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Book 2242 of Photos, page 658

STATE OF WYOMING

COUNTY OF CAMPBELL

TO THE PUBLIC:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WILD PRAIRIE SUBDIVISION**

This declaration is made on the day hereinafter set forth by Robert Zabel and Bonnie Zabel and Joseph Zabel, and Heather Zabel as the legal owners of the property situated in Campbell County, Wyoming described herein.

**ARTICLE 1
DEFINITIONS**

1. The "Declarant" shall mean Robert Zabel and Bonnie Zabel and Joseph Zabel and Heather Zabel.

2. The "Land" shall mean the following described real property located in Campbell County, Wyoming:

A tract of land situated in the SW 1/4 of Section 18, Township 46 North, Range 71 West and the SE 1/4 of Section 13, Township 46 North, Range 72 West, 6th P.M., Campbell County, Wyoming, being a portion of Tract 3 of the Sylvia Newton Trust Tract Survey recorded April 20, 1995 in Book 6 of Plats, Pages 37 and 38 of the records of Campbell County, Wyoming and being more particularly described as follows:

Beginning at the one quarter section corner common to said Section 18 and 13; Thence S89.52'04"E a distance of 1,296.66 feet; Thence S00.30'03"W a distance of 1,330.30 feet; Thence N89.39'07"W a distance of 708.64 feet; Thence N00.30'30"E a distance of 1,070.63 feet; Thence N89.52'04"W a distance of 666.25 feet to the East right-of-way of Highway 59; Thence Northeasterly along a curve to the left through a central angle of 02.32'57" with a radius of 5,779.58 feet an arc distance of 257.13 feet and with a chord that bears N04.24'24"W a distance of 257.11 feet; Thence N98.44'05"E a distance of 100.24 feet to the Point of Beginning.

The Land is also collectively referred to as "Wild Prairie Subdivision."

3. "Tract or Tracts" shall mean any parcel or parcels of real estate contained within the Land.

4. The "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title in any Tract which is part of the Land, including contract sellers but excluding any of those having an interest merely as security for the performance of obligation.

5. "Covenants" or "Declaration" shall mean the Declaration of Covenants, Conditions and

Restrictions for Wild Prairie Subdivision contained in this document.

**ARTICLE II
PURPOSE**

This declaration is established in order to provide a general plan for the improvement and development of the Land. The Declarant desires to subject the Land and any subdivisions thereof, to certain conditions, covenants and restrictions.

NOW THEREFORE, the Declarant hereby declares all of the Land shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Land and be binding on all parties having any right, title or interest in the above-described Land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE III
EASEMENTS**

The Land is subject to easements as recorded on the Wild Prairie subdivision map.

**ARTICLE IV
GENERAL RESTRICTIONS ON ALL TRACTS**

1. Use. Each Tract shall be constructed upon, improved, used and occupied only for private residential purposes. No business, commercial, industrial or manufacturing activity is permitted, whether or not conducted for profit. No dwelling or any part thereof shall be used as a boarding house, except Owners may lease single-family residences for residential purposes only.
2. Building Restrictions/Construction
 - A. No more than one single-family residence shall be constructed on any Tract.
 - B. All home construction shall be site built, modular, or multi-section manufactured homes. 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.
 - C. All construction, including utilities, shall meet the building code for Campbell County and other governing agency on the date of commencement of said construction.
 - D. All outbuildings, such as garages, shops, barns, stables or sheds, shall be metal or wood frame, log, or pole barn construction. Outbuildings' exteriors shall be wood or colored metal that is esthetically consistent with the residence on the Tract and shall not be tar paper, unpainted corrugated tin or wood not commonly used for siding purposes.

**ARTICLE V
MINIMUM SETBACK REQUIREMENTS**

Each structure on a Tract shall have a fifty (50) foot minimum setback distance measured from any Tract boundary line to the nearest wall of a structure.

**ARTICLE VI
LANDSCAPE DEVELOPMENT**

All Tracts disturbed by construction shall be reclaimed with ground cover consistent with the topography of the surrounding area in a manner to avoid erosion.

**ARTICLE VII
VEHICLES**

No vehicles, trailers or any vehicular equipment shall be parked along any of the dedicated easements located within the Land. Unlicensed, unused, stripped down, partially wrecked, immobile or inoperative vehicles may not be stored on the Land unless they are parked in approved outbuildings. Truck-tractors and/or semi-tractor trailers and/or commercial multi-axle vehicles, which are twenty-two (22) feet in length or greater are not permitted to park anywhere within the Land, excepting horse trailers owned by the Tract Owner, or a commercial vehicle routinely used in the Owner's employment.

**ARTICLE VIII
SANITARY SYSTEMS**

All septic tanks or other sewage disposal systems must be designed, located, constructed and maintained in accordance with the regulations, requirements and standards of the Wyoming Department of Environmental Quality and any other State or County agency having jurisdiction over the Land.

**ARTICLE IX
PROHIBITION AGAINST NOXIOUS ACTIVITY ON TRACTS**

No noxious activity shall be permitted on any Tract which is a nuisance to adjoining Tracts or which could foreseeably become a nuisance to adjoining Tracts. Overgrazing or using the property in such a manner that creates or permits erosion or other waste shall be considered a nuisance.

**ARTICLE X
AESTHETIC MAINTENANCE**

All property shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the Land.

