

STATE OF WYOMING )  
 ) §  
COUNTY OF CAMPBELL)

**887465**

**TO THE PUBLIC:**

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR**

**COYOTE RUN SUBDIVISION**

THIS DECLARATION made on the date hereinafter set forth by RANDY L. GUNNARE:  
referred to as "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT is the owner of a certain property in Campbell County, State  
of Wyoming, more particularly described as follows:

Township 46 North, Range 72 West, 6<sup>th</sup> P.M., Campbell County, Wyoming

Section 13: S1/2NE1/4

Also Known As: Lots 1 through 5 of the Coyote Run Subdivision, Campbell County,  
Wyoming.

AND WHEREAS, in order to establish a general plan for the improvement and development  
of the property, the DECLARANT desires to subject the property, and any subdivision thereof, to  
certain covenants, conditions and restrictions, upon and subject to which all of the properties shall  
be held, improved and conveyed.

AND WHEREAS, DECLARANT will convey the said property, subject to certain  
protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW THEREFORE, DECLARANT hereby declares that all of the property described  
herein-above shall be held, sold and conveyed subject to the following easements, covenants,  
conditions and restrictions which are for the purpose of protecting the value and desirability of the  
land, and which shall run with the land and be binding on all parties having any rights, title or  
interest in the described properties or any part thereof, their heirs, successors and assigns, and shall  
inure to the benefit of each owner thereof, and which are intended not to be merely personal.

**ARTICLE I  
DEFINITIONS**

Section 1: Coyote Run shall mean and refer to that certain real property herein before described, and such additions there to 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: "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.

Section 4: "Association" shall mean the Coyote Run Homeowners Association.

**ARTICLE II  
NATURE AND PURPOSE OF COVENANTS**

Coyote Run as described above shall be made up of five (5) lots varying in size from five (5) to nine (9) acres. 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 DECLARANT, 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 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 new stick built, modular, or manufactured homes. No manufactured homes designed as a single-wide home, regardless of square footage shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes. Two mobile homes designed as single-wide and attached together shall not constitute a double wide home.

Section 2: 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, pipe yard, oil field business, methane business, construction yard, livestock or agricultural enterprise.

Section 3: HUNTING

No hunting shall be allowed on any lot.

Section 4: SEWAGE

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

Section 5: 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 area, machinery and equipment and vehicles shall be maintained in a clean and sanitary manner and secured so trash may not be blown or scattered in any manner. No vans or older mobile homes will be allowed as storage.

Section 6: MINIMUM ACREAGE

No subdividing or splitting of lots shall be allowed.

Section 7: LIVESTOCK

Recreational livestock will be allowed such as 4-H, FFA and High School Rodeo livestock. No more than one animal unit per 1.5 acres shall be allowed, regardless of the intended use of the animals. No commercial livestock such as puppy farms, livestock boarding facility, livestock breeding or feeding operations will be allowed on any Lot. Livestock and pets (dogs and cats) will be permitted, provided they are kept under control in an area that is adequately fenced and the premises are kept in a clean and sanitary condition.

Section 8: 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 9: 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 landowner's association, or improvement and service district or its equivalent within thirty (30) days.

**ARTICLE III  
ROAD REPAIRS**

All repairs to the common roads through Coyote Run and snow removal on all common roads shall be the responsibility of the Association and shall be paid for equally by each lot owner. The Association shall be responsible for establishing any assessments for the maintenance and repair of the common roads. The amount of all delinquent assessments plus interest thereon and any expenses reasonably incurred in collecting and/or enforcing such assessments, including reasonable attorney's fees, shall be and become a lien upon the lot so assessed which shall attach to the lot as of the time the Association causes 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 any 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 Coyote Run.
- 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. All lot owners agree to abide by these covenants.

Section 2: AMENDMENT OF COVENANTS

These Covenants may be amended by a vote of seventy-five percent (75%) or more of the lot owners.

Section 3: ENFORCEMENT

The Coyote Run Homeowners Association, or any individual lot owner, 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 Association or any lot owner to enforce any covenant herein contained shall in no event be deemed a waiver of right to do so thereafter. Such failure shall not prevent the Association or lot owner 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

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.

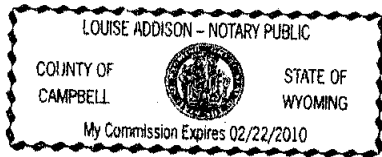
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set his hand this 8 day of Feb, 2007.

COYOTE RUN  
Randy L. Gunnare  
Randy L. Gunnare

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

Subscribed and sworn to before me by Randy L. Gunnare, Coyote Run, this 8 day of February, 2007.

WITNESS my hand and official seal.



Louise Addison  
Notary Public

My commission expires:

STATE OF WYOMING )  
Campbell County ) ss.  
Filed for record this 28th day of February A.D., 2007 at 11:24 o'clock A M. and recorded in Book 2235  
of Photos on page 449-453 Fees \$ 20.00  
Spencer Saunders RECORDED  
County Clerk and Ex-Officio Register of Deeds ABSTRACTED  
CHECKED  
By Shane Hackett 897455  
Deputy