

IRON CROSS II SUBDIVISION COVENANTS
JOHN AND KAREN COLLINS

TO THE PUBLIC:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF IRON CROSS II SUBDIVISION

THIS DECLARATION MADE ON THE DATE HEREINAFTER SET FORTH BY JOHN AND KAREN COLLINS: 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:

LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9, LOT 10, LOT 11, LOT 12 AND LOT 13 OF THE IRON CROSS II SUBDIVISION.

TO BE KNOWN AS THE IRON CROSS II SUBDIVISION.

AND WHEREAS, IN ORDER TO ESTABLISH A GENERAL PLAN FOR THE 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: IRON CROSS II SUBDIVISION 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 THIS 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**

IRON CROSS II SUBDIVISION AS DESCRIBED ABOVE SHALL BE MADE UP OF THIRTEEN TRACTS APPROXIMATELY 2.70 - 5.87 ACRES IN SIZE. 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 OR 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. ALL STRUCTURES MUST BE PLACED ON A PERMANENT FOUNDATION. 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 BE PERMITTED. ALL MODULAR OR MANUFACTURED HOMES MUST BE 1993 OR NEWER.

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, CONSTRUCTION YARD, LIVESTOCK OR AGRICULTURAL ENTERPRISE.

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 PUBLIC HEALTH DEPARTMENT AND IN COMPLIANCE WITH THE REGULATIONS 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 UNITS.

SECTION 5 - 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. IN THE EVENT ANY OWNER OR RESIDENT UPON SAID PROPERTY SHALL MAINTAIN LIVESTOCK, POULTRY, OR OTHER ANIMALS, SAID OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF SUCH A FENCE OR ENCLOSURE AS WILL RESTRAIN AND KEEP ALL LIVESTOCK, POULTRY, AND OTHER ANIMALS ON HIS OWN PROPERTY.

SECTION 8 - AESTHETIC MAINTENANCE: ANY CONDITION CONSIDERED AN EYESORE BY A MAJORITY OF THE LOT OWNERS, HOMEOWNERS OR LANDOWNER'S ASSOCIATION, OR IMPROVEMENT AND SERVICE DISTRICT OR ITS EQUIVALENT MUST BE CORRECTED UPON NOTIFICATION BY REMAINING LOT OWNERS, HOMEOWNERS, OR LANDOWNERS' ASSOCIATION, OR IMPROVEMENT AND SERVICE DISTRICT OR ITS EQUIVALENT WITHIN THIRTY (30) DAYS.

**ARTICLE III
ROAD REPAIRS**

ALL REPAIRS TO THE COMMON ROADS THROUGH IRON CROSS II SUBDIVISION SHALL BE THE RESPONSIBILITY OF ALL LOT OWNERS 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 OR 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 IRON CROSS II 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 SEVENTY-FIVE PERCENT (75%) OR MORE OF THE LAND OWNERS VOTE FOR ANY AMENDMENT.

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 ANYONE 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.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE DECLARANTS HEREIN, HAS HEREUNTO SET ITS HAND AND SEAL THE 23 DAY OF OCTOBER, 2009.

OWNERS:

John A. Collins
JOHN A. COLLINS

Karen M. Collins
KAREN M. COLLINS

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

SUBSCRIBED AND SWORN TO BEFORE ME BY JOHN A. COLLINS AND KAREN M. COLLINS THIS 23rd DAY OF OCTOBER, 2009.

WITNESS MY HAND AND OFFICIAL SEAL.

Cheryl L. Wolff
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-23-2012



RECORDED ✓
ABSTRACTED ✓
INDEXED ✓
CHECKED ✓

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Susan F. Saunders, Campbell County Clerk by: L. DROSE