

901892

*MOORE COURT Subdivision*

DECLARATION OF COVENANTS AND RESTRICTION

THIS DECLARATION made on the date hereinafter set forth by Berton David Fortner and Susannah Q Fortner, husbands and wife, herein referred to as "Declarants"

WITNESSETH:

WHEREAS, declarant is the owner of real property in Campbell County, State of Wyoming, more particularly described as follows and referred to hierin as "the property"

Township 49 North, Range 71 West, 6<sup>th</sup> P.M.

Section 13: SW ¼ SW ¼

WHEREAS, Declarant desires to subject the property and any subdivision thereof to certain conditions, covenants, and restriction to insure the property will be used in a manner no inconsistent with the use of surrounding properties; and,

NOW, THEREFORE, declarant hereby declares that the property shall be held, sold and conveyed subject to the following restriction, covenants and condition which are for the purposes of protection the value and desirability of the property and the property adjacent thereto and shall run with the property and be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

NATURE AND PURPOSE OF COVENANTS AND ENFORCEMENT

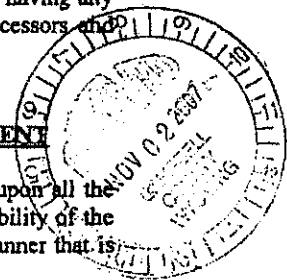
These covenants and restrictions are proposed upon Declarants and upon all the future owners of the property for purpose of protecting the value and desirability of the property and insuring that said property will be used and maintained in a manner that is not inconsistent with the surrounding property.

This declaration of covenants and restrictions shall be for the benefit of and enforceable by Declarants, and the owners of the property, successors in interest, heirs, trustees, personal representatives and assigns.

Declarants shall have the option to relinquish and irrevocably waive their right and the rights of their successors in interest to enforce these covenants for all or a portion of the appurtenant property by filing such notice with the Campbell County Clerk.

ARTICLE II  
USE OF THE PROPERTY

A. PROPERTY USE: Subject to these covenants, the property shall be constructed upon, improved, used and occupied only for private residential purposes



consistent with the Campbell County zoning regulations applicable to "Rural Residential" zones, in effect on the date that said construction, improvements, use or occupation begins.

**B. CONSTRUCTION:** All homes constructed shall be stick built or mobile homes not older than 1980. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage of 800 square feet. All construction, including utilities, shall meet the building codes for Campbell County, Wyoming, on the date of commencement of the said construction. All dwellings shall be skirted with color coordinated skirting within 30 days of the dwelling being moved on the lot.

All outbuildings must be permanent structures. No portable structures or mobile home structures shall be allowed. Outbuilding must be pole building, metal building, or stick built and shall be constructed of such materials and maintained in such a manner so as to not detract from the general appearance and living conditions of the area. Two mobile homes connected together will not be allowed for any use.

**C. COMMERCIAL USE:** No part of the property shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or such other non-residential purposes including, but not limited to, stores, personal service shops, repair shops, storage units, repair garage, restaurant, dance hall pipe yard, oil field business, construction yard, dog kennel, livestock or agricultural enterprise, or other public place of amusement.

**D. HUNTING:** No hunting by the general public shall be allowed on the property. Shooting ranges for firearms or firearm target practice shall not be allowed on the property.

**E. SEWAGE:** All septic tanks or their sewage disposal systems shall be designed, located, and constructed in accordance with the laws, regulations, requirements, standards and recommendations of the Wyoming Public Health Department, Campbell County, Wyoming, and the laws of the State of Wyoming.

**F. VEHICLES:** "Vehicle" shall be defined as any device designed to operate on wheels or runners, the primary function of which is for conveying persons or objects. No inoperable and /or unlicensed vehicle shall be exposed on the property for more than thirty (30) days. So long as the vehicle is operable, this does not apply to tractors or farm related vehicles that are not required to be licensed.

**G. RUBBISH AND TASH COLLECTION:** The property shall not be used or maintained as a dumping ground for rubbish. All rubbish, trash and garbage shall be regularly removed and shall no be allowed to accumulate thereon. All refuse containers and storage areas shall be maintained in a clean and sanitary manner and secured to trash may not be blown or scattered in any manner.

H. **LIVESTOCK:** Livestock and domesticated animals may be kept on the property provided such livestock is confined to the owner's property, and as further provided herein. No commercial enterprise involving livestock shall be permitted. All livestock, poultry, dogs, and other animals must be adequately fenced or contained in a sanitary and clean environment. No owner shall allow the property to be overgrazed. The owner of the property shall be responsible for construction of a fence or enclosure as will restrain and keep all livestock, poultry, and other animals on the owner's property. No more than four (4) adult horses and or cows may be kept on 10 acres of property. Adult animals are defined as animals having been weaned. Animals will remain in a corralled area if overgrazing is apparent.

I. **OFFENSIVE ACTIVITY.** No noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance within the property. Barking dogs shall be considered an annoyance and nuisance and shall be considered a violation of these covenants.

