

902797

STROHSCHHEIN SUBDIVISION

To The Public:

Declaration of covenants, conditions and restrictions of Strohschein Subdivision

This declaration made on the date hereinafter set forth by Levi and Paula Strohschein:  
Referred to as "Declarants".

WITNESSETH:

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

A tract of land that is located at SW 1/4 of Section 3, T43N, R72W

To be known as Strohschein Subdivision.

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, 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 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 rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, shall inure to the benefit of each owner thereof, and which are intended not to be merely personal.

ARTICLE I  
DEFINITIONS

Section 1: Strohschein Subdivision shall mean and refer to that certain real property herein before described, in 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.

## ARTICLE II NATURE AND PURPOSE OF COVENANTS

STROHSCHHEIN SUBDIVISION as described above shall be made up of 5 tracts ranging from 5.5 to 10.5 Acres in size. 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 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:

(1) No tents or campers shall be used for habitation on any lot. The recreational use by children of tents is allowed so long as tents are not used for permanent or seasonal habitation by adults nor interfere with the peace and tranquility enjoyed by adjacent or nearby lot owners. During construction of a single family residence a camper may be used, but said unit must be self contained and cannot be used for seasonal habitation. No dwelling shall be permitted to be constructed upon the Property which does not comply with the following minimum requirements:

- (a) All home construction shall be stick built, modular, or manufactured homes. All structures must be placed on a permanent foundation or an engineered pier system. No mobile homes, trailer houses or manufactured homes shall be constructed or placed directly on the land. No structure shall have rolled roofing or tar paper exterior. All exteriors shall be of wood, stone, brick, stucco, steel, or vinyl siding only. All roof materials shall consist of wood shakes, asphalt shingles, or metal (not corrugated tin).

- (b) Two mobile homes designed as single-wide and attached together shall not constitute a double-wide home. All modular or manufactured homes must be 1992 or newer.
- (c) Each structure on a tract shall have a fifty (50) foot minimum setback distance measured from any tract boundary line to the nearest wall of a structure.
- (d) No subdividing or splitting of lots shall be allowed unless lots are over 8 acres in size. Only one single family dwelling is allowed per lot.
- (e) All outbuildings such as barns, stables or sheds shall be stick built log or pole barn construction.
- (f) All structures shall be constructed in accordance with applicable Campbell County building codes.

(2) Controls applicable during construction. Each Owner shall be responsible for the conformance with all such rules by the Owner's builder and contractors:

- (a) At all times during construction period, a trash dumpster shall be located on the site and all construction debris shall be placed in dumpster.
- (b) Building materials shall be stacked neatly on the site and shall not be stored on adjoining property. Adjoining property shall be restored if damaged.
- (c) All equipment which is used in excavating or construction and which is not rubber-tired shall only be loaded or unloaded within the boundary lines of each respective Lot where excavating or construction is being performed.

Section 2 - COMMERCIAL USE:

Construction equipment, farm equipment, trucks and tractors may be kept on land if in running condition and stored or parked in orderly fashion. No businesses such as pipe yards, junk yards, salvage yards, livestock or agricultural enterprises are allowed.

Section 3 - HUNTING:

No large caliber rifle 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 Public Health Department and in compliance with the regulations 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 older mobile homes will be allowed as storage.

**Section 6 - VEHICLES:** No vehicles, trailers or any vehicular equipment shall be parked along any of the dedicated easements located within the land. Unlicensed, unused stripped down, partially wrecked, immobile or inoperative vehicles must be parked in approved outbuildings. Truck-tractors and/or semi trailers and/or commercial two-axle vehicles, which are twenty (20) feet in length or greater, are permitted. A presentable van trailer on wheels and/or commercial storage containers can be used as a storage facility.

**Section 7 - LIVESTOCK:**

Livestock may be kept on the property. No commercial enterprise involving livestock shall be permitted. All animals including dogs must be adequately fenced or contained in a sanitary and clean environment. All animal residues must be collected and removed from the said lot in a timely manner. No owner shall over graze property. In the event any owner or resident upon said property shall maintain livestock, poultry, and 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.

- (a) Continual violation of this covenant will constitute grounds for the removal and prohibition of the animal(s) from the subdivision.

**Section 8 - AESTHETIC MAINTENANCE:**

All property shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the land. Any condition considered an eyesore by a majority of the lot owners, homeowners or landowner's association, or improvement and service district or it equivalent must be corrected upon notification by remaining lot owners, homeowners or landowner's association, or improvement and service district or it's equivalent within thirty (30) days.

ARTICLE III  
ROAD REPAIRS

All repairs to the common roads through Strohschein 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 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 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, or as may be assessed by the remaining lot owners of the Strohschein Subdivision.
- 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. The lot owners agree to abide by these covenants.

- (a) Each lot owner shall become a member of the Strohschein Subdivision Homeowners Association and abide by its laws.
- (b) The Strohschein Subdivision Homeowners Association will be responsible for maintenance and ensuring access for emergency vehicles remains open at all times of the year.

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.

- (a) No annual assessment shall be made for more than two hundred and fifty dollars per tract without approval of three-quarters majority of the tract owners.

**Section 3 - ENFORCEMENT:** The lot owner(s) or improvement and service district or its equivalent 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 lot owner(s) to enforce any covenant herein contained 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 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 anyone 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.

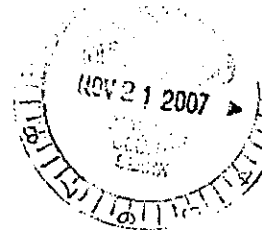
By:


  
Mickey Levi Strohschein

  
Paula Jean Strohschein

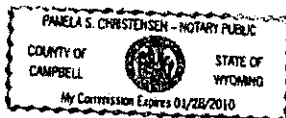
State of Wyoming )  
                                  )ss  
County of Campbell )

The above and foregoing instrument was acknowledged before me by Mickey Levi Strohschein and Paula Jean Strohschein on this 21<sup>st</sup> day of November 2007 as a free and voluntary act and deed.  
In witness whereof, I have hereunder set my hand and official seal.



  
Notary Public

My commission expires: January 28, 2010



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Book 2317 of PHOTOS Pages 338 to 343  
Susan F. Saunders, Campbell County Clerk by: R. JORGENSEN

RECORDED  
ABSTRACTED  
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