

707694

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

Book 1383 of Photos, Page 166

TO THE PUBLIC:
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BY CRAIG G. MADER AND DEBORAH A. MADER
OF LANDS TO BE KNOWN AS
LOS CABALLOS

THIS DECLARATION made on the date hereinafter set forth by CRAIG G. MADER and DEBORAH A. MADER, husband and wife, herein referred to as "DECLARANTS".

WITNESSETH:

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

Lots 1 through 20, Los Caballos Subdivision, Campbell County, Wyoming.

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 and all subdivisions thereof including, but not limited to, any subsequent formation of the Property into an Improvement and Service District, to certain conditions, covenants, and restrictions, upon and subject to which all of the real property shall be held, improved, and conveyed;

AND WHEREAS, DECLARANTS shall convey the said Property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW THEREFORE, DECLARANTS hereby declare that all of the Real Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting 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 Real Property or any part thereof, their heirs, trustees, successors and assigns, and shall inure to the benefit and burden of each owner thereof, and which are intended not to be merely personal.

ARTICLE I
DEFINITIONS

Section 1: "LOS CABALLOS" shall mean and refer to that certain Real Property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of these Covenants, conditions, and restrictions.

Section 2: "Property" or "Properties" shall mean and refer to that certain Real Property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of these Covenants, conditions, and restrictions.

Section 3: 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 4: "DECLARANTS" shall mean and refer to Craig G. Mader and Deborah A. Mader, husband and wife, their heirs, trustees, successors and assigns.

Section 5: "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 LOS CABALLOS, including contract sellers, but excluding those having such interest merely as security for the performance of obligation.

Section 6: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of LOS CABALLOS with the exception of common areas, if any, and streets therein.

ARTICLE II NATURE AND PURPOSE OF COVENANTS

LOS CABALLOS shall be made up of at least twenty Lots of approximately 3.6 acres to 9.6 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 of Lots therein. These Covenants are imposed upon DECLARANTS, and upon the owners of all Lots, homeowners, landowner's association, Improvement and Service District, and/or the 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 their heirs, trustees, successors and assigns. All such Covenants are intended as and hereby declared to be Covenants running with the land or equitable servitudes upon the land, as the case may be.

ARTICLE III USE OF RESIDENTIAL LOTS

Section 1: USE

Each Lot within LOS CABALLOS shall be constructed upon, improved, used and occupied only for private residential purposes consistent with the zoning regulations of Campbell County, Wyoming, in effect on the date that said construction, improvements, use or occupation begins. No Owner shall seek to modify the current zoning of the Lots comprising LOS CABALLOS, which Lots are currently zoned RR (Rural Residential).

Section 2: CONSTRUCTION

All home construction shall be stick built, modular, or double-wide mobile homes. No mobile homes designed as single-wides, regardless of square footage shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,150 square feet. All construction, including utilities, shall meet the building codes for Campbell County, Wyoming, on the date of commencement of the said construction. Two mobile homes designed as single-wides and connected together shall not constitute a double-wide. All dwellings shall be skirted with color coordinated skirting within 3 weeks of the dwelling being moved upon the Lot.

Section 3: BUILDING PLANS AND APPROVAL

The Improvement and Service District organized in accordance with the laws of the State of Wyoming and having jurisdiction over LOS CABALLOS shall have the authority to vote to approve or disapprove proposed construction and location plans. Neither the Board of LOS CABALLOS Improvement and Service District nor any representative thereof, shall be entitled to any compensation of any kind for services performed pursuant to this Covenant.

No building or structure of any kind, including windbreaks or sheds, shall be erected, placed or altered on any Lot until the construction plans, specifications, materials, and a plan showing the location of the structure have been approved by the Improvement and Service District Board; except that dwellings moved or erected on or before May 1, 1997, by Owners of Lots on such Lots shall not be required to comply with such pre-approval requirements. In the event the Board fails 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 commenced prior to the completion thereof, approval will not be required, and the related Covenants shall be deemed to have been complied with.

All buildings and structures 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 LOS CABALLOS 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 shall be designed, located, and constructed in accordance with the laws, regulations, requirements, standards and recommendations of the Wyoming Public Health Department; Campbell County, Wyoming; and the laws of the State of Wyoming.

Section 7: WATER SUPPLY

Each Lot Owner shall utilize as their potable water source water supplied by the City of Gillette. Water will be individually metered.

Section 8: VEHICLES

"Vehicle" shall be defined as any device designed to operate on wheels or runners for conveying persons or objects. No inoperable and/or unlicensed vehicle shall be 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 and for paying all costs associated therewith. 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 Lot Owner shall be responsible for insuring that water drainage is continuous and adequate in the portion of the Lot which adjoins with LOS CABALLOS roads and streets; and to insure that individual Lot landscaping and topography does not adversely impact other Lots or roadways within LOS CABALLOS.

Section 11: UTILITY ACCESS

Lot Owners shall allow utility access for the reading of meters or other measuring devices, and for installation access or maintenance access of any and all utilities, whether public or private, installed in LOS CABALLOS.

Section 12: MINIMUM ACREAGE

No Lot shall be further subdivided.

Section 13: LIVESTOCK

Livestock and domesticated animals may be owned by Lot Owners provided such livestock is confined to individual Lot Owner property, and as further provided herein. No commercial enterprise involving livestock shall be permitted. All livestock, poultry, dogs, and other animals must be adequately fenced or contained in a sanitary and clean environment. No Owner shall allow Owners Lot to be overgrazed. 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 a fence or enclosure as will restrain and keep all livestock, poultry, and other animals on his own Property. Pigs of any kind are not allowed. No Lot Owner may own or possess more than three dogs. Owners shall be required to comply with, and may enjoy the benefit of Special Use Permits which may from time to time be granted by the appropriate regulatory authorities of Campbell County, Wyoming.

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 within LOS CABALLOS. Barking dogs will be considered an annoyance and nuisance and shall be considered a violation of these Covenants.

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 the equivalent, must be corrected upon notification to the offending Owner 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 principal residence and/or improvement.

Section 17: IRRIGATION

Individual wells for the purpose of irrigation shall be allowed as authorized by the State of Wyoming; and Campbell County, Wyoming.

Section 18: LOCATION OF IMPROVEMENTS

No improvements, including but not limited to, homes and habitable structures, may be constructed or situated below elevation 4,492. No portion of any component of each septic system may be installed below elevation 4,492. A drainage easement corresponding with the lowland portions of the Subdivision (areas below 4,491.7) exists in the Subdivision plat and no improvements may be constructed within such drainage easement. Copies of the Subdivision plat which identifies elevations may be obtained in the County Clerk's Office.

**ARTICLE IV
ROAD REPAIR AND MAINTENANCE**

All repairs and maintenance to the common roads and streets within LOS CABALLOS 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 Property of the non-paying Owner(s) may attach in favor of the paying Lot Owners, as of the time the majority of the Lot owners cause to be recorded in the office of County Clerk of Campbell County, Wyoming, a notice of assessment lien, which shall state:

- a. The amount of delinquent assessment and such related charges as may be authorized and assessed by this Declaration; or as may be authorized and assessed by the LOS CABALLOS IMPROVEMENT AND SERVICE DISTRICT.
- b. The name and address of the Owner of record of the Lot;
- c. A legal description of the Lot against which the lien has been assessed; and
- d. Such other provisions required by law.

Each Lot Owner shall be a member of the LOS CABALLOS Service and Improvement District. Assessments of \$25.00 per month per Lot shall be assessed, for the primary purpose of building a fund for common road repairs and as may be subsequently assessed by the LOS CABALLOS IMPROVEMENT AND SERVICE DISTRICT. Assessments shall not be levied against Lots not yet sold by the DECLARANTS. These assessments are subject to change.

**ARTICLE V
GENERAL PROVISIONS**

Section 1: COVENANTS RUN WITH LAND

These Covenants shall run with the land and shall be binding upon all Lot Owners, their heirs, trustees, successors and assigns.

Section 2: AMENDMENT OF COVENANTS

These Covenants may be amended by agreement of the Lot Owners where seventy-five percent (75%) or more of the land Owners agree in writing for any such amendment.

Section 3: ENFORCEMENT

The Lot Owner(s), homeowners, or landowner's association, or Improvement and Service District or its equivalent, shall have the right to enforce, by any proceeding at law or in equity, all Covenants now or hereinafter imposed by the provisions of this Declaration. Failure by the Lot Owner(s) to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to enforce such Covenant(s). Such failure shall not prevent a Lot Owner(s) 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 complaining Lot Owner(s), homeowners, land owners association, 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 DECLARANTS herein, has hereunto set its hand and seal this 22 day of May 1996.

DECLARANT

Craig G. Mader 5-22-96
Craig G. Mader Date

DECLARANT

Deborah A. Mader May 22, 1996
Deborah A. Mader Date

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

Subscribed and sworn to before me by Craig G. Mader and Deborah A. Mader, husband and wife, this 22nd day of May 1996.

WITNESS my hand and official seal.



My commission expires: Jan 5, 2000
L00C-180-C92

Margaret M. Williams
Notary Public

STATE OF WYOMING } ss.
Campbell County

Filed for record this 23rd day of May A.D., 19 96 at 11:42 o'clock A. M. and recorded in Book 1383

of Pho. 098 on page 166-170 Fees \$ 14.00
By Dwight Saunders Deputy Donna M. Jorgensen
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED