

PRAIRIE BLOSSOM ADDITION PROTECTIVE COVENANTS page 1 of 5PRAIRIE BLOSSOM ADDITION

The Protective Covenants of Prairie Blossom Addition, herewith attached, are a permanent recorded document attached to each recorded lot as now recorded or may be recorded at a future date, within the property legally described as:

Prairie Blossom Addition, as recorded on the plat of Campbell County, Wyoming as: Being a part of the SW1/4SE1/4, Section 14, Township 50 North, Range 72 West, 6<sup>th</sup> P.M., Campbell County, Wyoming.

BEGINNING on an existing 3-1/2" brass cap marking the SE1/16 corner of said Section 14; Thence along the East line of the SW1/4SE1/4 of said Section 14 S 00 19' 16" W 1,345.42 feet to the Southeast corner of the SW1/4SE1/4 of said Section 14; Thence along the South line of the SW1/4SE1/4 of said Section 14 N 89 37' 16" W 1,252.65 feet to a point; Thence along the East line of Heritage Village N 00 38' 39" W 1343.34 feet to a point; Thence along the North line of the SW1/4SE1/4 of Section 14 S 89 43' 27" E 1,275.28 feet to the point of BEGINNING.

**REQUIRED DISCLOSURE:**

Any seller, reseller or the agent of any seller of any lot, within the Prairie Blossom Addition, is required to disclose to and provide with a copy of these Protective Covenants in their entirety, to any prospective purchaser of any lot, within the above legally described property; prior to the sale of any lot within the Prairie Blossom Addition.

Prairie Blossom Addition is a covenant controlled Enhanced Manufactured Housing subdivision. The following covenants provide you and your family with a desirable neighborhood and help to protect your investment. These covenants apply to every home site owner and are enforceable by you, the developer, the City of Gillette or through legal court action.

**SECTION 1. LAND USE**

All home sites within Prairie Blossom are to be used exclusively for the permitted (E-MH) Enhanced Manufactured Housing Zone use as recorded in the ordinance of Gillette, WY. The home site and house on the property must have the same owner.

**SECTION 2. PERMITS**

All construction, within Prairie Blossom, must be approved by K&J Development, the developer, until such time all home sites are sold. All construction must be permit approved, as required, by the City of Gillette, prior to the delivery of any house or any construction start up. This is intended to include, but is not limited to: house placement, additions, steps, decks, shed, garage, concrete, or fences. Additionally, some planting of trees or shrubs may require permits or restrictive use if placed within the front portion of your home site.

**NOTICE: NO DIGGING ALLOWED WITHOUT PROPER UTILITY LOCATION MARKERS. THIS IS FOR YOUR SAFETY AND IT IS THE LAW.**

**SECTION 3. TEMPORARY RESIDENTIAL STRUCTURES**

No structures, of temporary character, including but not limited to, trailers, recreation vehicles, motor homes, tents, shack, shed, garage, barn, basement or any other out building, shall be used on any lot within Prairie Blossom at any time as a residence either temporary or permanent.

**SECTION 4. VACANT LOT LIABILITY**

Each individual lot owner must maintain adequate liability insurance, at all times including while their lot is vacant or while the home site is under construction. It is the lot owners' responsibility to insure a safe environment during any construction on their lot and to insure that any contractor working at the site has proper liability coverage and maintains a safe work site.

**SECTION 5. BUILDING TYPE REQUIREMENTS**

The primary house structure:

1. must be new, "never occupied or filled at another location".
2. may be certified HUD, UBC Modular or site built.
3. must be a minimum size of 24' x 36' and a maximum height of 35'.
4. must have siding and roofing materials commonly used in residential construction.
5. must have a minimum 3/12 roof pitch and 6" overhang.
6. must have an exterior water hydrant.
7. must be properly plumbed to accept a City water meter.
8. must have a natural gas hot water heater and natural gas furnace or forfeit the infrastructure development fee.
9. must have all wheels, axles and hitches removed from the home & property.

Each home site is required to have minimum size outside storage shed or a minimum size garage matching the house materials and colors.

**Shed:** Minimum size 8' x 8' (64 sq. ft.), Maximum size 10' x 12' (120 sq. ft.)

Maximum side wall height 6 ¼ feet.

Detached, site built and anchored on concrete slab.

Gable roof only with 4/12 roof pitch and 6" overhang.

Siding and shingles must match house, material and colors.

**Garage:** Minimum size 16' x 22', Maximum size not to exceed city code.

Maximum side wall height 8 feet.

Site built and anchored on concrete slab.

Free standing, or may be attached to house if house is on a perimeter foundation and garage meets footing requirements.

Gable roof only with 4/12 roof pitch and 12" overhang or match house roof pitch and overhang if attached.

Siding and shingles must match house, material and color.

Each house is required to have a step or deck with a minimum size (4'x6') entry platform, at the front entrance of the house. All additional entrances to the house are required to have a step or deck with a minimum size 4'x4' entry platform. All steps or decks must be professionally constructed with approved new materials only and must be properly maintained, stained or painted at all times.

**Step:** Minimum size 4' x 6' (24 sq. ft.) front entrance, 4' x 4' other entrances.

New materials only, treated wood, cedar, redwood, vinyl, or pre-cast Concrete. Must have step, side and stair rails as required by permit.

**SECTION 6. SITE DEVELOPMENT REQUIREMENTS**

Each home site owner is responsible for the final preparation of their own home site. The following must be completed:

1. Prepare site plan with landscape plan.
2. Secure geo-technical report.
3. Prepare foundation specification.
4. Document structural load compliance.
5. Submit 1-4 to the developer for approval, until all of the home sites are sold.
6. Submit 1-4 to the City for approval and secure permit.
7. Install water line and tap into curb stop.
8. Install sanitary sewer line and tap into main stub.
9. Install blocking pliers and anchors as required, or install optional perimeter foundation wall or optional basement.
10. Install sub-drain tile as required by permit.
11. Install electric service line and meter post.
12. Install gas service line and meter post.
13. Install phone and cable TV main lines to home.
14. Deliver and set up home.
15. Install house numbers on the street front face side of the house, minimum size letters must be 3" high and visible.
16. Secure utility hook-ups to house and meters.
17. House set on optional perimeter foundation, basement or install City approved skirt of concrete block, brick, stone or stucco.
18. Prep final grade.
19. Install minimum size 18' x 24' driveway pad behind the 4' sidewalk, required front walks to entry door and shed or garage pad.
20. Install front deck step and step or deck at all other entrance doors.
21. Construct shed or garage per plan to match house materials and colors.
22. Secure all periodic inspections as required.
23. Surrender title or certificate of origin to County tax office.
24. Provide any other information or fees as required by the City of Gillette.
25. Obtain occupancy permit  
(ITEMS #1 - #25 MUST BE COMPLETED PRIOR TO OCCUPANCY)
26. Prepare or install landscape area per plan. (seasonally)
27. Plant grass seed or sod. (seasonally) see section 7.
28. Plant trees, 2 minimum. (seasonally) see section 7.

**SECTION 7. LANDSCAPE**

Within the first 60 days of occupancy, each home site owner is required to prepare the final grade on their lot and properly install lawn sod on the street face sides of their home site, from the curb to the edge of the home. The remainder of the lot must also be properly planted with lawn grass seed or sod. Two (2) trees must also be properly planted on the home site. It is the home site owners' responsibility to maintain conditions for the healthy growth of the lawn and trees. Occupancy between the dates of August 15, through April 15, will be required to have this planting completed by the following June 15. Garden use on occupied or unoccupied lots must not exceed 16' x 16' or 512 square feet and must also be properly maintained in neat, normal order and not allowed to become overgrown with weeds. Planned landscape areas and dedicated garden spots do not require grass cover but must be properly maintained at all times.

**SECTION 8. LOT AND LANDSCAPE MAINTENANCE**

Each home site must be properly maintained at all times. This applies to vacant uninhabited lots as well as occupied home sites. Each lot must be kept clean and neat at all times, ground cover of any type must be properly controlled. Grass or weeds must be mowed a minimum of 6 times per year. It is the responsibility of the home site owner to mow a minimum of 1 time per month. Mowing must be completed by the 15<sup>th</sup> day of each month beginning in April and running consecutively thereafter through October. Seasonal conditions will dictate the start and end of the season. Upon failure to comply with this regulation, and after a seven (7) day written notice from the developers/sellers or their assign, without further notice, may enter the property and perform such maintenance as necessary and bill the home site owner. Winter snow removal from sidewalks must be completed within 24 hours of any snow fall accumulation exceeding 2".

