

**709744**

THE GAP SUBDIVISION  
By Garry L. Davis and Mary K. Davis

TO THE PUBLIC:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF THE GAP SUBDIVISION

THIS DECLARATION made on the date hereinafter set forth by Garry L. Davis and Mary K. Davis, husband and wife, herein referred to as "DECLARANTS".

WITNESSETH:

WHEREAS, DECLARANTS are the owners of certain property in Campbell County, State of Wyoming, more particularly described as follows:

Township 49 North, Range 71 West, Sixth P.M.  
Section 30 NE1/4 NW 1/4

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, and 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 other thereof, and which are intended not to be merely personal.

**ARTICLE I**  
**DEFINITIONS**

Section 1: The Gap Subdivision shall mean and refer to that certain real property hereinbefore 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 Garry L. Davis and Mary K. Davis, husband and wife, their heirs, successors and assigns, if such heirs, successors and assigns should acquire more than one undeveloped lot from the DECLARANTS for the purpose of development.



Section 4: "Owner" shall mean and refer to the record owner, 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**

The Gap Subdivision as described above, shall be made up of four lots approximately nine acres per lot. 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 landowner's 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.

All lot owners will be required to join The Gap Subdivision Landowners Association. The developer will not be assessed Landowners Association fees for unsold lots. Any purchaser who buys more than one lot will be assessed Landowners Association fees on the first lot only until such time as the additional lot(s) are built on or used for more than pasture land. A projected second phase of The Gap Subdivision shall have the right to join The Gap Subdivision Landowners Association with all benefits and assuming all obligations thereof.

## **ARTICLE III USE OF RESIDENTIAL LOTS**

### **Section 1 - USE:**

Each lot within the properties shall be constructed upon, improved, used and occupied only for private residential purposes consistent with the zoning regulations for Campbell County, Wyoming, in effect on the date that said construction, improvements, use or occupation begins.

### **Section 2 - CONSTRUCTION:**

All home construction shall be stick built or modular and be placed on a permanent foundation. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,000 square feet. No mobile homes or trailer houses will be allowed on the property. All construction, including utilities, shall meet the building codes for Campbell County, on the date of commencement of the said construction.

### **Section 3 - BUILDING PLANS AND APPROVAL:**

Each lot owner in The Gap Subdivision shall have one vote in approving or disapproving proposed construction and location plans. A lot owner may designate a representative lot owner to act for him in matters or approving building, construction and location plans. Neither the land owners, nor any representative thereof, shall be entitled to any compensation of any kind for service performed pursuant to this covenant.

No building shall be erected, placed or altered on any residential lot until the construction plans, specifications and a plan showing the location of the structure have been approved by a majority of the lot owners. In the event the lot owners, homeowners, or landowner's association, or improvement and service district or its equivalent or their designated representative fail to approve or disapprove within thirty (30) days after plans, specifications and plot plans have been



submitted, or in the event no suit to enjoin the construction has been prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been complied with.

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

#### Section 4 - COMMERCIAL USE:

No part of the residential lots 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, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, oil field business, construction yard, livestock or agricultural enterprise, or other public place of amusement.

#### Section 5 - HUNTING:

No hunting by the general public shall be allowed on any lot.

#### Section 6 - 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.

#### Section 7 - WATER SUPPLY:

Water will be supplied by a private community system developed by the declarant and operated by The Gap Subdivision Landowner's Association. Each lot will be metered and shall receive the first 10,000 gallons per month free. For any additional water a fee of \$.02 per gallon shall be assessed. The water meters shall be read the 1st of each month by The Gap Subdivision Landowner's Association.

#### Section 8 - VEHICLES:

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

#### Section 9 - 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 areas, 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 10 - 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 11 - UTILITY ACCESS:

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

**Section 12 - MINIMUM ACERAGE:**

Each lot shall contain a minimum of nine (9) acres of land, and shall not be further subdivided.

**Section 13 - LIVESTOCK:**

Livestock may be kept on the property. No commercial enterprise involving livestock shall be permitted. All livestock, poultry, and other animals must be adequately fenced or contained in a sanitary and clean environment. No owner shall overgraze 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 14 - OFFENSIVE ACTIVITY:**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

**Section 15 - 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 the remaining lot owners, homeowners, or landowner's association, or improvement and service district or its equivalent within thirty (30) days.

