

855062

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OVERBROOK ESTATES, OVERBROOK ESTATES PHASE II AND OVERBROOK ESTATES PHASE III
CRAIG G. MADER AND DEBORAH A. MADER,
TRUSTEES OF THE CRAIG MADER FAMILY TRUST

TO THE PUBLIC:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF OVERBROOK ESTATES,
OVERBROOK ESTATES PHASE II, AND OVERBROOK ESTATES PHASE III

THIS DECLARATION made on the date hereinafter set forth by CRAIG G. MADER FAMILY TRUST, CRAIG G. MADER and DEBORAH A. MADER, Trustees; 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:

All of the NE1/4 NW1/4; NW1/4 NE1/4; SW1/4 NE1/4; NW1/4 SE1/4 and the SW1/4 SE1/4 of Section 10, T49N, R73W of the Sixth Principal Meridian, Campbell County, Wyoming (including Overbrook Estates, Overbrook Estates Phase II, and Overbrook Estates Phase III)

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 for 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 right, 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: Overbrook Estates, Overbrook Estates Phase II, and Overbrook Estates Phase III shall mean and refer to that certain real property herein before described, in such additions thereto 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: DECLARANTS shall mean and refer to THE CRAIG G. MADER FAMILY TRUST, CRAIG G. MADER and DEBORAH A. MADER, TRUSTEES, their heirs, successors and assigns, if such heirs, successors and assigns should acquire more than one undeveloped lot for the DECLARANTS from the purpose of development.

Section 4: 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

Overbrook Estates, Overbrook Estates Phase II, and Overbrook Estates Phase III as described above shall be made up of eleven tracts approximately 5 acres in size, and fourteen tracts approximately ten acres in size, for a total of 25 total lots. 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 up 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 double-wide mobile homes. No mobile homes designed as single-wide mobile homes, regardless of square footage shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,500 square feet. Two mobile homes designed as single-wides and attached together shall not constitute a double wide. Lots 1 through 9 of Phase I and II, and lots 1 through 3 of Phase III will be zoned RR, and will allow manufactured houses provided they meet the following criteria:

1. The roof pitch will be a minimum of a 5/12 pitch.
2. The exterior foundation/skirting will be poured concrete, laid block, brick, or stone. Board skirting of any kind is prohibited.
3. Vinyl siding is prohibited.

Lots 10 through 22 will be zoned RS, and only stick built dwellings will be allowed

Section 2- BUILDING PLANS AND APPROVAL:

No building shall be erected or placed on any residential lot until the construction plans, specifications and a plan showing the location of the structure have been approved in writing by the developers.

All buildings shall be constructed and maintained in such a fashion and of such materials so as not to detract from the attractiveness of the area.

Section 3. 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, restaurant, dance hall, pipe yard, oil field business, methane business, construction yard, livestock or agricultural enterprise, or other public place of amusement.

Section 4- HUNTING:

No hunting shall be allowed on any lot.

Section 5- SEWAGE:

All septic tanks or other sewage disposal systems must be designed, located, and constructed in accordance with the regulations, requirements, standards and recommendations of the Wyoming Public Health Department, and in compliance with the regulation of Campbell County, Wyoming.

Section 6 VEHICLES:

No inoperable vehicle shall be left exposed on any lot in excess of one (1) week.

Section 7. 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 (2) weeks. All refuse containers, storage area, machinery and equipment shall be maintained in a clean and sanitary manner, and secured so trash may not be blown or scattered in any manner.

Section 8- WATER DRAINAGE:

Each owner shall be responsible for insuring that water drainage is continuous in the portion of the lot which adjoins the roadways in front of his lot.

Section 9. UTILITY ACCESS:

Lot owner will allow utility access for the reading of meters or other measuring devices, installation or maintenance of utilities to his property or any adjoining property.

Section 10- MINIMUM ACREAGE:

No subdividing or splitting of lots shall be allowed.

Section 11- 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 12- OFFENSIVE ACTIVITY:

No noxious or offensive activities, including those involving snow mobiles, motor cycles and all terrain vehicles shall be allowed upon any lot or on roads nor shall anything be done there on which is an annoyance or nuisance to the neighborhood.

Section 13- 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 Overbrook Estates, Overbrook Estates Phase II, and Overbrook Estates Phase III 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 Overbrook Estates.
- 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 even 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:

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Invalidation of any one 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 27 day of July 2005.

OWNERS

Craig G. Mader

Deborah A. Mader

Craig G. Mader - trustee Deborah A. Mader - trustee

STATE OF WYOMING

COUNTY OF CAMPBELL

ss.

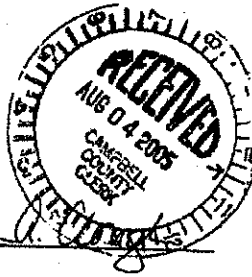
Subscribed and sworn to before me by Craig G. Mader and Deborah A. Mader this 27 day of July 2005

WITNESS my hand and official seal.



My commission expires: 8/18/07

Jacquelyn A. Glavin
Notary Public



STATE OF WYOMING } ss.
Campbell County

for record this 4th day of August A.D. 2005 at 10:34 o'clock PM and recorded in Book 2080

Photos

on page 334-339
RECORDED
ABSTRACTED
INDEXED
CHECKED

Fee \$ 23.00

By Deputy Rebecca Pierce 855062

Clerk and Ex-Officio Registrar of Deeds