

893877

**LOT 1A, 1B, 1C, 1D OF THE FOSTER FLATS**  
**SUBDIVISION COVENANTS**  
**JOHN A. COLLINS**

TO THE PUBLIC:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LOT 1A, 1B, 1C, 1D OF THE FOSTER FLATS SUBDIVISION**

THIS DECLARATION MADE ON THE DATE HEREINAFTER SET FORTH BY JOHN A. COLLINS: REFERRED TO AS "DECLARANT".

WITNESSETH:

**WHEREAS, DECLARANT is the OWNER OF A CERTAIN PROPERTY IN CAMPBELL COUNTY, STATE OF WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**LOT 1 OF THE FOSTER FLATS SUBDIVISION**

**(TO BE KNOWN AS THE LOT 1A, 1B, 1C, 1D OF THE FOSTER FLATS SUBDIVISION.**

**AND WHEREAS, IN ORDER TO ESTABLISH A GENERAL PLAN FOR THE IMPROVEMENT AND DEVELOPMENT OF THE PROPERTY, THE DECLARANT DESIRES 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, DECLARANT WILL CONVEY THE SAID PROPERTY, SUBJECT TO CERTAIN PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, LIENS, AND CHARGES AS HEREINAFTER SET FORTH;**

**NOW THEREFORE, DECLARANT HEREBY DECLARES 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.**

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## ARTICLE I DEFINITIONS

**SECTION 1:** LOT 1A, 1B, 1C, 1D OF THE FOSTER FLATS 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

LOT 1A, 1B, 1C, 1D OF THE FOSTER FLATS SUBDIVISION AS DESCRIBED ABOVE SHALL BE MADE UP OF FOUR TRACTS APPROXIMATELY 5-10 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. PERMANENT FOUNDATION MEANING A CONCRETE PEIR FOUNDATION, A CONCRETE PERIMETER FOUNDATION OR A BASEMENT WITH THE HOME BEING PERMANENTLY SECURED OR ATTACHED TO THE ACTUAL FOUNDATION. NO MANUFACTURED HOME DESIGNED AS A SINGLE-WIDE HOME; REGARDLESS OF THE 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. ALL MODULAR OR MANUFACTURED HOMES MUST BE 2008 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 -- HUNTING:** NO HUNTING SHALL BE ALLOWED ON ANY LOT.

**SECTION 4 -- 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 5 -- 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 6 -- MINIMUM ACREAGE:** NO SUBDIVIDING OR SPLITTING OF LOTS SHALL BE ALLOWED. ONLY ONE PRINCIPAL DWELLING IS ALLOWED PER LOT.

**SECTION 7 -- 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 -- OFFENSIVE ACTIVITY:** NO NOXIOUS OR OFFENSIVE ACTIVITIES, INCLUDING THOSE INVOLVING SNOW MOBILES, MOTOR CYCLES AND ALL TERRAIN VEHICLES SHALL BE ALLOWED UPON ANY LOT NOR SHALL ANYTHING BE DONE THERE ON WHICH IS AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. NO "TRACK" SHALL BE CONSTRUCTED ON ANY LOT FOR PURPOSE OF RIDING SNOW MOBILES, MOTOR CYCLES OR ALL TERRAIN VEHICLES.

**SECTION 9 -- 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 LOT 1A, 1B, 1C, 1D OF THE FOSTER FLATS

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 LOT 1A, 1B, 1C, 1D OF THE FOSTER FLATS 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 HERINAFTER 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 DECLARANT HEREIN, HAS  
HEREUNTO SET ITS HAND AND SEAL THE 30<sup>th</sup> DAY OF APRIL, 2007.

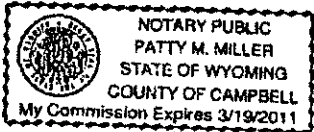
OWNERS:

John A. Collins  
JOHN A. COLLINS

STATE OF WYOMING )  
                                  )ss  
COUNTY OF CAMPBELL )

SUBSCRIBED AND SWORN TO BEFORE ME BY JOHN A. COLLINS THIS 30<sup>th</sup> DAY OF  
APRIL, 2007.

WITNESS MY HAND AND OFFICIAL SEAL.



Patty M. Miller  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3/19/2011