

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS
FOR BLOCKS 4, 5, AND 6 OF
HAYCREEK SUBDIVISION FILING NO. 1
(A COMMERCIAL AREA)

RENO JUNCTION DEVELOPMENT, INC., fee owner of the following described real property located in the County of Campbell, State of Wyoming, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of Block 4; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of Block 5; and Lot 21 of Block 6 of Haycreek Subdivision Filing No. 1, a part of Sections 28, 33, and 34, Township 44 North, Range 72 West, 6th Principal Meridian, County of Campbell, State of Wyoming, according to the Plat thereof filed for record June 3, 1982 in Book 3 of Plats, Pages 213 through 215 of the records of the County Clerk and Recorder of Campbell County, Wyoming.

hereby makes the following declaration as to limitations, restrictions, and uses to which the lots referred to above (hereafter "the Lots") may be put, and hereby specifies that such declaration shall constitute covenants to run with the land, as provided by law, and shall be binding upon all persons or entities now or hereafter owning the Lots and all persons claiming under them, and for the benefit of and limitation upon all future property owners within said subdivision (hereafter "the Subdivision").

SECTION A. PURPOSE OF COVENANTS:

1. The purposes of the requirements set forth herein are to:
 - a. Attain high quality development and construction within the Subdivision; and,
 - b. Insure compatibility and harmony between the improvements erected on the Lots and between said improvements and the land within and without the Subdivision;
 - c. Prevent nuisances;
 - d. Prevent the impairment of the attractiveness of the land within and without the Subdivision;
 - e. Maintain the desired tone of the community;
 - f. Protect the value of each Lot within the Subdivision; and
 - g. Secure to each Lot owner the full enjoyment and benefit of said Lot with no greater restriction on the free and undisturbed use of said Lot than is necessary to insure the same advantages to other Lot owners.
2. The procedures and standards set forth herein shall primarily apply to:
 - a. Assuring compatibility and harmony of exterior colors, materials, and design;
 - b. Relating the proposed improvements for each Lot to the natural features of the land within and without the Subdivision and to neighboring improvements; and,
 - c. Conforming proposed plans and specifications to the requirements of this Declaration.
3. Compliance with this Declaration does not constitute compliance with any applicable building codes or regulations of Campbell County or of the State of Wyoming.

SECTION B. ARCHITECTURAL REVIEW PROCEDURES:

1. Submission of Preliminary Plans and Specifications.
 - a. At the time of the preliminary architectural design of any improvements to be erected on any Lot within the Subdivision, the Lot owner shall submit plans and specifications to Reno Junction Development, Inc. (hereafter "RJDI") for approval.
 - b. Within thirty (30) days following RJDI's receipt of preliminary plans and specifications, RJDI shall notify the Lot owner of its approval, conditional approval, or rejection of said plans and specifications.
2. Submission of Final Plans and Specifications.
 - a. Prior to the commencement of construction of any improvements on any Lot, and subsequent to the issuance of approval or conditional approval pursuant to Section B (1.b.) hereof, the Lot owner shall submit duplicate copies of the plans and specifications of said improvements to RJDI.
 - b. The plans and specifications to be submitted pursuant to Section B (2.a.) hereof shall include, but not be limited to, the following:
 - i. The floor plans, exterior elevations, details of exterior architectural features, wall sections and plot grading;
 - ii. The principal exterior materials and color schemes;
 - iii. The locations, type and method of utilization of all utilities;
 - iv. A full description of all signs, lighting, and site clearance planned in connection with the construction of the improvements;
 - v. An approximate schedule showing commencement and completion dates for the improvements to be constructed on the Lot, utility hook-up, and completion of landscaping work;
 - vi. A landscaping plan which shall show:
 - (1) The position, type, and height of all trees, shrubs, plantings, and living ground cover;
 - (2) Location and type of fencing, peripheral or retaining walls, driveways, off-street parking area;
 - (3) All other topographical and decorative features.
 - c. All plans and specifications submitted to RJDI pursuant to Section B (2.a.) hereof shall be approved, conditionally approved, or rejected within thirty (30) days following RJDI's receipt of complete plans and specifications.
 - d. On or before the expiration of the thirty-day period set forth in Section B (2.c.) hereof, RJDI shall send the Lot owner a notice stating:
 - i. The reasons for RJDI's rejection of the owner's plans and specifications, if rejected;
 - ii. RJDI's approval of said plans and specifications; or,
 - iii. RJDI's conditions of approval, if said plans and specifications are conditionally approved.
 - e. The notice mailed pursuant to Section B(2.d.iii.) hereof shall stipulate that said approval shall not be effective until RJDI has received the Lot owner's consent to be bound by the conditions of approval therein proposed. In the event that the

Lot owner shall withhold his consent to such conditions, the plans and specifications shall be deemed to have been rejected.

- f. RJDJ's approval, conditional approval, or rejection of any plans and specifications submitted pursuant to Section B (1.a.) or B (2.a.) hereof shall be based on the purposes set forth in Section A hereof and compliance with the requirements of Section C hereof. RJDJ's approval shall not be unreasonably withheld. RJDJ's actions shall not be arbitrary or capricious and shall be conclusive and binding upon all interested parties.
- g. All plans and specifications to be submitted to RJDJ hereunder shall be mailed or delivered to the following address, or to such other address as RJDJ may from time to time designate:
 - Reno Junction Development, Inc.
 - Latigo Hills Mall
 - P. O. Box 547
 - Wright, WY 82732
- h. In the event that any plans or specifications submitted pursuant to this Declaration are rejected by RJDJ, the resubmission of plans and specifications shall be subject to the same requirements which applied to the original submittal.
- i. RJDJ shall have the right to waive compliance with or vary any of the procedures or standards set forth herein at its discretion, for good cause show.
- j. At reasonable times and upon reasonable notice, representatives of RJDJ shall have the right to enter upon any Lot during the course of construction of any improvements approved hereunder for the purpose of inspecting said improvements to verify the Lot owner's compliance with the approved plans and specifications. One copy of the approved plans and specifications shall be retained by RJDJ for the purpose of said inspections.

SECTION C. ARCHITECTURAL AND DESIGN CRITERIA:

- 1. Architectural Requirements.
 - a. Building design:
 - i. Building design shall relate to adjacent buildings and the natural topographical features within each Lot. Orientation of use within each Lot shall relate to uses of adjoining Lots and overall pedestrian and vehicular circulation patterns within and without the Subdivision.
 - b. Site planning:
 - i. Site planning shall relate to existing buildings and streets. Natural topography shall be maintained wherever possible, and buildings shall be designed to conform to and complement existing topography.
 - c. Building groups:
 - i. When multiple structures are planned as a part of a single ownership or project on any single Lot or group of Lots, said structures shall be designed in a unified architectural and spatial manner.
 - d. Vehicular access:
 - i. Vehicular access to each Lot, or each group of Lots under common ownership, shall be carefully designed in relation to vertical and horizontal

- curves, sight distances, median cuts, and other driveways. Commonly accepted traffic engineering criteria shall be uniformly applied and curb cuts minimized.
- e. Pedestrian circulation:
 - i. Attention shall be given to pedestrian circulation on site from parking areas to the structures planned for each Lot, open space, and pedestrian walkways, and to structures on adjoining Lots.
 - f. Landscaping:
 - i. Landscaping shall be designed to unify the building and its site, existing buildings and existing adjacent landscaping. Paving materials and planting shall be appropriate to accomplish the purposes set forth in Section A hereof.
 - g. Exterior materials:
 - i. Exterior materials shall be carefully controlled as to character. The use of non-reflective building materials with finishes in a range of earth tones is encouraged.
 - h. Building codes:
 - i. All improvements to be erected on any Lot, including electrical, plumbing, and mechanical systems, shall be in compliance with all applicable codes, ordinances, rules, and regulations now or hereafter in effect.
 - i. Architect/engineer:
 - i. All improvements to be erected on any Lot shall be designed by a licensed architect or engineer.
 - j. Exterior mechanical equipment:
 - i. No heating, air conditioning, electrical, or other equipment shall be installed on the roof of any building or structure, or hung on the exterior walls of any building or structure unless the same is covered, screened, and installed in a manner which shall first have been approved in writing by RJD.
2. Miscellaneous Requirements.
- a. Loading areas:
 - i. Truck loading and receiving areas shall be screened from view by architectural means, or by landscaping, and shall not be permitted in the front yard of any Lot, except with the prior approval of RJD.
 - b. Waste storage:
 - i. Exterior waste and rubbish storage areas may be permitted with the approval of RJD, provided that they are architecturally screened from view and from wind. All trash and rubbish containers must be kept covered and out of sight at all times.
 - c. Materials storage:
 - i. No materials, supplies, equipment, finished products, or semi-finished products, raw materials, or articles of any nature shall be stored or permitted to remain on any Lot outside the buildings or structures constructed thereon, unless they are architecturally screened from view.

Those businesses requiring ground space for consistent turnover of materials, supplies, raw materials, or products shall request prior approval, in writing, from RJDJ. Such approval shall not be unreasonably withheld.

- d. On-site utility connections:
 - i. All permanent electrical or telephone connections and installation of wires to buildings or structures on any Lot shall be made underground from the nearest available source.
- e. On-site drainage:
 - i. Each Lot owner shall be required to provide adequate drainage facilities, including on-site ponds and/or controls of storm water runoff resulting from precipitation. The amount of ponding or controls shall be at least sufficient to accommodate estimated change in storm water runoff resulting from the placement of buildings and parking areas, and shall be discharged in a manner consistent with commonly accepted engineering practices.
- f. Street parking:
 - i. No parking shall be permitted on any street or access road at any place other than the paved parking spaces to be provided within each Lot.
- g. Vehicular storage:
 - i. Automobile parking spaces shall not be used for permanent or temporary storage of trucks, trailers, buses, and other large semi-mobile equipment, provided that the parking of such vehicles and equipment may be permitted if prior approval of adequate screening by landscaping or fencing is obtained from RJDJ.
- h. Water supply:
 - i. No individual water supply system shall be permitted on any Lot unless such system is located, constructed, and equipped in accordance with the requirements and standards of the Wright Water and Sewer District, Wright, Wyoming. Approval of such systems shall be obtained from said District, as well as the State of Wyoming and the County of Campbell, prior to commencement of construction.
- i. Sewage disposal:
 - i. No individual sewage disposal system shall be permitted on any Lot unless such system is located, constructed, and equipped in accordance with the requirements of the Wright Water and Sewer District, Wright, Wyoming. Approval of such systems shall be obtained from said District, as well as the State of Wyoming and the County of Campbell, prior to commencement of construction.
- j. On-site parking space requirements:
 - i. Each Lot owner shall, as a minimum, provide parking space for the improvements to be erected on each Lot, or group of Lots held in common ownership and devoted to common use, in accordance with the following ratios:
 - (1) One (1) space per 200 square feet of finished office floor space; plus,

- (2) One (1) space per 1,000 square feet of enclosed floor space used for non-office purposes.
- k. Nuisances:
- i. No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done thereon which may constitute or may become a nuisance to other Lot owners within the Subdivision.
- l. Excluded uses:
- i. No Lot, or group of Lots, within the Subdivision shall be used as a site for a gravel pit, automobile wrecking yard, sanitary landfill, waste disposal area, mineral extraction or processing facility, junk yard, aggregate plant, asphalt plant, concrete batch plant, or permanent residential uses, except those businesses such as a rental mobile home park, recreational vehicle park, and residences for businesses requiring twenty-four hour attention, such as kennels or veterinarian services. The mobile home park and recreational vehicle park must conform to the rules and regulations as established by the County of Campbell and the State of Wyoming. Such residential uses would not be re-assignable to non-conforming uses.
- m. Building location:
- i. No building shall be located on any Lot nearer to the front lot line than fifty (50) feet, except Lot 10, Block 4, and Lot 1, Block 5, facing Park Lane, on which no building shall be located nearer than twenty-five (25) feet to the lot line.
- ii. No building shall be located nearer than five (5) feet to a side lot line.
- iii. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

