

**DECLARATION OF PROTECTIVE COVENANTS****FOR****RC RANCH BUSINESS PARK I**

THIS DECLARATION OF PROTECTIVE COVENANTS is made by **S & S Builders, LLC**, a Wyoming limited liability company, "Declarant," for itself, its successors, grantees, and assigns this \_\_\_ day of August, 2008.

**ARTICLE I****PROPERTY DESCRIPTION**

Section 1. Declarant is the owner of the following real property (the "Property") located in the City of Gillette, Campbell County, Wyoming described as:

Lot 2, Block 1, a Resubdivision of Block 1 of RC Ranch Phase 1, in the NE ¼ of Section 4, Township 49 North, Range 72 West of the 6<sup>th</sup> P.M., Campbell County, Wyoming

and depicted and described on the final plat recorded in the real estate records of Campbell County in Book of Plat Maps as Reception No. 900136, Book 8 (Plats), Page No. 312 (hereinafter referred to as the "Plat.>").

**ARTICLE II****OBJECTS AND PURPOSES**

The Property in the RC Ranch Business Park I is hereby made subject to the following covenants, conditions, restrictions, reservations, charges, liens and easements, all of which shall be deemed to run with the Property and each and every portion thereof, to ensure proper use and appropriate development, improvement and maintenance of the Property so as to:

Section 1: Protect the Owners and tenants of Lots against such improper development, alteration and/or use of surrounding Lots as will depreciate the value and use of their Lots.

Section 2: Encourage and ensure the construction of attractively designed permanent improvements or alterations appropriately located with the Property in order to maintain harmonious appearance and function.

Section 3: Provide adequate and properly maintained parking areas and facilities.

Section 4: Ensure the provision of adequate and suitable landscaping.

Section 5: Provide for the maintenance of all Common Areas and all Common Facilities.

ARTICLE III

DEFINITIONS

Section 1: "Association" shall mean and refer to the RC Ranch Business Park I Owners Association, a Wyoming Non-Profit Corporation, its successors and assigns. The Association shall act by and through its Board of Directors and its elected officers. The membership of the Association shall be made up of all Lot Owners.

Section 2: "Common Areas" shall mean and refer to those areas within the development which are intended for common use and enjoyment of the Owners.

Section 3: "Common Facilities" shall mean and refer to the following:

A. Signs used by all Lot Owners (excluding individual business signs installed by Lot Owners), fences, landscaping and trash containment enclosures located in the Common Areas and similar items installed by the Declarant on the Property for the common benefit of the Owners;

B. Parking lot pavement, curbs, gutters, sidewalks and light poles and lighting located on the Common Areas.

C. The landscape irrigation equipment and systems.

D. Any other item declared to be Common Facilities by the provisions of this Declaration or by the Association in the future.

Section 4: "Common Expense" shall mean and refer to the cost of maintaining and operating the Common Areas and Common Facilities, which costs shall include by way of illustration and not by limitation, removal of trash, rubbish and debris from the Common Areas and Common Facilities; snow removal from the Common Areas and Common Facilities; sign maintenance and lighting, Common Area and Common Facility lighting; painting and maintenance of the parking lot contained within the Common Area; irrigation and care of the landscape within the Common Area; real estate and personal property taxes assessed on the Common Area and the Common Facilities; acquisition of casualty, public liability and other insurance; taxes and special assessments upon Common Areas and Common Facilities; legal and accounting fees incurred by the Association; utilities; payment of any deficit remaining from a previous assessment to the Common Areas and Common Facilities; the creation of a reasonable contingency reserve, sinking or surplus fund; or other sums declared to be Common Expenses by the provision of this Declaration and all other sums lawfully assessed by the Association pursuant to the Articles of Incorporation and By-Laws of the Association.

Section 5: "Declarant" shall mean and refer to S&S Builders, LLC, its successors and/or assigns, if such successor or assigns are Owners of any portion of the Property and are designated by S&S Builders, LLC to perform the obligations of the Declarant hereunder.

Section 6: "Lot" shall mean and refer to any parcel of land within the Property except the Common Areas.

Section 7. "Building" shall mean and refer to the structure constructed on the Lot.

Section 8: "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to Lot, but excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

Section 9: "Owner's Membership Interest" shall be determined by a ratio of the actual square footage of the Owner's Lot (the numerator) divided by the actual total square footage of all the Lots (the denominator), which shall be determined by Declarant in its sole discretion. The Common area shall not be included in the denominator when determining the Owner's Membership Interest. The Common Areas and Common Facilities shall be owned by the Association in accordance with the Owners' Membership Interest.

Section 10: "Final Plat" shall mean and refer to the Plat for the Property prepared by which contains the gross square footage of each Building which will be constructed upon each Lot within the Property.

Section 11: "Bylaws" shall mean the Bylaws of the Ranch Business Park I Owners Association.

#### ARTICLE IV

##### USES

Section 1: Common Areas. Tract A shall consist of Common areas, including open space, parking lots, utility easements, setbacks, landscaping, buffering, storm water detention areas, and sidewalks and irrigation control building(s). No part of the common areas shall be used for the sale, storage or display of merchandise and no promotions shall be held in the Common Areas without prior written consent of the Association, which consent may be given or withheld in the Association's sole and absolute discretion.

Section 2: Lots 1-7. Lots 1 through 7 shall be used for professional office space, medical office space, retailing or wholesaling of goods or the provision of services, and restaurant, food or beverage establishments as permitted by the ordinances and specifications of the City of Gillette. Uses permitted shall include and be consistent with the uses permitted in Zoning District C-1, General Commercial District, as outlined in Section 6(m.) of the Zoning Ordinance, City of Gillette. The interior of the buildings located on Lots 1 through 7 may be divided up and sold in any combination of square footage. No residential or industrial uses shall be allowed on the Property.

Section 3: Nuisances. No noxious or offensive activities shall be conducted on any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owner or Occupant of any other Lot within the Property.

#### ARTICLE V

### CONSTRUCTION, MAINTENANCE AND ALTERATION OF BUILDINGS

Section 1. Building Standards: All Buildings within RC Ranch Business Park I shall be similar in exterior appearance and shall be constructed in accordance with the current building code of the City of Gillette in affect during construction. The exterior of the buildings shall incorporate a minimum of two different building materials to enhance the aesthetic quality of the buildings. Unique architectural features, such as the use of decorative architectural steel awnings on the fronts of the buildings shall be used. The exterior finish material shall be exclusively stone, EIFS (Dryvit), masonry, glazing, and architectural steel awnings. None of the structures in the development shall contain lap siding. Straight wall appearance shall be avoided in the exterior design and each building sharing a common wall will be offset so as to enhance the visual appeal of the buildings.

Section 2. Landscaping. All Common Areas not used for parking and sidewalks, and all areas of the Lots not used for a Building shall be landscaped in accordance with the requirements of the landscaping ordinance of the City of Gillette.

Section 3. Building Maintenance. From and after the date construction of a Building on the Lot is completed, the exterior of such building shall be maintained by the Owner in first class order, condition and repair.

Section 4. Submission of Alteration Plans to Association. No alteration, painting, residing or other modification to the exterior of any Building on the Lot shall be performed unless the plans and specifications therefore have been first submitted to and approved in writing by the Association.

Section 5. Standards. In determining whether to approve or disapprove plans and specifications submitted to it, the Association shall use its best judgment to ensure that all repairs or alterations conform to and harmonize with the requirements and restrictions of this Declaration. Approval shall be based upon such factors, including, but not limited to, the following: reasonable aesthetic appeal, conformity and harmony of exterior design with other structures on the within the development, the requirements on file with the City of Gillette, Wyoming with respect to the construction of the Buildings upon the Lots, the integrated nature of the improvements on a particular Lot, and the relationship of the topography, grade and finished ground elevation of the Lot being improved to that of contiguous Lots.

Section 6. Approval. Any approval or permission granted by the Association shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant, and any approval or permission granted by the Association shall not in any way be construed to mean acceptance of any submission to any private or governmental agency. The Association shall, if requested, make reasonable efforts to assist and advise the applicant in achieving an acceptable submittal. In the event the Association failed to approve or disapprove any submittal within forty-five (45) days after delivery of the submittal to the Association, approval will not be required and the provisions of this Article will be deemed to have been complied with.

Section 7. Liability of Association. The Association shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this Article provided only that the Association act in good faith.

Section 8. Temporary Structures. No temporary building or other temporary structure shall be permitted on any Lot; provided, however, that construction trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of a permanent Building. Said structures shall be placed as inconspicuously as practicable, shall cause not inconvenience to Owners or occupants of other Lots and shall be removed in a timely manner following completion of the improvement or alteration.