**ARTICLE XI
TEMPORARY AND GUEST QUARTERS**

With the exception of a motor home or travel trailer as allowed in this Article, no structure of a temporary character, such as a mobile home, travel trailer, motor home, basement, tent, shack, garage or other building shall be used on any Tract at any time as a residence, either temporarily or permanently, however:

- a. an Owner or Owner's guest may locate or live in a motor home or travel trailer on a Tract for up to three separate fourteen (14) day periods per calendar year, provided that the motor home or travel trailer is removed from the Tract for at least ten days between the periods of location and occupancy.
- b. an Owner may locate and live in a motor home or travel trailer on his or her Tract for a period not to exceed twelve (12) months during the term of construction of the permanent dwelling upon the Tract. The motor home or travel trailer shall be promptly removed or stored after completion of the permanent residence pursuant to these Covenants.

**ARTICLE XII
OWNER LIABLE FOR LESSEE**

Any owner who leases or otherwise transfers any interest (other than by sale) in a Tract shall be responsible for assuring compliance by the Lessee or assigned interest holder with all provisions by these Covenants. The Owner shall be jointly and severally responsible with the Lessee for any such violations.

**ARTICLE XIII
TELEPHONE, ELECTRICAL AND UTILITY WIRES**

It shall be the Owner's option to go underground or overhead with the electrical and utility wires from the trunk lines to each residence.

**ARTICLE XIV
FENCES**

Any fences constructed on a Tract shall be rail or other suitable open wood, vinyl, or steel construction including smooth wire, barbed wire or steel/wood gate construction. Fences shall be kept in good repair at all times.

**ARTICLE V
SIGNS**

The Declarant may place a sign at the entrance to the Land advertising the name of Wild Prairie Subdivision. No other signs are permissible except for "For Sale", "For Rent", and "Private Driveway" name signs on any Tract.

**ARTICLE XVI
OTHER PROHIBITED USES**

1. No part of a Tract shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or other non-residential purpose, including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, commercial trucking, construction yard, or other place of amusement.
2. Hunting. No hunting by the general public shall be allowed on any Tract. Owners and their invitee's may hunt on the Owner's Tract.
3. Firearms. Development of any area for the purpose of firearms target practice is prohibited.

**ARTICLE XVII
MINING AND QUARRYING OPERATIONS**

No mining or quarrying operations for gravel or other natural resources contained on the surface of the Land shall be allowed.

**ARTICLE XVIII
ANIMALS AND LIVESTOCK**

Livestock may be kept on the property. No more than three (3) head of livestock, to-wit, cattle or horse or domestic animals shall be kept on any Tract. No swine shall be raised, bred or kept on the Land. All domesticated animals, including household pets, must be restrained from running at large through the Land. No commercial animal breeding operation or livestock feeding operation shall be allowed on the Land.

**ARTICLE XIX
RUBBISH AND TRASH COLLECTION**

No Tract shall be used or maintained as a dumping ground for rubbish or trash. All rubbish, trash and garbage shall be regularly removed from each Tract and shall not be allowed to accumulate thereon. There shall be no trash burning. Each Tract Owner shall be responsible for arranging private pickup 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.

**ARTICLE XX
MISCELLANEOUS PROVISIONS**

1. Severability. In the event a court of competent jurisdiction declares any portion of these Covenants to be invalid or unenforceable, the remaining provisions of these Covenants shall remain in effect.
2. Effect and Duration. These Covenants shall run with the Land and shall be for the benefit of and binding on each Tract Owner and their respective heirs, assigns, agents, invitees, social guests, and successors in interest and shall continue to be of full force and effect perpetually.

unless these Covenants are terminated pursuant to the laws of the State of Wyoming.
3. Amendments. These Covenants may be amended by a vote of seventy-five percent (75%) or more of the Tract Owners, calculated by the number of lots using all lots as one hundred (100%).
4. Enforcement. Any Tract Owner may institute proceedings at law or equity to enforce any of the provisions of these Declarations, to restrain any individual or entity from violating or threatening to violate these Covenants, to recover damages, both actual and punitive, for such violations, and shall be entitled to collect all attorney's fees and collection costs incurred in the successful enforcement of these Covenants. Failure to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so.

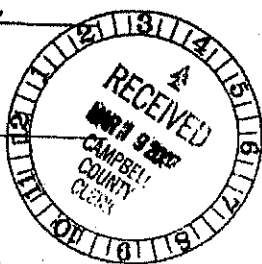
IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 28 day of February, 2007.

[Signature]
Robert Zabel

[Signature]
Joseph Zabel

[Signature]
Bonnie Zabel

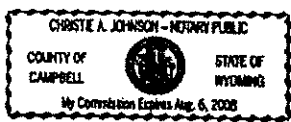
[Signature]
Heather Zabel



STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

Subscribed and sworn to before me by Robert Zabel and Bonnie Zabel and Joseph Zabel and Heather Zabel this 28th day of February, 2007.

WITNESS my hand and official seal.



[Signature]
Notary Public

My commission expires: August 6, 2008

STATE OF WYOMING)
Campbell County) ss.
Filed for record this 19th day of March, A.D. 2007 at 4:06 o'clock P. M. and recorded in Book 2242
of Photos on page 658-663 Fees \$ 23.00
[Signature] By Deputy [Signature] **888814**
County Clerk and Ex-Officio Registrar of Deeds
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