



NATRONA COUNTY CLERK, WY  
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KRIS GADDIS

**DECLARATION OF  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS,  
RESTRICTING AND GOVERNING LAND USE AND DEVELOPMENT AFFECTING THE  
REAL PROPERTY KWOWN AS HERITAGE HILLS ADDITION No. 2**

WHEREAS, Gaddis Custom Building, LLC, a Wyoming Limited Liability Company, "Owner-Developer," is the owner in fee simple of certain real estate property located in Natrona County, Wyoming known as Heritage Hills Addition No. 2 thereto and which is more particularly described as:

**Lots 1-22, Heritage Hills Addition No. 2, an addition to the Town of Casper being a subdivision of portions of the W/2SW1/4 of Section 14 and E/2SE/4, Section 15, T. 33N, R.79W, 6<sup>th</sup> P.M., Natrona County, Wyoming and the common area appurtenant thereto as shown on the plat and dedication thereof ("plat" recorded in the office of the County Clerk of Natrona County, Wyoming on September 25, 2013 as Instrument No. 959432.**

NOW, THEREFORE, the Owner-Developer, for the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts, and in order to ensure the use and development of the property, Owner-Developer hereby declares upon the recording hereof, establish Heritage Hills as a planned project and do declare that Heritage Hills Addition No. 2 shall forever be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in any other manner utilized, unless vacated, waived, revoked, abandoned or terminated as herein provided, subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration, which shall be deemed to running with the land described above and shall be a burden and a benefit to the Home-Owners and the Owner-Developer and their grantee, heirs, devisees, executors, administrators, successors and assigns. In furtherance of the establishment of this project, it is provided as follows:

**SECTION I  
DEFINITIONS**

The following words and expressions as used in the Declaration have the meaning indicated below unless the context clearly required another meaning:

1. "Covenants and Restrictions" shall mean the covenant, restrictions, obligations, easements, reservations, conditions, limitations, agreements and rights set forth in this Declaration.
2. "Owner-Developer" shall mean Gaddis Custom Building, LLC, a Wyoming Limited Liability Company, its successors and assigns, if any such successor or assignee acquires any undeveloped portion of Heritage Hills.
3. "Owner-Developer Control Period" shall mean the period commencing from the date hereof and ending on the date that the last Lot has been transferred from Owner-Developer to another Homeowner in the entire development known as Heritage Hills or at the election of the Owner-Developer, which ever one comes first.
4. "Properties" shall mean and refer to all certain real property hereinbefore described.

5. "Living Unit" refers to a dwelling together with the lot.
6. "Lot" shall mean and refer to any lot or numbered tract of land shown upon any recorded plat of the Properties.
7. "Homeowner" shall mean and refer to the person or persons having fee simple legal title to a living unit. If more than one person has such title all such person are referred to collectively as "homeowner" and such owners shall exercise their rights as one homeowner through such one of them as they may designate from time to time.

## SECTION II PROPERTY SUBJECT TO THIS DECLARATION

1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to this declaration, is located in Natrona County, Wyoming, and comprises all of the lots, tracts, and easements shown and/or platted within or upon the property legally described as follows:

**Lots 1-22, & Tract A-C, Heritage Hills Addition No. 2, an addition to the Town of Casper being a subdivision of portions of the W/2SW1/4 of Section 14 and E/2SE/4, Section 15, T. 33N, R.79W, 6th P.M., Natrona County, Wyoming and the common area appurtenant thereto as shown on the plat and dedication thereof ("plat" recorded in the office of the County Clerk of Natrona County, Wyoming on September 25, 2013 as Instrument No. 959432.**

2. Platting and Subdivision Restrictions. The Owner-Developer shall be entitled at any time and from time to time, to plat and/or re-plat any and all parts of the property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion, or portion of, or additions to, Heritage Hills No. 2.

## SECTION III EASEMENTS

1. Each homeowner, to the extent that a foundation, supporting column, exterior wall, common wall, entrance gate, utility meter, , downspout, roof or eave on his living unit may trespass on the streets or on an adjoining lot, shall have an encroachment easement for the maintenance, repair and restoration, which easement shall be appurtenant to his lot and living unit.
2. The streets in Heritage Hills Addition No. 2 have been dedicated to the City of Casper.

