 per day for each day the violation continues after the ten day notice. In the event suit is required to collect any sums due, or to enjoin the violation of any of the covenants contained herein, violator, in addition to any of the other penalties provided herein or which may be assessed by a court, shall be liable for all attorney's fees and costs incurred by Declarants of their successors in bringing such action.
- B) Severability. Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provision which shall remain full force and effect.
- C) Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the lot owners, and the heirs, personal representatives, successors and assigns of each of them.

Dated this 3rd day of March, 1980.

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BOOK 714

DECLARANTS OF THE CARRICO SUBDIVISION

Kenneth E. Carrico
Kenneth E. Carrico

Lillian C. Carrico
Lillian C Carrico

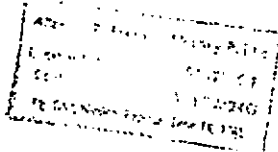
Colleen C. Stratton
Colleen C Stratton

Kenneth E. Carrico II
Kenneth E. Carrico II

STATE OF WYO }
County of Carbon } SS.

On this 3rd day of March, 1980, before me personally appeared Kenneth E., Lillian C., Kenneth E. Carrico II, and Colleen C. Stratton to me personally known.

Given under my hand and notarial seal, this 3rd day of March, A.D., 1980.



Alice P. Kellan
Notary Public

(6)

657464

STATE OF WYOMING }
Carbon County }
Filed for record on this 5th day
of March A. D. 1980 at 9:30
of which P. M. and recorded to Book 714
Page 579
Mary E. Bradford
Mary E. Bradford, County Clerk and Ex-officio Register of Deeds
Margaret E. Logan, Deputy