Section 9. Completion of Construction. Once begun, any improvement or alteration approved by the Association shall be diligently prosecuted to completion. The Association shall have the authority to set the time for completion of any improvement or alteration on a case by case basis.

Section 10: Enforcement. If the Association is not satisfied with the alteration or maintenance of any Building on any Lot, or in the event such improvement is constructed or without the approval of the Association and is in violation of the terms of these Covenants, the Association shall so notify the Owner in writing and the Owner shall have thirty (30) days thereafter in which to correct the defect. If, in the opinion of the Association, the Owner has failed to bring any such defect up to the standards established by these Covenants within said thirty (30) day period, the Association may order the necessary work performed at the Owner's expense; multiple Owners of Lots shall be jointly and severally liable for such expenses. Said expenses shall represent a lien against the Lots which may be enforced as provided in Article VII hereof.

Section 11. Exterior Lighting. Exterior lighting will be installed on each Building constructed within the development as well at areas throughout the Common Areas as deemed necessary by the Association for security and safety purposes. The Owners of each Lot will be required by the Association to keep the exterior lights on the Owner's building illuminated during such hours as determined by the Association for security and safety purposes.

No colored or flashing lights shall be permitted outside or in the windows of any building except with respect to any required illumination of emergency facilities or as otherwise authorized by the Association.

Section 12. Signs. All signs shall conform to Section 10 of the Gillette City Zoning Ordinance and shall further be subject to the following:

A. Temporary Development Signs. Two (2) temporary development/sales signs shall be allowed to be placed on the site by the developer which will be removed within sixty (60) days following the sale of the last developable lot within RC Ranch Business Park I.

B. Development Signs. The developer will construct no more than three (3) center identification signs which will provide space and frame(s) on which a Lot owner may, at its sole expense, affix a sign of equal size with other owners, containing its name, logo and description of services offered by the Lot owner's business.

C. Owner/Tenant Signs. Each building within the development will be constructed in a manner that reserves space on the entrance side of the building and/or on the rear of the buildings along Enzi Drive and the rear of the buildings not adjacent to Enzi Drive upon which the owner or tenant may place a business sign. The owner/tenant signs shall be consistent with the architectural theme of the development and will be consistent in size throughout the development. No individual signs shall be in the common areas or on the building fascia or roofs. No excessively large wall signs shall be permitted. No pole mounted signs shall be permitted.

D. Directory Signs. Directory signs shall be permitted throughout the development as specified by the Association.

E. Approval. All signs to be installed by the Lot Owners must be approved by the Declarant until the development is completed and thereafter by the Board of Directors of the Association.

Section 13: Radio and Television Antennae or Dishes. No exterior television antenna, or radio antenna shall be placed, allowed or maintained upon any portion of any structure located upon a Lot, or any other portion of the Property without the express written consent of the Association.

Section 14: Utility Connections. All electrical and telephone connections and installation of wires to Buildings shall remain underground from the nearest available source. No privately owned transformer, meter or other apparatus shall be located on any power pole or hung from the outside of any Building, but shall be placed on grade and shall be adequately screened in accordance with the requirements of the Association.

Section 15: Variations. The Association may grant variations from the requirements of these Protective Covenants due to extraordinary or exceptional situations or conditions, provided that such relief does not impair the intent or purpose of these Covenants, and the Association may waive any provision of these Covenants if necessary to effectuate the objectives of these Covenants, which waiver shall extend to all Lots within the Property.

Section 16: Damage and Destruction. If the building(s) or improvements on the Lot are damaged or destroyed, the Owner may, but shall not be obligated to, restore its building(s) on the Lot. If the Owner elects to so restore its building(s) or improvements, such building(s) or improvements shall be restored to a condition at least as good as of the building(s) or improvements that which existed immediately prior to such damage or destruction and all such restoration and reconstruction shall be performed in accordance with the following requirements as the same are applicable thereto: (i) no work on the Lot shall be commenced unless the Owner desiring to perform the same has in each instance complied with the appropriate provisions of this Declaration with respect to approval of Plans and Specifications for work performed on the Lot; and (ii) all work shall be performed in accordance with the requirements of this Declaration. If the Owner elects not to restore its building(s) and improvements following damage and destruction, the Owner's obligations with respect to the Common Areas on its Lot shall continue, and the Owner shall, at its sole cost, raze its damaged building(s) and improvements and clear the Building Area and surrounding Common Areas of all debris.

