

521277

DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE
RESUBDIVISION OF WARD CREEK SUBDIVISION
CAMPBELL COUNTY, WYOMING

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

WHEREAS, the undersigned being the owners of certain real property in Campbell County, Wyoming, which has been subdivided and now known as the Ward Creek Subdivision, hereinafter the "Subdivision", more particularly set forth on a plat attached hereto and marked as Exhibit "A", and more particularly described in the metes and bounds on Exhibit "A", and as owners desire to place certain restrictive covenants on the subdivision for the purpose of reserving the quality of living, and keeping and maintaining desirable uses within the subdivision, and to further protect the owners from offensive activities of their neighbors, the following limitations and restrictions shall constitute COVENANTS RUNNING WITH THE LAND, and shall be binding upon all future owners, and/or buyers under an agreement for warranty deed or any other agreement for purchase, as well as all assigns and successors in interest of property within the subdivision.

1. No more than one residence for living purposes may be located on any lot, whether constructed homes, mobile homes, or combination of these types of homes.
2. No further subdivision of any lot shall be allowed.
3. All mobile homes shall be skirted within six(6) months of occupancy.
4. The property shall not be used for any purpose that would result in the pollution of any water way which flows through or near by said property. No property shall be used in any manner which allows refuse, sewage, or other material to exist or accumulate that might tend to pollute the waters flowing through or near by said property, or that may otherwise tend to impair the ecological balance or beauty of the surrounding properties.
5. All garbage, trash or other debris of any type or nature shall be removed from the premises not less than two(2) times per month. At no time shall any garbage, trash or other debris be allowed to accumulate that creates a public health hazard or nuisance to other owners within the subdivision or the owners of surrounding lands. No portion of the property shall be used or maintained as dumping ground for rubble, trash, garbage, waste water or other waste. All trash, garbage, and other waste shall be kept in sanitary containers. All incinerators or other equipment for storage of disposal of such material shall be kept in a clean and sanitary condition.
6. No residence erected or placed upon any of said lots shall be erected, maintained or located nearer to a boundary than twenty feet(20'). There is specifically preserved adjacent to each lot line, (not a street boundary), a strip ten feet (10') in width as an easement for utility lines, (water, sewer, and power), and no building or structure shall be placed thereon. All septic tanks or other sewage disposal systems, (including leach field or other drainage field) and their placements and construction are the responsibility of the owner, and shall be at least fifty feet(50') from any property line.
7. All sewage disposal systems shall be of such type and construction so as to prevent dissemination of waste above ground, and prevent the emanation of odor.

STATE OF WYOMING)
 Campbell County) ss.
 Filed for record this 23rd day of November A.D. 1982 at 12:24 o'clock P.M. and recorded in Book 648
 of Photos on page 220 Fees \$ 8.00
 County Clerk and Livingston E. Addison in Register of Deeds RECORDED ABSTRACTED INDEXED By [Signature]
 521277

8. No salvage yard shall be permitted on any lot within the subdivision. A salvage yard shall include but shall not be limited to the storage and sale of used or junk vehicles, scrap metal, wood or other material.

9. In the event any owner or resident upon said property shall maintain livestock or pets, said owner shall be responsible for constructing such a fence as will restrain and keep all livestock and pets on his own property.

10. Livestock may be kept on the property; however, no more than three (3) hogs may be kept on any lot. No commercial feed lots shall be permitted. In order to prevent over grazing, livestock shall be kept in a small corral or enclosure not to exceed twenty percent (20%) of the lot size, and only allowed for occasional grazing in remaining grass area owned and fence by the owner.

11. Drainage culverts shall be required in road approaches when necessary to provide for drainage, and culverts so installed shall be not less than 14 inches in diameter.

12. A church facility along with a separate residence for a parsonage shall be acceptable use for any lot.

13. No business selling any form of alcoholic beverage shall be conducted on any lot within the subdivision.

14. No business activity shall be conducted which creates any odor, dust, or noise which is a nuisance to any other property owner or occupants within the subdivision.

15. No right-of-way or additional easements other than those established by the attached plat, shall be created or granted to property outside the dedicated boundaries of the subdivision.

16. No more than one unlicensed automobile or truck shall be allowed on any property at any time unless stored within an enclosed building.

17. Each lot owner or buyer under an agreement for deed or other purchase agreement shall be a part of Ward Creek Landowners Association, a non-profit corporation, and shall be subject to an assessment for the use of street, roads and water system within the subdivision. Such assessment shall be fixed by the association and the association shall be governed by the by-laws of the corporation. All assessments not paid when due shall become a lien on the property and shall remain a lien until fully paid. Ward Creek Landowners Association, its successors and assigns, shall have the right and power to bring any action necessary to collect such assessments and to enforce said lien.

18. These restrictions and covenants may be amended or altered at any time upon the written approval of the owner or owners, of seventy-five percent (75%) of the lots within the subdivision.

19. The term of these restrictive covenants shall be for a period of twenty (20) years, and thereafter said restrictive covenants shall be renewed for an additional term of twenty (20) years. On or before the twentieth year anniversary date of these covenants or any twentieth anniversary thereafter, those persons owning two-thirds ($\frac{2}{3}$) of the land within the subdivision, may amend or terminate these covenants.

20. Invalidiation of any one or more of the covenants or conditions hereof by court judgement or order shall not affect in any manner the other provisions which shall remain in full force and effect.

21. Any individual, partnership or corporation that is an owner or buyer of a lot within the subdivision under an agreement for warranty deed or any other purchase agreement, or their assigns, agents or lessees, violates or breaches any of the covenants or restrictions contained herein, shall be assessed a penalty of \$25.00 per day for each day of a continuing violation. The period of a violation shall be deemed to begin on the written notice to the violator and shall continue until termination of the violation or breach. All penalties assessed under these provisions shall be the property of and paid to the Ward Creek Landowners Association, a non-profit corporation, any landowner of property adjacent to the subdivision, or their heirs, executors or assigns, shall have the right individually and jointly to proceed at law or in equity to compel the compliance with the terms hereof, or to prevent the violation or breach of any of these covenants. The failure to promptly enforce any of these covenants and restrictions shall not bar the enforcement at any time. Should it become necessary for any of the above listed parties to take legal action for the enforcement of these covenants and restriction, the party so violating the covenants or restrictions, shall be liable for all attorney's fees and costs.

DATED this 12 day of MARCH, 1981.

Kelly F. Mader
Kelly F. Mader
Attorney in fact for Melvin R. and
Bernadine M. Edwards

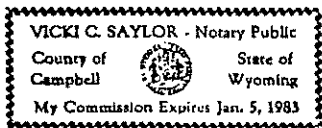
STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Kelly F. Mader, Attorney in fact for Melvin R. and Bernadine M. Edwards, this 12th day of March, 1981.

Witness my hand and official seal.

Vicki C. Saylor
Notary Public

My commission expires: Jan 5, 1983



DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WARD CREEK SUBDIVISION
CAMPBELL COUNTY, WYOMING

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

WHEREAS, the undersigned being the owners of certain real property in Campbell County, Wyoming, which has been subdivided and now known as the Ward Creek Subdivision, hereinafter the "Subdivision", more particularly set forth on a plat attached hereto and marked as Exhibit "A", and more particularly described in the metes and bounds on Exhibit "A", and as owners desire to place certain restrictive covenants on the subdivision for the purpose of reserving the quality of living, and keeping and maintaining desirable uses within the subdivision, and to further protect the owners from offensive activities of their neighbors, the following limitations and restrictions shall constitute COVENANTS RUNNING WITH THE LAND, and shall be binding upon all future owners, and/or buyers under an agreement for warranty deed or any other agreement for purchase, as well as all assigns and successors in interest of property within the subdivision.

1. No more than two (2) residences for living purposes may be located on any lot or legally subdivided portion of a lot, whether constructed homes, mobile homes, or combination of these types of homes.

2. Further subdivision of any lot shall be limited to one (1) division, and no lot shall be divided so as to provide that any subdivision thereof would result in a lot of less than 2.5 acres.

3. All mobile homes shall be skirted within six (6) months of

occupancy.

4. The property shall not be used for any purpose that would result

in the pollution of any water way which flows through or near by said property.

No property shall be used in any manner which allows refuse, sewage, or other material to exist or accumulate that might tend to pollute the waters flowing through or near by said property, or that may otherwise tend to impair the ecological balance or beauty of the surrounding properties.

5. All garbage, trash or other debris of any type or nature shall be

removed from the premises not less than two (2) times per month. At no time

shall any garbage, trash or other debris be allowed to accumulate that creates

a public health hazard or nuisance to other owners within the subdivision or

the owners of surrounding lands. No portion of the property shall be used

or maintained as dumping ground for rubble, trash, garbage, waste water or

other waste. All trash, garbage, and other waste shall be kept in sanitary

containers. All incinerators or other equipment for storage or disposal of

such material shall be kept in a clean and sanitary condition.

6. No residence erected or placed upon any of said lots shall be erected,

maintained or located nearer to a boundary than twenty feet (20'). There is

specifically preserved adjacent to each lot line, (not a street boundary), a

strip ten feet (10') in width as an easement for utility lines, (water, sewer,

and power), and no building or structure shall be placed thereon. All septic

tanks or other sewage disposal systems, (including leach field or other drainage

field) and their placements and construction are the responsibility of the owner,

and shall be at least fifty feet (50') from any property line.

7. All sewage disposal systems shall be of such type and construction

so as to prevent dissemination of waste above ground, and prevent the emanation of odor.

8. No salvage yard shall be permitted on any lot within the subdivision. A salvage yard shall include but shall not be limited to the storage and sale of used or junk vehicles, scrap metal, wood or other material.

9. In the event any owner or resident upon said property shall maintain livestock or pets, said owner shall be responsible for constructing such a fence as will restrain and keep all livestock and pets on his own property.

10. Livestock may be kept on the property; however, no more than three (3) hogs may be kept on any lot. No commercial feed lots shall be permitted. In order to prevent over grazing, livestock shall be kept in a small corral or enclosure not to exceed twenty percent (20%) of the lot size, and only allowed for occasional grazing in remaining grass area owned and fenced by the owner.

11. Drainage culverts shall be required in road approaches when necessary to provide for drainage, and culverts so installed shall be not less than 14 inches in diameter.

12. A church facility along with a separate residence for a parsonage shall be acceptable use for any lot.

13. No business selling any form of alcoholic beverage shall be conducted on any lot within the subdivision.

14. No business activity shall be conducted which creates any odor, dust, or noise which is a nuisance to any other property owner or occupants within the subdivision.

15. No right-of-way or additional easements other than those established by the attached plat, shall be created or granted to property outside the dedicated boundaries of the subdivision.

16. No more than one unlicensed automobile or truck shall be allowed on any property at any time unless stored within an enclosed building.

17. Each lot owner or buyer under an agreement for deed or other purchase agreement shall be a part of Ward Creek Landowners Association, a non-profit corporation, and shall be subject to an assessment for the use of streets, roads, and water system within the subdivision. Such assessment shall be fixed by the association and the association shall be governed by the by-laws of the corporation. All assessment not paid when due shall become a lien on the property and shall remain a lien until fully paid. Ward Creek Landowners Association, its successors and assigns, shall have the right and power to bring any action necessary to collect such assessments and to enforce said lien.

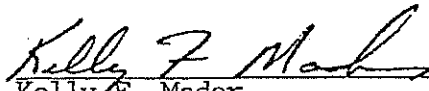
18. These restrictions and covenants may be amended or altered at any time upon the written approval of the owner or owners of seventy-five percent (75%) of the lots within the subdivision.

19. The term of these restrictive covenants shall be for a period of twenty (20) years from the date hereof, and said restrictive covenants shall automatically be renewed for an additional period of twenty (20) years, and thereafter said restrictive covenants shall be renewed for an additional term of twenty (20) years. On or before the twentieth year anniversary date of these covenants or any twentieth anniversary thereafter, those persons owning two-thirds (2/3) of the land within the subdivision, may amend or terminate these covenants.

20. Invalidation of any one or more of the covenants or conditions hereof by court judgment or order shall not affect in any manner the other provisions which shall remain in full force and effect.

21. Any individual, partnership or corporation that is an owner or buyer of a lot within the subdivision under an agreement for warranty deed or any other purchase agreement, or their assigns, agents or lessees, violates or breaches any of the covenants or restrictions contained herein, shall be assessed a penalty of \$25.00 per day for each day of a continuing violation. The period of a violation shall be deemed to begin on the written notice to the violator and shall continue until termination of the violation or breach. All penalties assessed under this provisions shall be the property of and paid to the Ward Creek Landowners Association, a non-profit corporation. The subdivider, lot owners including purchasers under an agreement for deed or other purchase agreement, Ward Creek Landowners Association, a non-profit corporation, any landowner of property adjacent to the subdivision, or their heirs, executors or assigns, shall have the right individually and jointly to proceed at law or in equity to compel the compliance with the terms hereof, or to prevent the violation or breach of any of these covenants. The failure to promptly enforce any of these covenants and restrictions shall not bar the enforcement at any time. Should it become necessary for any of the above listed parties to take legal action for the enforcement of these covenants and restrictions, the party so violating the covenants or restrictions, shall be liable for all attorney's fees and costs.

DATED this 10 day of September, 1981.



Kelly F. Mader
Attorney in fact for Melvin R. and
Bernadine M. Edwards

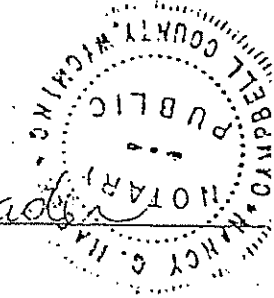
STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

ss. Book 579 of Photos, Page 144

The foregoing instrument was acknowledged before me by Kelly F. Mader this 10 day of September, 1981.

WITNESS my hand and official seal.

Nancy A. Mader
Notary Public



STATE OF WYOMING)
)
Campbell County)

ss.

for record this 19th day of Oct. A. D., 1981 at 11:50 o'clock A. M. and recorded in Book 579
Photos on page 139 Fees \$ 14.00

502954

Virion E. Addison
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED ✓

By Wesley Acker
Deputy