**Section 16 - TELEPHONE, ELECTRICAL, AND UTILITY WIRES:**

All telephone, electrical and other utility wires and/or cables must be placed underground from the main trunk lines to each residence.

**Section 17 - IRRIGATION:**

Irrigation of lawns, gardens and the like shall be limited to a maximum of 8,000 square feet per lot.

**ARTICLE IV  
ROAD, WELL AND WATER SYSTEM REPAIRS**

All repairs to the common road, well and water system of The Gap 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 landowner's association, 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 the County Clerk of Campbell County, Wyoming, a notice of assessment lien, which shall state:

a. The amount of delinquent and such related charges as may be authorized by this declaration.

b. The name of the owner of record or reputed owner of the lot.



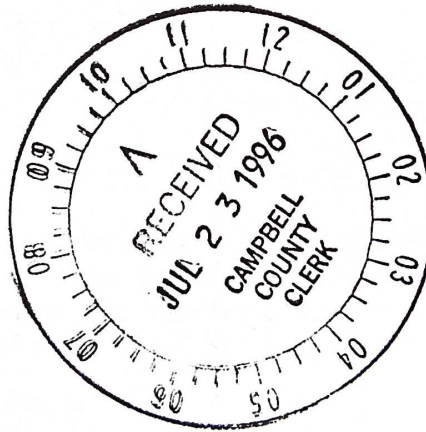
Declarant

Declarant

Notary Public

My commission expires:

12-22-97



Filed for record this 23rd day of July A.D., 19 96 at 9:36 o'clock A. M. and recorded in Book 1391  
of Photos on page 480-484 Fees \$ 14.00 **709744**  
Susan Saunders RECORDED  
COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS ABSTRACTED  
INDEXED  
CHECKED

709874

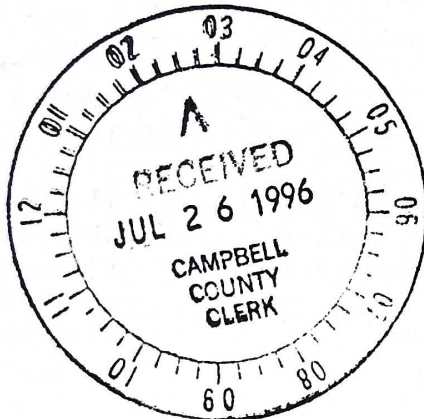
**REVISIONS  
TO THE GAP SUBDIVISION  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

AS RECORDED IN BK 1391 PH, PAGE 480, on July 23, 1996,  
of the records of Campbell County, Wyoming.

**ARTICLE III - USE OF RESIDENTIAL LOTS****SECTION 2- CONSTRUCTION**

THE TERM **MODULAR HOME** SHALL ALSO MEAN DOUBLE WIDE MOBILE HOME  
PLACED ON A PERMANENT FOUNDATION WITH ASPHALT ROOFING, A MINIMUM OF ONE  
FOOT SOFFITS, WOOD OR STEEL SIDING AND CONSTRUCTED SENSE 1995.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT THIS  
26 DAY OF JULY, 19 96.



THE GAP SUBDIVISION

*[Signature]*  
PRESIDENT

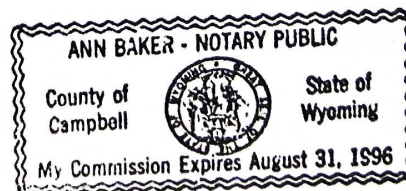
*[Signature]*  
SECRETARY

STATE OF WYOMING )  
COUNTY OF CAMPBELL)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GARRY L. DAVIS  
AND MARY K. DAVIS THIS 26th DAY OF July, 19 96.

WITNESS MY HAND AND OFFICIAL SEAL *[Signature]*

MY COMMISSION EXPIRES 8-31-96



STATE OF WYOMING } ss.  
Campbell County

Filed for record this 26th day of July, A.D., 19 96 at 2:32 o'clock P. M. and recorded in Book 1392  
of Photos on page 128 Fees \$ 6.00

*[Signature]*  
County Clerk and Ex-Officio Register of Deeds

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

By  
Deputy

*[Signature]*

709874