## ARTICLE VI

ASSESSMENTS

Section 1: General Assessments. The Association may assess each Owner for his or its share of Common Expenses. Each Owner shall be subject to a monthly assessment equal to the total estimated Common Expenses multiplied by his Owners' Membership Interest. Due to the lack of historical data, the Declarant imposes a monthly assessment for the calendar year 2008 in the following amounts based on estimated expenses:

3000 Sq. Ft. Units - \$125 per month  
2500 Sq. Ft. Units - \$115 per month  
2000 Sq. Ft. Units - \$100 per month

After calendar year 2008, the Association shall estimate the amount of the monthly assessment against each Lot at least thirty (30) days in advance of the assessment year and fix the monthly payment amount. Written notice of the assessment shall be sent to every Owner. At the end of each one (1) year period or at such shorter period as the Association shall determine to be appropriate, the Association shall determine the exact Common Expense for said period and shall charge or credit each Owner in the next assessment year for the difference between the actual Common Expenses and the estimated Common Expenses during said period.

Section 2. Declarant Not Obligated to Pay Assessments. Declarant shall not be liable for the monthly assessment while either entity is an owner of any Lots. In lieu of the obligation to pay the monthly assessments, Declarant shall pay the sum of \$300 to the Association upon the closing of the sale of each Lot within the development.

Section 3: Special Assessments. In addition to the general assessments authorized above, the Association may levy in any year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of the Association's improvements, whether located upon the Common Areas or Common Facilities owned by the Association provided, however, that any such assessment shall be approved by a vote of the majority (greater than 50%) or more of the Lot Owners.

Section 4: Owners' Liability for Payment of Assessments and Liens. With the exception of the Declarant, each Owner of any Lot, by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay all assessments made pursuant to these covenants, specifically including all assessments for maintenance, operation, repair and replacement of the Association's improvements. Such assessments, together with interest, costs and reasonable attorneys' fees, shall be charged upon the land and shall, after the due date thereof, be a continuing lien upon the Lot against which it is made and shall also be the personal obligation of the Owner of such Lot at the time the assessment is due. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Owner may exempt himself from liability for the payment of such assessment by waiver of the use of the Common Areas, Common Facilities or Association's improvements. The grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against a Lot

assessed and due prior to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee; provided, however, that upon written request, any such prospective grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments, if any, with respect to the subject Lots, and the amount of any credit for advance payments or for prepaid items. Such statement shall be conclusive upon the Association.

Section 5: Effect of Nonpayment of Assessment; Remedies of the Association. If an Owner shall fail or refuse to pay any Assessment within thirty (30) days of the date such assessment becomes due, the amount thereof shall constitute a lien on that Owner's Lot; and upon the recording of notice thereof by the Association, such lien shall be constituted upon such Owner's interest in said Lot prior to all other liens and encumbrances, recorded or unrecorded, except (i) taxes, special assessments and special taxes thereon or thereafter levied by any political subdivision or municipal corporation of this state and any other state or federal taxes which by law are a lien on the interest of such Owner prior to pre-existing recorded encumbrances thereon; and (ii) all sums owing to a First Mortgagee pursuant to the terms of the First Mortgage of record, including all unpaid obligatory sums as may be provided by such encumbrance, and including additional advances made thereon prior to the arising of this lien. To evidence such lien for unpaid assessments, the Association shall prepare a written notice setting forth the amount, the name of the Owner of the Lot and a description of the Lot. Such notice shall be signed on behalf of the Association and shall be recorded in the Office of the Clerk and Recorder of the County of Campbell, State of Wyoming. Such lien shall attach from the date of recording in the Office of the Clerk and Recorder and may be enforced by foreclosure by the Association of the defaulting Owner's Lot in like manner as mortgages upon real property. In any such foreclosure, the Owner shall be required to pay all of the costs and expenses of such proceedings, the cost, expenses and attorneys' fees for filing the notice of claim of lien and all reasonable attorneys' fees incurred in connection with such foreclosure. In addition, any unpaid assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date such assessment was due. The Owner shall also be required to pay any assessments due and owing during the period of foreclosure, and the association shall be entitled to the appointment of a receiver to collect the same.