J. **AESTHETIC MAINTENANCE.** Any property condition considered unsightly or offensive by a majority of the owners, by acreage, or the Declarants must be corrected upon notification to the offending owner within thirty (30) days.

### ARTICLE III GENERAL PROVISIONS

A. **COVENANTS RUN WITH LAND:** These covenants shall run with the land and shall be binding upon all owners, their heirs, trustees, successors and assigns.

B. **AMENDMENT OF COVENANTS:** These covenants may be amended by agreement of the Owners of seventy-five percent (75%) or more of the property (by acreage) in writing for any such amendment.

C. **ENFORCEMENT:** The Declarants shall have the right to enforce, by any proceeding at law or in equity, all covenants now or hereinafter imposed by the provisions of the Declaration. Failure by the Declarants to enforce any covenant herein contained shall in no event be deemed a waiver of the right to enforce such covenant(s). Such failure shall not prevent the Declarants from enforcing any subsequent covenant violation.

D. **ATTORNEY FEES:** Any expense reasonably incurred in collection and/or enforcing any of the above covenants, which shall include reasonable attorney's fees, shall be paid by the owner against whom the covenants have been successfully enforced.

E. **SEVERABILITY:** Invalidation of any 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.

INWITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seals the 30 day of January, 2007.

Berton David Fortner  
Berton David Fortner

Susannah Q. Fortner  
Susannah Q. Fortner

STATE OF WYOMING )  
                          )ss.  
COUNTY OF CAMPBELL )

The above and foregoing DECLARATION OF COVENANTS AND RESTRICTIONS was subscribed and sworn to before me this 30th day of Jan., 2007, by Berton David Fortner and Susannah Q. Fortner, husband and wife  
WITNESS my hand and official seal

Tracy Sams  
Notary Public



RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

AMENDED  
DECLARATION OF COVENANTS AND RESTRICTION  
MOORE COURT SUBDIVISION

THIS AMENDED DECLARATION made on the date hereinafter set forth by Berton David Fortner and Susannah Q Fortner, husbands and wife, herein referred to as "Declarants", amends DECLARATION OF COVENANTS recorded in Book 2326 of photos, page 313 recorded on 11-2-07, in Campbell County Courthouse.

WITNESSETH:

WHEREAS, declarant is the owner of real property in Campbell County, State of Wyoming, more particularly described as follows and referred to hierin as "the property"

MOORE COURT SUBDIVISION located in

Township 49 North, Range 71 West, 6<sup>th</sup> P.M.  
Section 13: SW  $\frac{1}{4}$  SW  $\frac{1}{4}$

WHEREAS, Declarant desires to subject the property and any subdivision thereof to certain conditions, covenants, and restriction to insure the property will be used in a manner no inconsistent with the use of surrounding properties; and,

NOW, THEREFORE, declarant hereby declares that the property shall be held, sold and conveyed subject to the following restriction, covenants and condition which are for the purposes of protection the value and desirability of the property and the property adjacent thereto and shall run with the property and be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**NATURE AND PURPOSE OF COVENANTS AND ENFORCEMENT**

These covenants and restrictions are proposed upon Declarants and upon all the future owners of the property for purpose of protecting the value and desirability of the property and insuring that said property will be used and maintained in a manner that is not inconsistent with the surrounding property.

This declaration of covenants and restrictions shall be for the benefit of and enforceable by Declarants, and the owners of the property, successors in interest, heirs, trustees, personal representatives and assigns.

Declarants shall have the option to relinquish and irrevocably waive their right and the rights of their successors in interest to enforce these covenants for all or a portion of the appurtenant property by filing such notice with the Campbell County Clerk.

**ARTICLE II**  
**USE OF THE PROPERTY**

A. **PROPERTY USE:** Subject to these covenants, the property shall be constructed upon, improved, used and occupied only for private residential purposes consistent with the Campbell County zoning regulations applicable to "Rural Residential" zones, in effect on the date that said construction, improvements, use or occupation begins.

B. **CONSTRUCTION:** All homes constructed shall be stick built, modular or mobile homes not to be older than a 2000 model and modular and mobile homes must be double wide or larger. All construction, including utilities, shall meet the building codes for Campbell County, Wyoming, on the date of commencement of the said construction. All dwellings shall be skirted with color coordinated skirting within 30 days of the dwelling being moved on the lot.

All outbuildings must be permanent structures. No portable structures or mobile home structures shall be allowed. Outbuilding must be pole building, metal building, or stick built and shall be constructed of such materials and maintained in such a manner so as to not detract from the general appearance and living conditions of the area. Two mobile homes connected together will not be allowed for any use.

Temporary housing will be permitted during the construction process for a time not to exceed 12 months from the time of moving on.