## SECTION IV GENERAL RESTRICTIVE COVENANTS

1. General Use Restrictions – Lots. No living unit or Lot shall be used or occupied except by a single family for private residential purposes. Each numbered Lot shall be used exclusively for single-family residence purposes, with exception to all prohibited activities listed in Section IV (2) below.
2. Prohibited Activities:

- (a) Except that any residence constructed on any Lot may be leased by the homeowners thereof for rental income purposes, no business, commercial or manufacturing enterprise, or any enterprise of any kind or nature, whether or not conducted for a profit, shall be operated, maintained, or conducted on any Lot or in any part of the Properties, or on any improvement erected or placed therein, nor shall any residence, or any part thereof, be used as a boarding or rooming house, nor shall any signs, billboards or advertising devices, except hereinafter provided, erected, placed or permitted to remain on the Properties, provided, however, that one "For Rent" or "For Sale" sign, which shall be no longer than six (6) square feet, shall be permitted on the street side of any lot, and one entrance gate sign identifying the owner of occupant of the Lot, of a style and design as approved by the architectural committee shall be permitted; otherwise, no advertising sign, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted on any lot or common area.
- (b) No trailer, camper, garage or outbuilding shall be used on the lots as a place of residence or habitation, either temporarily or permanently. No house trailer, mobile home, recreational vehicles, motor homes, camper-trailer, tent, shack or any other structure of a temporary nature shall be erected, placed or be permitted to remain on any lot except a boat, snowmobile or recreational vehicle may be stored on the side yard portion of any lot, if it is behind the fence, put on a concrete pad and is not more than twelve feet in height off the ground or set forth in (o) below. Vehicles which are not in running condition or are in a state of disrepair shall not be parked anywhere on the public street or the private driveways for a period of more than twenty-four (24) hours at any one time or as a repeated manner of practice. No vehicle shall be repaired, services, rebuilt, dismantled or painted anywhere within Heritage Hills Addition No. 2 except within the garage portion of a living unit.
- (c) No obnoxious, offensive or hazardous activity of any kind, commercial or otherwise, including specifically activities productive of noise, odors, or other objectionable manifestations, shall be conducted or permitted on any of the Lots or Common Areas nor shall anything be done which may be or become an annoyance or nuisance to homeowners. No activity shall be done tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. The homeowners will be responsible for all obnoxious or offensive activities of their guests and invitees.
- (d) No animals, livestock or poultry of any kind shall be raised, kept or bred on the Properties, except that the Owner of any lot may keep within the confines thereof domestic fish, birds, or reptiles and/or not more than a combination of dogs and cats in excess of three, provided that such animals are not kept, bred or maintained for any commercial purposes. No animals shall be allowed to run loose at any time. No animal will be allowed which barks, howls, or makes other noises or odors so as to disturb neighbors or the neighborhood to a degree which in the opinion of the Homeowner is unreasonable.

The following apply directly to any animal kept within the living unit:

1. Animals shall not be obnoxious or offensive;
  2. No savage or dangerous animals;
  3. Homeowner will be responsible for damage caused by loose animals;
- (e) No detached radio or television aerial, antenna, or satellite receiving dish exceeding 19 inches in diameter shall be permitted on any Lot, and no aerial attached to any residence or garage shall have a height exceeding three (3) feet above the roof line of the residence or garage to which it is attached. Each Living Unit is limited to two (2) such devices.

- (f) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown of public record. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements.
- (g) No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot, except in sanitary containers located in appropriate areas concealed from public view. Any garbage container may be placed at the curb for garbage pick-up but cannot remain at the curb in excess of twenty-four (24) hours.
- (h) Homeowners shall be required to landscape the front, side and back yards of the Lot. The front, side and back yards must be at least 50% sod. No portion of the lot should remain bare dirt but must be covered with sod, vegetation, rock or concrete. All landscaping should be done with proper slope and design to ensure proper water and erosion control. All landscaping shall be significantly complete within six (6) months of completion of new construction. If Homeowner does not have builder install landscaping at time of sale, and does not complete the landscaping in time period provided, Owner-Developer may, at its discretion, have the landscaping done and bill the homeowner accordingly. Owner-Developer will have a lien against the property for the amount billed.
- (i) The locations of structures on the lots and the heights shall be designed to reduce the buildings' prominence and will blend with the lot as much as possible.
- (j) Any damage done to the sidewalks, curbs and curb walks will be the responsibility of the homeowner to replace immediately.
- (k) No modular homes are permitted on any lots.
- (l) No homeowner may take any action that interferes with the surface drainage across any lots. Any improvements or earthwork that creates an obstruction to surface flow, resulting in a back-up of water onto an adjacent Lot or property is strictly prohibited.
- (m) Homeowner shall, at his/her sole cost and expense, maintain and repair his residence, and shall cause it to be repaired as the effects of damage or deterioration become apparent and shall cause it to be repainted periodically and before the surfacing becomes weather beaten or worn off.
- (n) During the Owner-Developer Control Period, the construction of any structures on any lot shall be carried out only after approval by the Owner-Developer. Any approval given by the Owner-Developer shall not constitute a warranty, expressed or implied, of compliance with these covenants or any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction.
- (o) Each living unit is limited to parking one trailer, mobile home, camper, commercial vehicle, utility trailer, boat or recreational vehicle outside of the garage portion of a living unit.
- (p) The siding, trim, roofing and exterior doors of all storage sheds and out buildings must match the siding, trim, roofing and exterior doors of the residence. No more than one shed or outbuilding will be placed on each lot of a living unit.

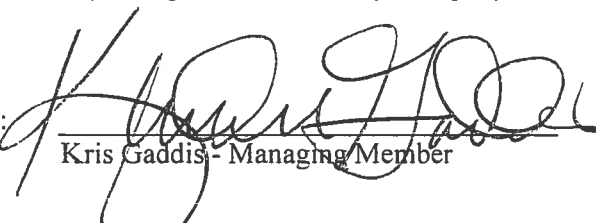
3. The Owner-Developer and their agents have access to each Lot during reasonable working hours for maintenance, repairs or replacement with notice to Owner, except as to an emergency.

## SECTION V GENERAL PROVISIONS

1. The covenants and restriction of the Declaration shall run with and bind the Property, and shall insure to the benefit of and be enforceable by the Developer, the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of seventy-five percent of the Lots has been recorded, agreeing to change or terminate said covenants and restriction in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Homeowners in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions.
2. Neither Owner-Developer nor its directors, officers, shareholders, partners, employees, agents or representatives shall be liable for any claim whatsoever arising out of or by reason of any omission or failure to act or any action performed pursuant to any authority granted or delegated to them, whether or not such claim shall be asserted by any Owner, occupant of a Residence, or any person or entity claiming by, through or under any of them, not on account of injury to persons or damage to loss of property wherever located and however caused.
3. Each Homeowner covenants and agrees that no shareholder, partner, director or officer of Owner-Developer, nor any employee or agent of Owner-Developer shall have any liability personally for the performance and observance of any term, covenant, restriction, condition or provision contained in this Declaration. Each Homeowner covenants and agrees that the Homeowner shall not commence or participate in any action, suit or proceeding against Owner-Developer, not against any shareholder, director, officer, employee or agent, arising out of any claim or breach by Owner-Developer of any term, covenant, restriction, condition or provision of this Declaration.
4. Invalidation of any one or more of these covenants and restrictions by judgment or Court Order in no way affect any other provisions which shall remain in full force and effect.
5. No term, covenant, condition, obligation or provision contained herein shall be deemed to have been abrogated or waived due to failure to enforce the same, irrespective of the number of violations or breaches which may occur.
6. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a residential development.
7. The covenants and restriction set forth in this declaration are and shall be subject to and subordinate to all applicable Federal, state and local laws, rules and regulations pertaining to platting procedures, planning and zoning, building codes and other laws which regulate the development, zoning and construction on land and all appurtenances thereto.
8. This Declaration shall become effective upon its recordation in the Public Records of Natrona County of Wyoming.

IN WITNESS WHEREOF, Gaddis Custom Building, LLC, a Wyoming Limited Liability Company, has executed this instrument at Casper, Wyoming, this 17th day of October, 2014.


GADDIS CUSTOM BUILDING. a  
Wyoming Limited Liability Company

By:   
Kris Gaddis - Managing Member

State of Wyoming     )  
                                  )  
County of Natrona    )

The forgoing instrument was acknowledged before me by Kris Gaddis as Managing Member of Gaddis Custom Building, LLC this 17th day of October, 2014.

Witness my hand and official seal.

  
Notary Public

My Commission expires:

