

RAINBOW FOREST ESTATES

PROTECTIVE COVENANTS

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS AS RECORDED IN  
ALBANY COUNTY, WYOMING.

This Declaration, made this 3rd day of June, 1988, by Richard J. Colling and James G. Wetherill, co-owners and developers of the subdivision of land known henceforth as the RAINBOW FOREST ESTATES and defined specifically as to location and size per survey and legal description, prepared by Hammond Land Survey, Co. of Laramie, Wyoming.

Richard J. Colling and James G. Wetherill shall henceforth in this document be called Declarant. The Declarant intends to subdivide the above described Rainbow Forest Estates, into seven parcels of land. All parcels will be for residential use only and any future owners must comply with the Albany County regulations and restrictions as well as with the following adopted protective covenants listed in this document.

The purpose of this declaration is to create and keep the Rainbow Forest Estates Subdivision desirable, attractive, beneficial and suitable in architectural design, materials and appearance; and to guard against unnecessary interference with the natural beauty of the Rainbow Forest Estates Subdivision, for all the mutual benefit and protection of owners within this subdivision.

Declarant hereby declares that all land described in the Rainbow Forest Estates, shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the Rainbow Forest Estates Covenants and Restrictions, meaning the limitations, restrictions, covenants and conditions set forth in this declaration, all of which are established and declared and agreed to be for the purpose of enhancing and protecting the value, desirability and attractiveness of the land. These limitations, restrictions, covenants, and conditions shall run with the land and shall be binding upon all persons having or who acquire any right, title or interest in and to the land, and shall inure to the benefit of the Declarant, the Home Owners Association and each person who becomes and owner of the land, in the subdivision.

(1) Grandfather clause: All existing structures, residential or storage may exist on one parcel of the subdivision, that exist as of March 22nd, 1988.

(2) All other parcels are for single family residential use. Only one single family residence building, together with a maximum of two out-buildings may be constructed. No outbuilding shall be used as a residence or living quarters, or for commercial purposes. No single family residential parcel shall be divided or resubdivided into smaller lots or parcels. Out-buildings cannot exceed a floor space of 1000 square feet on the ground floor.

- (3) It is the intention and purpose of the covenants that all dwelling's and outbuildings built after March 22nd, 1988, shall be of quality workmanship and materials.
- (4) No residence shall be built for less than a completed value of \$30.00 sq. ft., based upon cost levels prevailing on the date of recordation of these covenants.
- (5) No residence shall be built with less than 800 sq. ft. of floor space.
- (6) All vertical exterior surfaces of structures shall be of natural materials, and of earth tone color, so as to be in harmony with the land and vegetation.
- (7) The roofs of all structures constructed shall be of earth tones, materials, of wood shake or composition asphalt shingles. No rolled roofing or metallic roofing materials may be used. Roof structures shall be of a 4:12 pitch or greater.
- (8) Structures constructed on the parcels shall be maintained and preserved in good condition at all times.
- (9) Building Location: No building shall be located on any parcel, nearer than 7 feet from any boundary. A 25 foot building setback is required from the intermittent creek on the property as identified on the final plat.
- (10) Individual water well and waste disposal systems, as well as any other applicable construction or situations built after March 22nd, 1988, will be constructed and installed per county codes and ordinances and any applicable state and federal rules, regulations and laws or codes for this subdivision.
- (11) Temporary structures, camper trailers, excluding mobile homes, may be erected or placed on any land during construction for use as a construction office, supply shelter or temporary living quarters. Such temporary structures or camper trailers shall not remain longer than six months and must be removed within 30 days of completion of construction. Mobile homes are prohibited to cross, remain, or be installed under any circumstances on any property within Rainbow Forest Estates.
- (12) Garbage and Refuse disposal, and storage of materials: No land within the Rainbow Forest Estates Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, except properly installed and maintained septic systems. All equipment for the storage or disposal for such material shall be kept in a clean and sanitary condition.
- (13) Easements: Within utility easement areas, no structure, planting or other materials shall be placed or permitted to remain which would or could damage or interfere with the installation or maintenance of utilities. This shall also apply to designated pedestrian and vehicular easements as described in the plat description of this subdivision. Pedestrian and vehicular easements are for the specific use of the owners of the Rainbow Forest Estates parcels. Use of the roadway easement through the central portion of the

subdivision will be granted to the Vaughn family or the subsequent owners of the Vaughn property, for residential access to their property. (Refer to the recorded easements for intended uses.) Limited easement is recorded on the final plat for all other parties who need to use this road for necessary access.

(14) Nuisances: No noxious or offensive activity shall be carried on or upon any land in Rainbow Forest Estates, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Rainbow Forest Estates.

(15) Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any land in the subdivision, except that a maximum number of two horses, dogs, cats or other common household pets may be kept, provided however that they are not kept, bred or maintained for any commercial purpose. No dogs shall be allowed to run at large and must be under control and accompanied by the dog owner when unleashed.

(16) Automobiles, trucks, equipment, boats, trailers or any vehicle: None of the above mentioned machines or equipment, which is in an in-operative condition, shall be parked or placed on any land in the Rainbow Forest Estates Subdivision for a period longer than 48 hours, nor shall any such equipment be dismantled, repaired or serviced on any land in the Rainbow Forest Estate Subdivision land, or stored within 10 feet of any boundary or easement.

(17) Livestock must be contained within a corral no longer than 3000 sq. ft.

(18) No fencing of the property is permitted, other than the allowed corral.

(19) Revegetation of disturbed areas is required. No clear cutting of vegetation is allowed, except for improved areas, access, utilities and solar potential.

(20) Rainbow Forest Estates Home Owners Association: Owners of the land in Rainbow Forest Estates shall form a Home Owners Association under the laws and requirements of the State of Wyoming. Any owner of any land within the subdivision shall be considered a member of the Home Owners Association. The Home Owners Association will have the responsibility of maintaining roads and easements as appropriate within the Rainbow Forest Estates Subdivision that are described on the final plat. The future Home Owners are also encouraged to cooperate with the Twin Rivers Home Association in maintaining the section of the New Rainbow Valley Road as described in the reciprocal easement between Fosters Inc. and Richard J. Colling and James G. Wetherill and recorded in Albany County, Wyo. on May 6th, 1988 at 3:29 p.m., No. 801732, Book 384, Page 528, and No. 801733, May 6th, 1988, 3:30 p.m., Book 384, Page 530. The Rainbow Forest Estates Homeowners will be responsible for the enforcement of this recorded document.

In Witness Whereof, the Declarant has executed this Declaration the day and year first above written.

Richard J. Colling  
Richard J. Colling (Declarant)

06/03/88  
Date

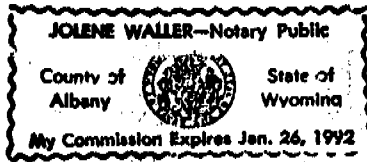
James G. Wetherill  
James G. Wetherill (Declarant)

06/03/88  
Date

Jolene Waller  
Notary of the Public

06/03/88  
Date

My Commission Expires Jan 26, 1992



RECORDED  
INDEXED  
4  
Year \_\_\_\_\_  
John C. DeWalt County Clerk  
Recorded in book \_\_\_\_\_ of \_\_\_\_\_  
at \_\_\_\_\_ of \_\_\_\_\_  
This instrument was filed for  
Record this \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_  
County of Albany  
State of Wyoming

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