C. **COMMERCIAL USE:** No part of the property shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or such other non-residential purposes including, but not limited to, stores, personal service shops, repair shops, storage units, repair garage, restaurant, dance hall pipe yard, oil field business, construction yard, dog kennel, livestock or agricultural enterprise, or other public place of amusement..

D. **HUNTING:** No hunting by the general public shall be allowed on the property. Shooting ranges for firearms or firearm target practice shall not be allowed on the property.

E. **SEWAGE:** All septic tanks or their sewage disposal systems shall be designed, located, and constructed in accordance with the laws, regulations, requirements, standards and recommendations of the Wyoming Public Health Department, Campbell County, Wyoming, and the laws of the State of Wyoming.

F. **VEHICLES:** "Vehicle" shall be defined as any device designed to operate on wheels or runners, the primary function of which is for conveying persons or objects. No inoperable and /or unlicensed vehicle shall be exposed on the property for more than thirty (30) days. So long as the vehicle is operable, this does not apply to tractors or farm related vehicles that are not required to be licensed.

G. RUBBISH AND TASH COLLECTION: The property shall not be used or maintained as a dumping ground for rubbish. All rubbish, trash and garbage shall be regularly removed and shall no be allowed to accumulate thereon. All refuse containers and storage areas shall be maintained in a clean and sanitary manner and secured to trash may not be blown or scattered in any manner.

H. LIVESTOCK: Livestock and domesticated animals may be kept on the property provided such livestock is confined to the owner's property, and as further provided herein. No commercial enterprise involving livestock shall be permitted. All livestock, poultry, dogs, and other animals must be adequately fenced or contained in a sanitary and clean environment. No owner shall allow the property to be overgrazed. The owner of the property shall be responsible for construction of a fence or enclosure as will restrain and keep all livestock, poultry, and other animals on the owner's property. No more than four (4) adult horses and or cows may be kept on 9 acres of property. Only two (2) swine may be kept on property. No breeding swine will be allowed. Adult animals are defined as animals having been weaned. Animals will remain in a corralled area if overgrazing is apparent.

I. OFFENSIVE ACTIVITY. No noxious of offensive activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance within the property. *Barking dogs* will be considered an annoyance and nuisance and shall be considered a violation of these convenants.

J. AESTHETC MAINTENANCE. Any property condition considered unsightly or offensive by a majority of the owners, by acreage, or the Declarants must be corrected upon notification to the offending owner within thirty (30) days.

### ARTICLE III WATER USAGES

A. IRRIGATION of any kind is not allowed using the Moore Court water supply. Any irrigation must come from an alternate water source such as a personal well on property or water that has been hauled in.

B. WATER is for domestic use only. This includes watering of a reasonable sized lawn, trees and livestock.

### ARTICLE VI GENERAL PROVISIONS

A. COVENANTS RUN WITH LAND: These covenants shall run with the land and shall be binding upon all owners, their heirs, trustees, successors and assigns.

B. AMENDMENT OF COVENANTS: These covenants may be amended by agreement of the Owners of seventy-five percent (75%) or more of the property (by acreage) in writing for any such amendment.





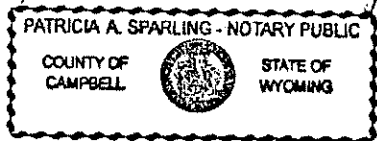
Paul Record  
Paul Record

STATE OF WYOMING )  
 )ss.  
COUNTY OF CAMPBELL )

The above and foregoing DECLARATION OF COVENANTS AND RESTRICTIONS was subscribed and sworn to before me this 1<sup>st</sup> day of October ~~2007~~, by ~~Berton David Fortner and Susannah Q. Fortner, husband and wife~~ Paul Record ~~2009~~ WITNESS my hand and official seal

Patricia A. Sparling  
Notary Public

*My Commission Expires 2-6-10*



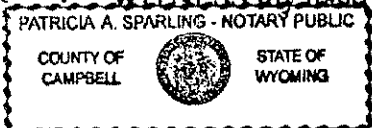
Lori Record  
Lori Record

STATE OF WYOMING )  
 )ss.  
COUNTY OF CAMPBELL )

The above and foregoing DECLARATION OF COVENANTS AND RESTRICTIONS was subscribed and sworn to before me this 1<sup>st</sup> day of October ~~2007~~, by ~~Berton David Fortner and Susannah Q. Fortner, husband and wife~~ Lori Record ~~2009~~ WITNESS my hand and official seal

Patricia A. Sparling  
Notary Public

*My Commission Expires 2-6-10*



Norm King  
Norm King

STATE OF WYOMING )  
 )ss.  
COUNTY OF CAMPBELL )

The above and foregoing DECLARATION OF COVENANTS AND RESTRICTIONS was subscribed and sworn to before me this 13 day of Oct ~~2009~~, by ~~Berton David Fortner and Susannah Q. Fortner, husband and wife~~ Norm King WITNESS my hand and official seal

Andi K. Selhaug, Deputy  
Notary Public