SECTION D. CONSTRUCTION REQUIREMENTS:

1. Pre-construction Conferences.
- a. Prior to commencing construction, each Lot owner, or his builder or contractor, will meet with representatives of RJDl to review procedures and coordinate proposed construction activities on the Lot.
2. Compliance With Applicable Laws and Regulations.
- a. All applicable federal, state, and local laws, rules, regulations and orders will be strictly observed by the Lot owner and his contractors and subcontractors at all times.
3. Construction Trailers, Portable Field Offices, Etc.
- a. Prior to locating any construction trailer, field office, or similar equipment within the Subdivision, the Lot owner or his contractor shall first obtain the written approval of RJDl. Said approval shall set forth the location of such equipment and shall require the removal of said equipment within thirty (30) days following completion of construction.
4. Storage of Materials and Equipment.

- a. Owners and contractors are permitted to store construction materials and equipment on the Lot during the construction period. It shall be neatly stacked, properly covered and secured. Storage of material or construction equipment outside the owner's or builder's Lot will be done only with the approval of RJDI.
 - b. Storage of materials or equipment shall be the sole responsibility of the Lot owner and his contractor.
 - c. Lot owners and contractors shall not disturb, damage, or trespass on other Lots or common areas within the Subdivision.
5. Debris and Trash Removal.
- a. Owners and contractors shall clean up all trash and debris on the Lot at the end of each week. Trash and debris shall be removed from each construction site at least once a week. Light-weight material, packaging, and other items, shall be covered or weighted down to prevent wind from blowing such materials off the Lot. Lot owners and contractors are prohibited from dumping, burying, or burning trash anywhere in the Subdivision, except in areas designated by RJDI.
 - b. During the construction period, each Lot shall be kept neat and shall be properly policed to prevent it from becoming a public nuisance, eyesore, or from adversely affecting other Lots or common areas within the Subdivision. All clean-up costs incurred by RJDI will be billed to the Lot owner.
 - c. Dirt, mud, or debris resulting from construction activity on each Lot shall be promptly removed from public or private roads, common areas, driveways, or other portions of the Subdivision.
6. Sanitary Facilities.
- a. Each Lot owner and contractor shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets, or similar temporary toilet facilities, shall be located only on the Lot itself, or in areas approved by RJDI.
7. Parking Areas.
- a. Construction crews will not park on, or otherwise use, other Lots or common areas within the Subdivision. Private vehicles, construction vehicles, and machinery parked off any Lot will be parked in areas designated by RJDI.
8. Restoration or Repair of Other Property Damaged.
- a. Damage and scarring to other property, including, but not limited to, other Lots, common areas, roads, driveways, or other improvements within the Subdivision will not be permitted. If any such damage occurs, it shall be repaired and restored promptly at the expense of the person or entity causing the same.
 - b. Upon completion of construction, each Lot owner, or his contractor, shall clean his Lot and repair all damaged property.
9. Each Lot owner within the Subdivision will be responsible for the conduct and behavior of his representatives, builders, contractors, and subcontractors. Each Lot owner shall require his contractor to read this Declaration prior to commencement of any construction work on the Lot. Each Lot owner shall insert a provision in his construction contract with his contractor obligating such contractor to comply with the requirements set forth in this Section D during the course of construction and to cause his subcontractors to comply with said Section.

SECTION E. POST CONSTRUCTION MAINTENANCE:

1. Site and Building Maintenance.
 - a. Each Lot owner shall keep his improvements in a safe, clean, and neat condition; shall remove, replace, or restore all such items not in such condition; and, shall comply in all respects with all government, health, and police requirements and with such standards as are established by RJDJ. Each Lot owner shall remove at its own expense any rubbish or trash of any character which may accumulate on its property. Rubbish and trash shall not be disposed of within the Subdivision by burning in open fires or incinerators.
2. Maintenance of Landscaping and Grounds.
 - a. The grounds within each Lot shall be maintained in a neat and adequate manner, which shall include lawn mowing, hedge trimming, adequate irrigation, replacement of dead, diseased, or unsightly landscaping, removal of weeds from planted areas, and appropriate pruning of plant materials.

SECTION F. DURATION AND AMENDMENT:

1. Duration.
 - a. Unless sooner terminated as hereafter provided, this Declaration, and any amendments hereto, shall remain in effect until December 31, 2009.
2. Amendment.
 - a. These Covenants may be amended or terminated or extended for successive 20-year terms by an instrument in writing executed and acknowledged by RJDJ and by owners of more than one-half of the Lots within the Subdivision, other than land then owned by RJDJ; or, if at such time RJDJ does not own land in the Subdivision, by an instrument in writing executed and acknowledged by the owners of more than two-thirds of the Lots in the Subdivision. Amendments made pursuant to the provisions of this Section F (2.) shall inure to the benefit of and be binding upon the owners of all land in the Subdivision, and any other persons or entities having an interest therein, their respective heirs, successors, and assigns. A certificate of a licensed abstract company showing record ownership of the land shall be evidence of such ownership and status for voting purposes.

SECTION G. ENFORCEMENT:

The conditions, covenants, restrictions and reservations herein contained shall run with the Land, and be binding upon and inure to the benefit of each Lot owner within the Subdivision. These conditions, covenants, restrictions and reservations may be enforced, as provided hereinafter, by any Lot owner, as well as by RJDJ. Violation of any condition, covenant, restriction, or reservation herein contained shall give to RJDJ and to any Lot owner the right to bring proceedings in law or equity against the party or parties violating or intending to violate any of the said covenants, conditions, restrictions, and reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any such covenants, conditions, restrictions and reservations shall give to RJDJ the right to enter upon any Lot and abate, remove, modify or replace at the expense of the owner thereof any structure, thing, or condition that may exist thereon contrary to the intent

and meaning of the provisions hereof. Every act, omission to act, or condition which violates the covenants, conditions, restrictions and reservations herein contained shall constitute a nuisance, and every remedy available in law or equity for the abatement of public or private nuisances shall be available to each Lot owner and to RJDI. In any legal or equitable proceeding to enforce the provisions hereof, or to enjoin their violations, the party or parties against whom judgment is entered shall pay the attorneys' fees of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive. The failure of the Lot owners or RJDI to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations, or of the right to enforce any other conditions, covenants, restrictions, or reservations, and neither the Lot owners nor RJDI shall not be liable therefor.

SECTION H. LIMITED LIABILITY:

Neither RJDI, nor any director, officer, member, agent, or employee thereof shall be liable to any party for any action or for any failure to act with respect to any matter if the action was taken or failure to act was in good faith.

IN WITNESS WHEREOF, this Declaration has been executed as of the 4th day of December, 1991.



RENO JUNCTION DEVELOPMENT, INC.

[Signature]
Vice President

ATTEST:

[Signature]
Assistant Secretary

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

On this 4th day of December, 1991, before me personally appeared Wesley J. Woodside known to me to be Vice President of Reno Junction Development, Inc., and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

WITNESS my hand and official seal.



My commission expires: July 2, 1992

Bonnie J. Brown
Notary Public

P.O. Box 58
Address: Wright, Wyo 82752

STATE OF WYOMING }
Campbell County } ss.

Filed for record this 5th day of December A.D. 1991st 4:04 o'clock P.M. and recorded in Book 1169
of Photos on page 306-315 Fees \$ 24.00 **653544**
Curran E. Addison RECORDED
County Clerk and Ex-Officio Register of Deeds ABSTRACTED
INDEXED
CHECKED ✓ By Deputy Maime J. Hockett