## ARTICLE VII

### ASSOCIATION

Section 1: Membership. Every Owner of a Lot shall become a member of the Association upon acquisition of said Lot. Membership shall be appurtenant to and may not be separated from ownership of the Lot. Membership shall pass by operation of law upon the sale of such Lot, which sale may be by deed or by installment land contract. S&S Builders, LLC shall also be a member of the Association until all Lots are sold. S&S Builders, LLC's Membership interest shall be calculated in the same manner as provided for in Article III, Section 9 for the Owners.

Section 2: Preferential Voting Rights. The Association shall have two (2) classes of voting membership:

A. Class A. Class A members shall be all members with the exception of the S&S Builders, LLC. Each Class A member shall be entitled to cast one vote for each Lot owned.



B. Class B. The Class B members shall be the S&S Builders, LLC. The Class B members shall be entitled to cast 2 votes for each lot owned.

The Class B membership shall cease and be converted to Class A membership upon the sale of the final Lot in the RC Ranch Business Park I.

Section 3: Voting. All assessments for Common Expenses and other business of the Association shall be determined by a vote of the Owners at a meeting called for such purpose upon written notice by any one (1) Owner to all other Owners not less than ten (10) days nor more than fifty (50) days in advance of such meeting. To conduct business at such meeting, the presence in person or by proxy of the Owners representing thirty percent (30%) of the Lot Owners (without regard to class voting) shall constitute a quorum of the Owners. Except as otherwise provided in these Covenants, all matters at such meeting shall be adopted or approved by the affirmative vote of the Owners representing a majority of the votes entitled to be cast at such meeting as determined in accordance with the provisions of Section 2 above. The Association may adopt such By-Laws as the members deem appropriate for the conduct of such meetings and the management of the affairs of the Association. In the event that multiple Owners of one (1) or more Lots shall be entitled to vote on any matter involving the Association as set forth herein, then all such Owners of such Lots must vote in the same manner, and in the event of a dispute as to the manner in which such vote is to be cast, such vote shall be disregarded for purposes of these covenants.

#### ARTICLE VIII

##### COMMON AREAS AND COMMON FACILITIES

Section 1: Ownership and Conveyance of Common Areas. The Association shall own the Common Areas and Common Facilities in trust for the use and benefit of the Owners. The Commons Areas and the Common Facilities shall be transferred or conveyed to the Association promptly following the sale of the last developable lot within RC Ranch Business Park I by general Warranty Deed free and clear of all liens and encumbrances subject to all existing easements, restrictions, reservations, dedications and rights-of-way in place or of record, pursuant to these or other protective covenants of record, all zoning and other governmental ordinances, rules and regulations, statutory lien rights resulting from the inclusion of said property in any improvement districts and general property taxes for the year in which the conveyance is made. It is hereby acknowledged that an easement shall exist in perpetuity over and across all Common Areas in the RC Ranch Business Park I, for the benefit of S&S Builders, LLC and its successors and assigns.

Section 2: Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas and Common Facilities, which right and easement shall be appurtenant to and shall pass with the title to every Lot. In addition, every Owner is hereby granted an access easement over, across and upon all Common Areas located on the Property for access to his Lot, which right shall also be appurtenant to and shall pass with title to every Lot. An Owner may delegate his right and easement to the Common Areas and Common Facilities to his employees, tenants, invitees, lessees, guests or contract purchasers provided that the use of the Common Areas and Common Facilities shall at all times be subject to these covenants and such reasonable rules and regulations as shall be adopted by the Association from time to time.

Section 3: Limitation on Easement. An Owner's right and easement of enjoyment in the Common Areas and Common Facilities as aforesaid shall not be exercised in any manner which substantially interferes with the purposes for which the Common Areas and Common Facilities are provided or with the right and easement of any other Owner with respect thereto and shall be subject to the following:

A. The right of the City of Gillette, Wyoming and any other governmental or quasi-governmental body having jurisdiction over the property to have access and rights of ingress and egress over and across any private drives, parking areas, walkways or open areas contained within the Property for the purpose of providing police and fire protection and providing any other governmental or municipal service;

B. The right of the Association to grant such utility and right-of-way easements as may be necessary or convenient to the Property and/or the development of any portion thereof;

C. The right of the Association to charge reasonable fees and assessments for maintenance of the Common Areas and Common Facilities as herein provided;

D. The right of the Association to adopt such reasonable rules and regulations as may be necessary to regulate and govern the Common Areas and Common Facilities.

Section 4: Maintenance of Common Areas and Common Facilities. The Association shall maintain and operate, or provide for the maintenance and operation of, the Common Areas and Common Facilities located thereon or related thereto and may reconstruct, repair or replace any improvements thereon and may assess each Owner for the Common Expenses of such maintenance, repair, replacement, and operation of the Common Areas and Common Facilities as herein provided. The cost of maintaining the Common Areas and Common facilities shall be paid by the Members according to the Member's Ownership Interest (as defined in Article III, Section 9).

Section 5: Maintenance of Off-Site Fire Access. The Association shall maintain the fire access area located on the eastern boundary of the Property which connects to Enzi Drive.

Section 5: Insurance. The Association shall acquire and maintain insurance against insurable hazards in amounts which reasonably protect the Association and Owners from loss and/or liability arising from hazards insured against, including any property owned or utilized by the Association in connection with the Common Areas and Common Facilities. Such insurance may include, but is not limited to, fire insurance, comprehensive liability insurance and workmen's compensation insurance. The face amount of the comprehensive liability insurance policy shall not be less than \$1,000,000 and may be partially covered by an umbrella policy. Premiums for insurance carried by the Association shall be a Common Expense included in the monthly assessments or charges made by the Association. The Association shall notify the Owners in writing of the type and amount of such insurance secured by it and shall immediately advise the Owners in writing of any changes made with respect thereto.

Section 6: Replacement or Repair of Property. Damaged or destroyed Common Areas and Common Facilities, or the property of the Association used in connection with the Common Areas

and Common Facilities, shall be repaired or replaced by the Association utilizing insurance proceeds therefor. In the event there is no insurance coverage or proceeds, or the insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a special assessment pursuant to this declaration to cover such costs.

#### ARTICLE IX

##### THE ASSOCIATION'S DUTIES

Section 1: Purpose. It is the desire of the Declarant to assure the high quality development and maintenance of the RC Ranch Business Park I in a uniform, integrated and professional manner. To further this purpose, the Association does hereby assume and shall be responsible for the performance of the functions and activities as follows:

- A. Removal of trash, rubbish and debris from the Common Areas;
- B. Snow removal from the Common Areas and from the sidewalks on any of the Lots adjacent to any city street which borders any of the Lots;
- C. Landscaping and lawn maintenance, including mowing, watering, pruning and control of weeds;
- D. Signage maintenance and lighting located within the Common Area;
- E. Maintenance of the off site fire access area on the eastern edge of the property which connects to Enzi Drive.
- F. Any additional services upon the Common Areas and Common Facilities as may be approved by the Association as hereinabove provided in Article VIII.

Section 2: Delegation of Management Duties. The Association shall have the right to utilize professional management in performing any of the duties it is responsible for or may impose upon itself under this Article. Any agreement entered into by the Association with an organization for the performance of any one (1) or more of the duties or functions of the Association shall be in writing and shall not have a term in excess of one (1) year, which may be renewable by agreement of the parties for successive one year periods. In addition, the Association shall have the right to employ independent contractors or such other employees or persons as it deems necessary to carry out the Association's responsibilities hereunder.

Section 4: Rights and Duties Reserved to Owners. Except as expressly set forth in this Article with respect to the Association's rights and duties and the performance of its obligations hereunder, each Owner of a Lot shall be responsible for the operation and maintenance of the Owner's building and improvements and the Association shall have no responsibility therefor. Each Owner, by acceptance of his deed of conveyance, does hereby accept his Lot or Lots subject to the rights and obligations of the Association to perform the functions and duties set forth herein, and each such Owner does hereby expressly agree not to undertake any activities which would

substantially interfere with the ability of the Association to maintain the Association's Common Facilities.

**ARTICLE X**  
**EASEMENTS**

Section 1: Recorded Easements. In addition to all easements and rights-of-way of record at or before the recording of this Declaration, the property and all portions thereof, shall be subject to the easements as shown on any recorded Plat affecting the property, or any portion thereof.

Section 2: Blanket Easement for Maintenance of Association's Improvements. There is hereby created a blanket easement upon, across, over, in and under all of the property for ingress, egress, installation, repair, replacement, maintenance and operation of the Association's improvements. Each Owner does hereby grant the Association, its agents, servants, employees and independent contractors, a blanket easement upon, across, over, in and under his, her or its Lot for the performance of the duties of the Association in connection with the maintenance and operation of the Association's improvements. Each Owner does hereby expressly covenant and agree to and with the Declarant and/or the Association to execute any and all documents reasonably necessary to evidence the within easement granted to the Association. Notwithstanding the foregoing, the Association shall not install or participate in the installation of any of the Association's improvements which would interfere with the construction or use of any building located or to be located upon a Lot.

Section 3: Easement Deemed Created. All conveyances of Lots hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article X, even though no specific reference to such easements or to this Article X appears in the instrument of such conveyance.

**ARTICLE XI**  
**GENERAL PROVISIONS**

Section 1: Remedies. In addition to the enforcement provisions set forth elsewhere in this Declaration, these covenants, conditions and restrictions may be enforced by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, for recovery of Assessments due or for such other and further relief as may be available. Such judicial proceeding may be prosecuted by the Association or an Owner. In the event such proceeding is prosecuted by the Association, the cost of such prosecution may be assessed as a Common Expense as herein provided. The failure to enforce or cause the abatement of any violation of this Declaration and these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within these Covenants.

In addition, violation of any such covenants, conditions, restrictions and reservations shall give the Association the right to enter upon the premises and remove, at the expense of the Owner thereof, any structure, thing or condition that may exist contrary to the provisions hereof. Every act, omission to act or condition which violates these Covenants shall constitute a nuisance and every

remedy available in law or equity for the abatement of private or public nuisances shall be available to the Owners and the Association. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, 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.

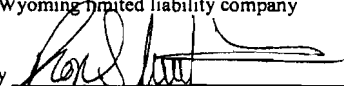
Section 2: Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3: Duration and Amendment. The covenants and restrictions of the Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Clerk and Recorder of the County of Campbell, State of Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated at the end of any such period by vote of the then Owners representing three-quarters (3/4) or more of the Lot Owners. This Declaration may be amended in whole or in part during the first twenty (20) year period by an instrument executed by the Owners of not less than fifty percent (50%) of the Lots. Any termination or amendment to this Declaration must be recorded in the Office of the Clerk and Recorder of Campbell County, Wyoming.

Section 4: Benefits and Burdens. The terms and provisions contained in this Declaration of Protective Covenants shall bind and insure to the benefit of the Declarant, the Owners of all Lots locate within the Property and their respective heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, this Declaration of Protective Covenants for RC Ranch Business Park I has been executed this 4 day of August, 2008.

**DECLARANT: S & S BUILDERS, LLC**  
a Wyoming limited liability company

By   
Ron Stoughton, Managing Member

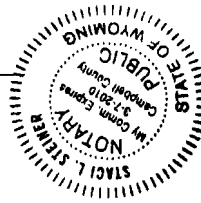
STATE OF WYOMING )  
  )SS  
COUNTY OF CAMPBELL )

On this 4 day of August 2008, before me personally appeared Ron Stoughton, to me personally known, who being by me duly sworn, did say that he is the Managing Member of RC Ranch Development, LLC, and that said instrument was signed and sealed on behalf of said company by its members and said acknowledged said instrument to be the free act and deed of said company.

Witness my hand and official seal.

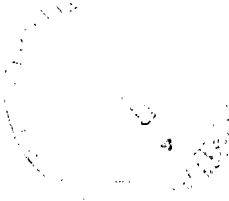
SEAL

*Stacy L. Steiner*  
Notary Public



My commission expires: 3-7-2010

RECORDED ✓  
ABSTRACTED ✓  
INDEXED ✓  
CHECKED ✓



915176 Recorded on 8/04/2008 at 2:48:38 Fee 47.00  
Book 2382 of PHOTOS Pages 193 to 206  
Susan F. Saunders, Campbell County Clerk by: A. BINDER

**AMENDMENT TO**  
**DECLARATION OF PROTECTIVE COVENANTS**  
**FOR**  
**RC RANCH BUSINESS PARK I**

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR RC RANCH BUSINESS PARK I is made by S&S Builders, LLC, a Wyoming limited liability company, "Declarant," for itself, its successors, grantees, and assigns this 27<sup>th</sup> day of December, 2017.

WHEREAS, the original DECLARATION OF PROTECTIVE COVENANTS FOR RC RANCH BUSINESS PARK I dated August 4, 2008 (the "Declaration") was recorded in the office of the Campbell County, Wyoming Clerk and Recorder at Book 2382 of Photos, Page 00193; and the AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR RC RANCH BUSINESS PARK I, dated October 16, 2009 was recorded in the office of the Campbell County, Wyoming Clerk and Recorder at Book 2485 of Photos, Page 00080; and the AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR RC RANCH BUSINESS PARK I, dated December 1, 2015 was recorded in the office of Campbell County, Wyoming Clerk and Recorder at Book 2997 of Photos, Page 190;

WHEREAS, the Declarant wishes to amend a portion of Article I, Property Description to incorporate the replat;

WHEREAS, the Declarant represents that this Amendment has been approved by the Owners of not less than fifty percent (50%) of the lots in the business park as required by Article XI, Section 3 of the Declaration.

NOW THEREFORE, Declarant hereby makes the following Amendment to the DECLARATION OF PROTECTIVE COVENANTS FOR RC RANCH BUSINESS PARK I:

1. **ARTICLE I: PROPERTY DESCRIPTION** is hereby amended to read as follows, with the amended language depicted by the underlined text:

Section 1: Declarant is the owner of the following real property (the "Property") located in The City of Gillette, Campbell County, Wyoming described as:

A replat of the resubdivision Lot 2, Block 1, RC Ranch Subdivision, Phase I, to the City of Gillette, in the NE ¼ of Section 4, Township 49 North, Range 72 West of the 6<sup>th</sup> P.M., Campbell County Wyoming

and depicted and described on the revised final plat recorded in the real estate records of Campbell County in Book of Plat Maps as Reception No. 1039923, Book 11 (Plats), Page No. 31-32 (hereinafter referred to as the "Plat").

2. **ARTICLE IV: USES, Section 1: Common Areas**. Is hereby amended to read as follows with the amended language depicted by underlined text:

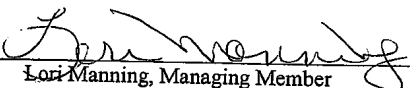
Tract A2 shall consist of Common Areas, including open space, parking lots, utility easements, setbacks, landscaping, buffering, storm water detention areas, and sidewalks and irrigation control building(s). No part of the Common Areas shall be used for the sale, storage or display of merchandise and no promotions shall be held in the Common Areas without prior written consent of the Association, which consent may be given or withheld in the Association's sole and absolute discretion.

3. Any and all references to Lot Numbers throughout the document shall be meant to be inclusive of any lot number followed by a letter (ie. 6a, 6b, 6c, 7a, 7b etc.).

4. In all other respects, the DECLARATION OF PROTECTIVE COVENANTS FOR RC RANCH BUSINESS PARK I shall remain unchanged and fully binding and enforceable according to its terms.

IN WITNESS WHEREOF, this AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR RC RANCH BUSINESS PARK I has been executed this 27th day of December, 2017.

**DECLARANT:**  
**S&S Builders, LLC**  
a Wyoming limited liability company

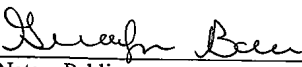
By   
Lori Manning, Managing Member

STATE OF WYOMING     )  
  )SS  
COUNTY OF CAMPBELL    )

On this 27<sup>th</sup> day of December, 2017, before me personally appeared Lori Manning, to me personally known, who being by me duly sworn, did say that she is the Managing Member of S & S Builders, LLC, and that said instrument was signed and sealed on behalf of said company by its members and said Lori Manning acknowledged said instrument to be the free act and deed of said company.

Witness my hand and official seal.



  
Notary Public

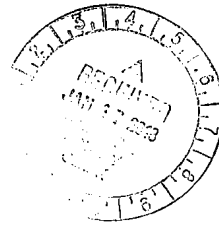
My commission expires: 8-24-20



Acknowledged and approved by:

**RC RANCH BUSINESS PARK I OWNERS' ASSOCIATION**

By *Lori Manning*  
Lori Manning, President



1039933 Recorded on 01/17/2018 at 04:30 Fee 18.00  
Book 3123 of PHOTOS Pages 41 to 43  
Susan F. Saunders, Campbell County Clerk by: L. GROSE

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED