

750989

**WRANGLER ESTATES II, ALL PHASES**  
**RODNEY R. MAKI AND ALBERTA J. MAKI**

TO THE PUBLIC:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**OF WRANGLER ESTATES, II, ALL PHASES**

THIS DECLARATION set forth by Rodney R. Maki and Alberta J. Maki, husband and wife, referred to as "Declarants".

WITNESSETH:

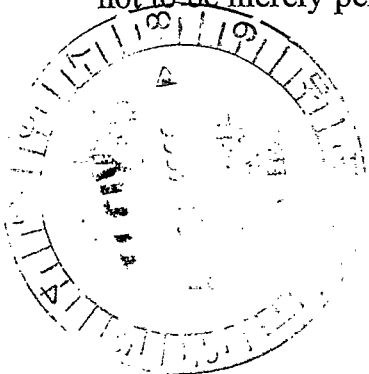
WHEREAS, Declarants are the owners of certain property in Campbell County, State of Wyoming, more particularly described as follows:

Township 50 North, Range 72 West, 6th P.M.  
Campbell County, Wyoming,  
Section 11: S/2N/2 lying East of Little Powder River Road,  
a portion of the N/2NW/4,  
Section 12: SW/4NW/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, 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, restrictions, liens, and charges as set forth;

NOW THEREFORE, Declarants 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 of 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, their heirs, successors and assigns, shall inure to the benefit of each owner, and which are intended not to be merely personal.



ARTICLE I  
DEFINITIONS

Section 1: "Wrangler Estates, II," shall mean and refer to that certain real property described above, in such additions as may be brought within the jurisdiction of these covenants, conditions, and restrictions.

Section 2: The term "covenants" 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 Rodney R. Maki and Alberta J. Maki, husband and wife, their heirs, successors and assigns.

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

Wrangler Estates, II as described above, shall be made up of lands zoned R-R and I-1. 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. 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.

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 - BUILDING PLANS AND APPROVAL:

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

Section 3 - COMMERCIAL USE:

No part of the lots zoned R-R 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 4 - 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 5 - WATER SUPPLY:

Water will be supplied by a private system. It will be the discretion of the lots owner to drill a private well or to connect to the private system operated by Declarant as developer of the well and system.

Section 6 - VEHICLES:

No more than two vehicles with expired license plates may be stored on any lot.

Section 7 - 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. 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 shall be maintained in a clean and sanitary manner, and secured so trash may not be blown or scattered in any manner.

Section 8 - 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 9 - 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 10 - 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 11 - 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. I-1 lots: The East 100 feet of the I-1 lot will be used as living quarters or storage area with no offensive activity taking place as to become a nuisance or annoyance to the adjoining residential lots.

Section 12 - 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 13 - 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.

ARTICLE IV  
HOMEOWNERS ASSOCIATION

Section 1 - Creation of the Lien and Personal Obligation of Assessment:

The Declarant, for each lot owned with the properties, covenants, and each owner of any lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to become a member of the Wrangler Estates, II Homeowner's Association with one vote per lot and agree to pay the Wrangler Estates, II Homeowner's Association : (1) monthly, or more frequent if necessary for operating reasons, assessments or charges, and (2) special assessment for road repairs.

Section 2 - Purpose of Assessments:

The assessments levied by the Association shall be used exclusively for road repairs.

Section 3 - Assessments:

The assessments for the Wrangler Estates, II Homeowner's Association will be \$10.00 per month per lot. Declarant does not pay monthly or special assessments on a per lot basis.

Section 4 - Notice and Quorum for Any Action Authorized Under Section 3:

Regular meetings of the Wrangler Estates, II Homeowner's Association will be held semi-annually with written notice sent to all members not less than fifteen (15) days nor more than forty five (45) days in advance of the meeting. A quorum shall be 51% of all members with said percentages to be made up of people attending in person and those voting by proxy.

Section 5 - Road Repairs:

All repairs to the common road through Wrangler Estates, II shall be the responsibility of all lot owners of lots adjoining said roads, and shall be paid for equally by each lot owner of lots adjoining said roads. 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, 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 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 by this declaration;
- 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 V  
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. The lot owners agree to abide by these covenants.

Section 2 - AMENDMENT OF COVENANTS:

These covenants may be amended by a vote of the lot owners where seventy-five percent (75%) or more of the land owners vote for any amendment.

Section 3 - ENFORCEMENT:

The lot owner(s), or homeowners association, or its equivalent shall have the right to enforce, by any proceeding of law or equity, all covenants now or imposed later by the provisions of this declaration. Failure by the lot owner(s) to enforce any covenant shall in no event be deemed a waiver of the right to do so thereafter. Such failure shall not prevent the 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 other lot owner(s) or homeowners association, or its equivalent shall be paid by the lot owner against whom the covenants have been successfully enforced.

Section 5 - EASEMENTS:

The individual lots may have one or more pipeline and /or utility easements and other easements on them. The Declarants shall not be liable to anyone for said easement(s) or the use of the easement(s) by the holder of the easement(s).

Section 6 - 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, have signed the 19<sup>th</sup> day of August, 1999.

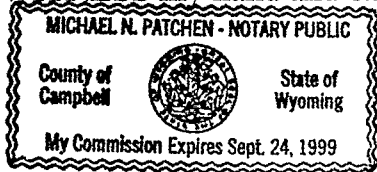
Rodney R. Maki  
Rodney R. Maki

Alberta J. Maki  
Alberta J. Maki

STATE OF WYOMING )  
 ) ss  
COUNTY OF CAMPBELL )

The foregoing Declaration of Covenants, Conditions and Restrictions of Wrangler Estates, II was subscribed and sworn to before me by Rodney R. Maki and Alberta J. Maki this 19 day of August, 1999.

WITNESS my hand and official seal.



Michael N. Patchen  
Notary Public

My commission expires:

STATE OF WYOMING } ss.  
Campbell County }  
Filed for record this 20th day of August A.D., 1999 at 8:06 o'clock A M. and recorded in Book 1558  
of Photos on page 97-103 Fees \$ 18.00 750989  
Susan Gunders By Shirley Sackett  
County Clerk and Ex-Officio Register of Deeds RECORDED  
ABSTRACTED ✓  
INDEXED  
CHECKED ✓