

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.

IN WITNESS WHEREOF the undersigned have executed the Agreement this 22 day July, 1996.

The Gap Subdivision

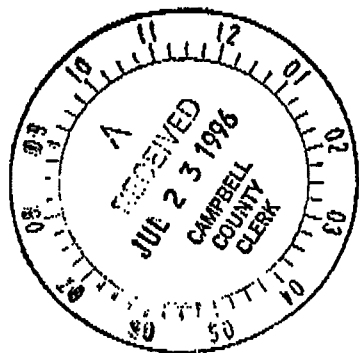
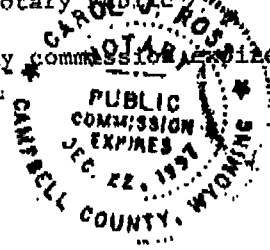
[Signature]
Declarant
[Signature]
Declarant

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me by Garry L. Davis and Mary K. Davis, Declarants, this 22 day of July, 1996.

[Signature]
Notary Public

My commission expires: 12-22-97



STATE OF WYOMING }
Campbell County } ss.

Filed for record this 23rd day of July A.D., 1996 at 9:36 o'clock A. M. and recorded in Book 1391
of Photos on page 480-484 Fees \$ 14.00 **709744**

[Signature] County Clerk and Ex-Officio Register of Deeds
RECORDED
ABSTRACTED ✓
INDEXED ✓
CHECKED ✓
By Deputy [Signature]

709745

Book 1391 of Photos, Page 485
~~Book of Photos, Page~~

THE GAP SUBDIVISION LANDOWNERS ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

That Garry L. Davis and Mary K. Davis, being the owners of all the Lots within The Gap Subdivision, Campbell County, Wyoming, the plat of which was filed with the Office of the County Clerk and Ex-Officio Recorder of Deeds, Campbell County, Wyoming, the 23rd day of July, 1995, at Gillette, Wyoming, in Book 6 of Plats, Page 91, do hereby create The Gap Landowners Association and for itself and for its heirs, executors, administrators, successors and assigns of the Lots within The Gap Subdivision, Campbell County, Wyoming, do hereby covenant and agree as follows:

I.
NAME

1. The name of the association is The Gap Subdivision Landowners Association
2. The address of the business office for the Association is P.O. Box 64 Hulett, Wy 82720
3. The name and addresses of the organizers are as follows:
Garry L. Davis and Mary K. Davis P.O. Box 64 Hulett, WY 82720.

II.
PURPOSE

The purpose for which the Association is created is as follows:

1. To maintain the road, water well, and the water system in accordance with specifications in effect as of the date of approval of this agreement all streets within The Gap Subdivision, to-wit: Cysco Court
2. To cause the removal of snow from the above named street and smooth and maintain the road as agreed by majority.
3. To fix, levy, collect and enforce payment by any lawful means all charges or assessments incurred by the Association in fulfillment of its other purposes. The said charges are to be assessed against each lot on an equal basis.

III.
MEMBERSHIP

1. Every person or entity who is a record owner of a fee or undivided interest in any lot within The Gap Subdivision, Campbell County, Wyoming, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

2. Members shall be entitled to one vote for each lot in which they hold the interest required for membership, with a maximum of one vote per lot.
3. The developer will not be assessed fees on unsold lots.
4. Suspension of membership rights, including voting, may result if member fails to pay when due any assessment or charge lawfully imposed upon him or any property owned by him.

IV.
MEETINGS

1. The Association will hold an annual meeting the first Tuesday in October of each year, at the hour of 7:00 p.m., commencing on the first Tuesday in October of the year 1996. All members will be notified by the Secretary 30 days in advance of the meeting location.. At such time members will elect officers, approve a budget, and schedule regular maintenance for the succeeding year and conduct such other business as may properly come before the Association.
2. Special meetings may be called by the President as deemed necessary . Notice of the meetings shall be given to the members by the Secretary. Notices may be given to the member personally or by mail. Notices shall set forth the purpose of the meeting.

V.
OFFICERS

Officers of the Association shall include a President, a Vice President and a Secretary-Treasurer.

1. President: Shall preside at the meetings, receive and process complaints, represent the Association as necessary before the County Commissioners, and be responsible for getting the maintenance and snow removal done.
2. Vice-President: Shall act in the absence of the President
3. Secretary-Treasurer: As Secretary, shall record the minutes of the annual meeting in a book to be kept for that purpose. Keep a record of names and addresses of all members of the Association. As Treasurer, shall receive and deposit money in the Association's bank account and shall disburse such funds as directed at the annual meeting. The Treasurer shall sign all checks for the Association. The Treasurer shall keep proper books of the account and shall prepare a balance sheet to be presented to the members at the annual meeting for review.
4. Officers shall be elected for a term of two years. The Officers of the Association may be paid such salary or fees as the members of the Association meeting in annual meeting may determine.

VI.
MAINTENANCE CHARGES

1. A maintenance charge shall be determined as follows: Each member owning a lot shall pay to the Association the sum of \$50.00 per month in advance, and such payment shall be used by the Association to create and continue a Maintenance Fund to be used by the Association. Payments shall commence on the first day of the month next following lot closing and shall be made on the first day of each month thereafter. If after any month's payment the total amount in the Maintenance Fund exceeds the sum of \$5,000.00, no further payments shall be assessed until the moneys in such Fund are reduced to an amount of less than \$4,000.00. At such time a

\$50.00 monthly charge will again be assessed against each member in the same manner as hereinabove stated until the Maintenance Fund exceeds the sum of \$5,000.00.

2. The charge provided for herein will be delinquent when not paid within 10 days after it becomes due. Failure to pay will result in a lien being filed against the lot, as stated in Article VII of the Declaration of Covenants, Conditions and Restrictions of the Gap Subdivision.

VII. AMENDMENTS

Amendments to this agreement may be made upon the vote of 75% of the owners of the lots within the subdivision and the concurrence therein of the Board of County Commissioners of Campbell County, Wyoming.

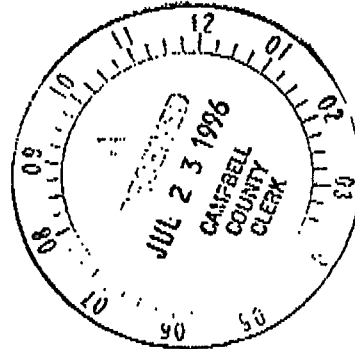
VIII. TERMINATION

This Association may not be dissolved without the prior permission of the Board of County Commissioners of Campbell County, Wyoming.

IN WITNESS WHEREOF the undersigned have executed the Agreement this 27th day of June, 1996

The Gap Subdivision

Garry L. Davis
President
Mary K. Davis
Secretary



STATE OF WYOMING)
)ss.
County of Campbell)

The foregoing instrument was acknowledged before me by Garry L. Davis and Mary K. Davis this 27 day of June 1996.

Witness my hand and official seal.

Carolise K. Byrson
Notary Public

My commission expires: Oct 9, 1996

Acknowledgement:



STATE OF WYOMING }
Campbell County }ss.

Filed for record this 23rd day of July A.D., 1996 at 9:38 o'clock A-M. and recorded in Book 1391
of Photos on page 485-487 Fees \$ 10.00 **709745**

Susan Saunders
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Elaine Hackett
Deputy

709873

THE GAP SUBDIVISION
ASSESSMENT NOTICE

ANY ASSESSMENTS COLLECTED OR OWED TO THE GAP SUBDIVISION LAND OWNERS ASSOCIATION AS SET OUT IN CERTAIN INSTRUMENTS RECORDED IN BOOK 1391 PH PAGE 480, BOOK 1391 PH PAGE 476 AND BOOK 1391 PH PAGE 485 SHALL BE SUBORDINATE TO ANY FIRST MORTGAGE ON LOTS 1 THRU 4 OF THE GAP SUBDIVISION, CAMPBELL COUNTY, WYOMING.

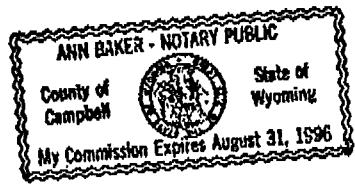
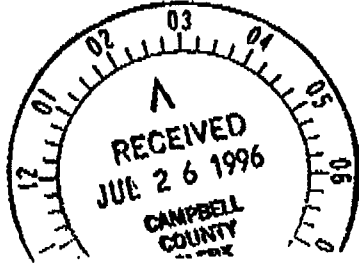
IN WITNESS WHEREOF THE UNDERSIGNED HAVE EXECUTED THE AGREEMENT THIS 26 DAY OF JULY, 1996.

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, 1996 as owners of The Gap Subdivision and as President and Secretary of The Gap Subdivision Land Owners Association.

WITNESS MY HAND AND OFFICIAL SEAL [Signature]
MY COMMISSION EXPIRES: 8-31-96



STATE OF WYOMING }
Campbell County }

Filed for record this 26th day of July, A.D., 1996 at 2:30 o'clock P.M. and recorded in Book 1392 of PHOTOS on page 127 Fees \$ 6.00 **709873**

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

RECORDED
ABSTRACTED
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CHECKED

By [Signature]
Deputy

709874

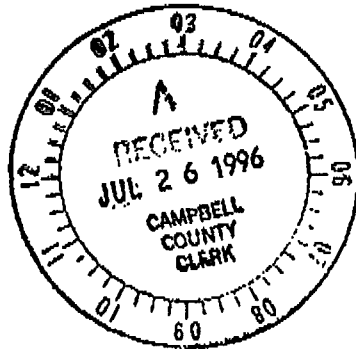
REVISIONS
TO THE GAP SUBDIVISION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AS RECORDED IN BK 1391 PH, PAGE 480, on July 23, 1996,
of the records of Campbell County, Wyoming.

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, 1996.



THE GAP SUBDIVISION

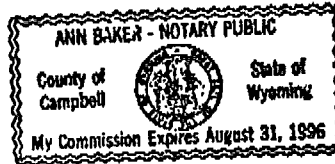
Garry L. Davis
PRESIDENT

Mary K. Davis
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, 1996.

WITNESS MY HAND AND OFFICIAL SEAL Ann Baker
MY COMMISSION EXPIRES 8-31-96



STATE OF WYOMING }
Campbell County } ss.

Filed for record this 26th day of July, A.D., 1996 at 2:32 o'clock P. M. and recorded in Book 1392
of Photos on page 128 Fees \$ 6.00

Dwain Saunders
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Debbie M. Johnson
Deputy

709874