- SECTION 9. STRUCTURE MAINTENANCE**  
Any structure, house, step, deck, garage, shed, addition or fence must be properly maintained at all times. This maintenance includes periodic storm repair in a timely fashion, painting, siding, shingling, window, door, screen and fence repair, as required, or any other maintenance considered to be normal in the general maintenance of a home to maintain its value. All sidewalk areas and driveways must be kept in good repair at all times. Raised, sunken or deteriorated concrete must be repaired when noticed to eliminate any potential hazard to homeowners, their guests or the public.
- SECTION 10. LIVESTOCK, POULTRY AND PETS**  
No animals, livestock, exotic pets, equine or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats or other domestic household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Additional conditions stipulate that said dogs, cats or any other domestic household pets shall be confined to the lot of the owner, unless leashed or otherwise governed by law.
- SECTION 11. NUISANCES**  
No noxious or offensive trade or activity, as defined by law, shall be carried on upon any lot within Prairie Blossom, nor shall anything be done which may become an annoyance or nuisance, as defined by law, to the neighborhood or individuals residing or owning property therein.
- SECTION 12. GARBAGE AND REFUSE**  
No lot or common area within Prairie Blossom shall be used or maintained as a storage area or dumping ground for rubbish, appliances, auto parts, scrap, lumber or any other items considered to be trash or stock pile storage. All trash, garbage or other waste must be kept in clean, sanitary containers and properly disposed of on a weekly basis.
- SECTION 13. VEHICLE RESTRICTIONS**  
All vehicles kept within Prairie Blossom, except those vehicles stored within a garage, must be kept in legal operating condition and currently licensed. All motor vehicles must be parked on a designated hard surface parking area of concrete, brick or asphalt equal to the size of the vehicle being parked. No vehicles are to be parked or stored on any grass area. Normal recreational vehicles, such as motor homes, campers, pull trailers, boats, or other such vehicles parked within Prairie Blossom, must not be stored in the front yard set back area. These vehicles may only be parked on a hard surfaced area of concrete, brick or asphalt of at least the size of the parked vehicle. Hard surface areas must not exceed City Code for restricting open space. Temporary parking, of recreational vehicles, may be permitted on the standard parking pad only for on or off loading and must not exceed 48 hours. Horse trailers, panel trucks, vehicles over ¾ ton, tractors, construction equipment or other such non-standard vehicles or equipment may not be parked or stored within Prairie Blossom. However, non-standard vehicles, as above listed, may be parked on the standard parking pad for a period not to exceed 12 hours for on or off loading or while performing construction or maintenance service only.
- SECTION 14. ANTENNAS AND SATELLITE RECEIVERS**  
No receiver antenna, broadcast antenna or satellite receiver larger than 1 meter (39.37") will be permitted in the front yard area of any home site. The placement of a satellite receiver, no larger than 1 meter (39.37"), may be placed in the front yard area; if such other placement of a satellite receiver causes unreasonable delay, unreasonable expense, or precludes reception of an acceptable quality signal, including the particular programming service chosen by the viewer. Placement and size of some antennas may be governed by City, State or Federal regulation and if so governed will require proper permits or license.
- SECTION 15. FENCES**  
Fences are not permitted in the front yard of any home site. Fences may be constructed on the side or rear yard only and must only be constructed, with proper permit, of new materials commonly used in residential fence construction.
- SECTION 16. PLATTING OR SUBDIVIDING**  
No one shall at any time ever re-plat, subdivide or re-subdivide any lot into a smaller lot, or in any other manner change this plat as it is now shown in the recorded plat of Prairie Blossom.
- SECTION 17. COVENANT DISCLOSURE**  
Any seller, reseller or the agent of any seller of any lot, within the Prairie Blossom Addition, is required to disclose to and provide with a copy of these Protective Covenants in their entirety, to any prospective purchaser of any lot, within the legally described property of Prairie Blossom Addition; prior to the sale of any lot within the Prairie Blossom Addition.

PRAIRIE BLOSSOM ADDITION PROTECTIVE COVENANTS page 5 of 5

K&I Development LLC, a Wyoming Limited Liability Company,  
mailing address: 3211 Stockade Drive, Rapid City, SD 57702,  
the developers of Prairie Blossom Addition, an Enhanced Manufactured Housing Subdivision;

HEREWITH FILED on this \_\_\_ day of \_\_\_\_\_, 2000, with the County Clerk of, Campbell County,  
Wyoming:

**PROTECTIVE COVENANTS FOR PRAIRIE BLOSSOM ADDITION**

The Protective Covenants of Prairie Blossom, as they appear in this document,  
are made with the desires of the undersigned owners/developers:

Owner/Developer:

Executed this 11<sup>th</sup> day of Oct A. D., 2000,

by [Signature]  
(K&I Development, A Wyoming Limited Liability Company)

State of South Dakota )  
                                  ) ss.

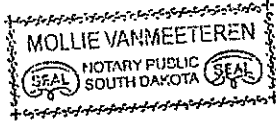
County of Minnehaha )  
The foregoing instrument was acknowledged

Before me this 11<sup>th</sup> day of Oct A. D., 2000,

By R. James Coular  
As a free and voluntary act and deed.  
Witness my hand and official seal.

Mollie VanMeeteren  
Notary Public

My Commission Expires 7-28-2005



**COUNTY CLERK RECORDATION**

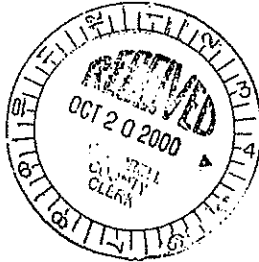
State of Wyoming )  
                          )  
County of Campbell )

I hereby certify the foregoing Covenants were filed for record in my office

At \_\_\_\_\_ o'clock on this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 2000.

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Deputy



STATE OF WYOMING } ss.  
Campbell County }

Record this 20<sup>th</sup> day of October A.D. 2000 at 4:36 o'clock P. M. and recorded in Book 1627  
Photos on page 581-585 Fees \$ 14.00

[Signature]  
Clerk and Ex-Officio Register of Deeds

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

By Rosalie M. [Signature]  
Deputy