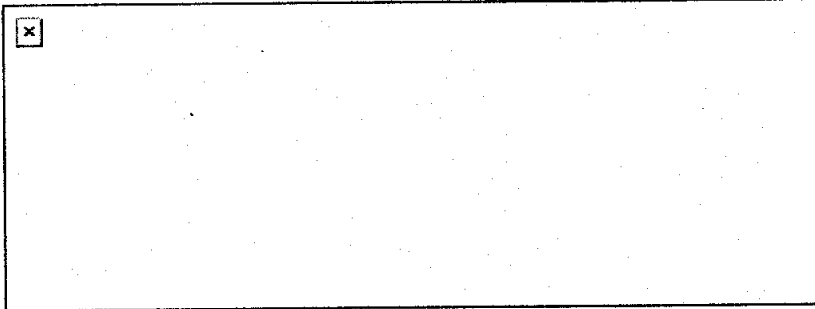


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**DECLARATION OF PROTECTIVE COVENANTS FOR RC RANCH SUBDIVISION PH II**

**CITY OF GILLETTE, CAMPBELL COUNTY, WY**

This declaration is made this day by RC Ranch Development, LLC a Wyoming Limited Liability Company, hereafter referred to as "Declarant."

The Declarant is the owner of all lands embraced in the subdivision known as RC Ranch Development, Phase II, to the City of Gillette, Campbell County, Wyoming which is platted and of record in the office of the County Clerk and Ex-Officio Register of Deeds of Campbell County, Wyoming. This plat is incorporated by reference in this declaration and is specifically made a part hereof in all respects, as if fully set out herein.

The Declarant intends to sell all of the lots of land contained in RC Ranch Phase II.

All of the lots of this subdivision shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations, and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitudes, and covenants (hereafter referred to as covenants). Each and every covenant is for the benefit of the entire subdivision and for the benefit of each owner of land herein. These covenants shall run with the land and inure and pass with this property and each and every lot herein. These covenants shall be binding on all owners of land in this subdivision and their successors in interest regardless of how that interest is acquired. This includes among others, adverse possessors, lessees, and purchasers at mortgage foreclosure sales. These covenants are imposed pursuant to a general plan for the improvement and benefit of the RC Ranch Phase II.

It is the intention of the Declarant that the lands located in this subdivision shall be developed and maintained as a highly desirable residential area.

These covenants are imposed upon the lands comprising the RC Ranch Phase II as an obligation or charge against the same for the benefit of each and every lot in the subdivision and the owner or owners thereof. Each and every owner of land in this subdivision shall have a right enforce these covenants which are imposed upon each and every lot in this subdivision.

**(1) Land Use and Building Type:**

**R1 Lots:**

All R-1 lots shall be used for single family residential purposes. No commercial usage of any kind shall be permitted on the R-1 lots. No building shall be erected, altered, placed or permitted to remain on any lot, other than one detached single family dwelling not to exceed two stories plus a walk out basement in height, a minimum of a two (2) car garage, and one storage shed of a permanent nature

**(2) Architectural Control.**

- Construction Plans containing exterior elevations, specifications and floor plans must be submitted to the Architectural Control Committee for written approval prior to construction.
- The entire front elevation of the home, including garage, shall be surfaced with brick, stone, stucco or a combination of these materials.
- No building, fence, wall or any other structure may be constructed, erected or placed on any lot until the plans and specifications have gained written approval by the Architectural Control Committee as to workmanship and materials, harmony of the exterior design with the existing structures and buildings and compliance with the covenants contained herein. No fences or walls shall be erected, placed or altered on any lot nearer to any street than the minimum setback line established by the City of Gillette.

**(3) Landscaping:**

Each front yard and side yard visible from a public street must be sodded or hydroseeded and landscaped to the rear of the structure. All rear yards not visible from a public street shall at a minimum be seeded by broadcast seeding. Three (3) trees which are acclimated to the Gillette, Wyoming area must be planted in the front or side yard of each lot. All of the requirements must be met within eight (8) months after the occupancy of the dwelling on each lot. All landscaping must be maintained on each lot.

**(4) Easements, Parks, Green Spaces and**

**Walkways:**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All dedicated public land (Parkways) shall be maintained by an outside entity. No fences are allowed to encroach on the public park lands. No fences shall be allowed to be constructed in any walkway easements so as to impede passage through these areas. Any vehicle, boat, trailer, shed, trash cans or any other items other than an authorized vehicle will be removed (at the owners' expense) if found in any of the public lands (parkways) located throughout the subdivision.

- (5) Nuisances:** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become a nuisance in the neighborhood. During construction, all contractors and owners shall be required to have adequate trash bins on the property. No trash shall

be allowed to remain on the surface of the lot. All trash shall be dumped into the trash containers on a daily basis. Should trash be allowed to lay on the surface of the lot, the owner of the property shall be fined one and one half (1 1/2 ) times the cost of having someone come out and clean up the area. All contractors shall have a portable toilet available on their property for use by all laborers working on the property. No surplus cement shall be allowed to be dumped on any land located in this subdivision. Fines will be in place for any owner of a lot who allows additional cement to be dumped on the land. No materials or dirt from one lot shall be placed on an adjoining lot without the approval of the adjacent lot owner. All City of Gillette Nuisance Ordinances shall apply to all lots and shall be enforced.

- (6) **Temporary Structures:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time at the residence either temporarily or permanently; provided however, during active construction of a dwelling on the property, a job or storage trailer and equipment may be on the lot as well as a temporary toilet unless otherwise permitted by the Architectural Control Committee.
- (7) **Signs:** No sign of any kind shall be displayed to public view on any lot except one sign of not more than six square feet advertising the property for sale or rent. A temporary sign during construction may be placed on the property indicating the contractor building the home, or a financial institution providing the financing for the construction of the property.
- (8) **Oil and Mining Operations:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any oil wells, tanks and tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or any other structure designed for use in boring of oil or natural gas shall be erected, maintained or permitted upon any lot.
- (9) **Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. All city and county rules and regulations shall apply to the containment of pets within the subdivision.
- (10) **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All equipment for the storage or disposal of such materials shall be maintained in a clean and sanitary condition. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. These rules and regulations apply not only to the permanent owner of the lot, but also to contractors, subcontractors of new construction. All fines and penalties as indicated in section seven (7) shall apply to failure to remove garbage and trash from the lot.
- (11) **Storage and Protective Screening:** No building material shall be stored on any lot except as needed during construction on the lot. All garbage cans and storage piles shall be kept screened so as to conceal them from the view of neighboring residences and streets in the subdivision.
- (12) **Sewer Services:** The purchaser of each lot is responsible for determining the location and elevation of the sewer service and determining how the location and the elevation of the sewer service will affect the type and location of the dwelling to be constructed on the lot.

- (13) **Construction:** All dwellings must be completed and ready for occupancy within thirty six months (36) months after the lot is purchased from the Declarant. All dwellings shall be "stick built". No mobile homes or enhanced manufactured homes will be allowed on any lot. All exterior materials will be wood, brick, stone, stucco, pre-finished aluminum siding, pre-finished steel siding or any combination thereof. All homes shall be earth-tone in color unless the architectural control committee grants a variance. All roofs shall consist of earth-tone asphalt, wood, shake or cement shingles to the extent permitted by the city of Gillette. White asphalt shingles are not allowed and will not be granted a variance.

Any person constructing a dwelling on a lot shall maintain in full force and effect a policy of builders risk insurance with such coverage as may be required by the City of Gillette for any contractor constructing a dwelling within the city limits.

Any damage done to sidewalks, streets, or curbs during the construction of the dwelling shall be the financial responsibility of the lot owner.

- (14) **Flues and Vents:** Unless otherwise approved by the Architectural control committee, all flues and vents shall exit the roof of a dwelling on the rear side of the roof rather than on the street side of the roof.
- (15) **Soil Analysis:** The purchaser of any lot in the subdivision shall be responsible for obtaining and reviewing soil reports relating to the lot and engaging geotechnical engineer to evaluate soil conditions. The developer will provide a soil report on each lot at the developer's cost. Any additional reports, reviewing or analyzing shall be the responsibility of the buyer and ultimately lot owner.
- (16) **Vehicles:** No recreational vehicles, boats, trailers campers or commercial trucks (other than pick-ups) shall be parked either on any street in the subdivision or on any lot in the subdivision except behind the building set-back lines

(17) **Architectural Control Committee:**

- (a) The declarant shall be the Architectural Control Committee or whomever he delegates this responsibility to, under this declaration of Covenants until such time as all of the lots in this subdivision have been sold and conveyed by the Declarant or until Declarant resigns as the Architectural Control Committee, whichever date occurs first. At the time all of the lots in the subdivision have been sold and conveyed by the Declarant or on the date the Declarant resigns as the Architectural Control Committee, whichever date occurs first, the owners of the lots in the subdivision shall elect an Architectural Control Committee consisting of five members and shall then replace the Declarant as the Architectural Control Committee under the provisions of these covenants.
- (b) The members of the elected committee must be owners of a lot in the subdivision. The five nominees receiving the most votes shall serve as members of the committee. Each lot shall be entitled to one vote in the election of members of the committee. Joint owners of a lot shall have only one vote, and if a person owns multiple lots, he shall have one vote for each lot he owns.
- (c) After Declarant is no longer the Architectural Control Committee, elections for the committee shall be held annually on the first day of February of each year at a meeting called for that purpose, or on such other date the committee may determine. At least twenty four (24) hours notice of the meeting shall be given by telephone or by mail to all lot owners by the committee. Upon the death or resignation of any member of the committee, the remaining members shall have the authority to designate a successor who shall remain on the committee until the next annual election.

- (d) Members of the committee shall elect a chairman who shall keep a written record of all proceedings and actions taken by the committee and who shall be responsible for all correspondence. Meetings of the committee may be called at any time by the chairman as required to transact any business, and the committee shall formulate its own rules and regulations for the calling of such meetings and the conduct of its business. The decisions of the committee shall be made by a majority vote.
- (e) Within fourteen (14) days after receiving a written request for approval of plans as provided herein, the Architectural Control Committee shall either approve or disapprove the request in writing. In the event the Architectural Control Committee fails to approve or disapprove in such period of time, approval will not be required and the related covenants shall be deemed to have been fully complied with. If the request for approval is rejected because of noncompliance with the covenants, the reasons therefore shall be stated. The person submitting the plan shall have a right to make application to the Architectural Control Committee for review of its decisions.
- (f) Upon written request, the Architectural Control Committee may, in its sole discretion, vary the limitations contained in the covenants when strict compliance with the covenants could result in a hardship on a lot owner, but only to the extent that the requested variance is consistent with the intent and purpose of the covenants which is to insure a subdivision that is aesthetically attractive and a highly desirable residential area. The Architectural Control Committee shall approve or disapprove the request for variance within forty-five (45) days of the receipt thereof. Failure of the Architectural Control Committee to approve or disapprove a request for a variance within forty-five (45) days shall not be deemed approval nor waive the requirement.
- (g) To the maximum extent permitted by law, Declarant shall have no liability to any person for any act or omission by Declarant (including negligent acts or omissions) in acting as the Architectural Control Committee.

**(18) Amendment:** These covenants may be amended by the Declarant at any time before the Declarant has sold eighty (80) percent of the lots in the subdivision. Once eighty (80) percent of the original lots in the subdivision have been sold and conveyed by the Declarant, these covenants may be amended or altered by the approval of a majority of the owners of eighty (80) percent of the original lots in the subdivision.

**(19) Miscellaneous:**

- a) These covenants are to run with the land and shall be binding upon all persons claiming under them for a period of twenty-five (25) years from the date of this declaration. These covenants shall be automatically extended for successive periods of ten years unless an instrument signed by eighty (80) percent of the then owners of the lots has been recorded, agreeing to repeal or amend these covenants.
- b) If anyone violates or attempts to violate any of these covenants the Architectural Control Committee or any owner of any lot in the subdivision may bring a suit against the person or persons violating or attempting to violate the covenant to prevent them from violating or attempting to violate the covenant or to recover damages for such violation, any person violating these covenants shall be liable for all costs incurred in prosecuting this suit including a reasonable attorney fee and for liquidated damages in the amount of \$50.00 per day until the violation is cured; provided however, Declarant shall under no circumstances be liable for costs incurred in prosecuting any suit against it or for attorney fees for liquidated damages.
- c) If the City of Gillette imposes any limitations on the use or development of these lots which is more restrictive than the restrictions imposed by these covenants, then the more restrictive limitations of the City of Gillette shall take precedence over these covenants.

d) Invalidation of any one of these covenants by judgment or court order shall in no way effect the validity of any of the other provisions of these covenants, which shall remain in full force and effect.

Dated this 1 day of MAY, 2007

RC Ranch Development, LLC

*Ronald S. Stoughton*

By:

Ronald S. Stoughton  
Registered Agent

RECEIVED  
MAY 10 2007  
CAMPBELL  
COUNTY  
CLERK

Attest: \_\_\_\_\_

Secretary

STATE OF WYOMING )

ss: )

COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me this 1st day of MAY <sup>2007</sup>/<sub>2006</sub>, by Ronald S. Stoughton, registered agent for RC Ranch Development, LLC

STATE OF WYOMING }  
Campbell County } ss.

Filed for record this 10th day of May A.D., 2007 at 4:10 o'clock A. M. and recorded in Book 2258  
of Photos on page 23-28 Fees \$ 23.00

*Susan Saunders*  
County Clerk and Ex-Officio Register of Deeds

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

By Deputy Linda Grose **891928**

Witness my hand and official seal

*Staci L. Steiner*

Notary Public

My Commission Expires: 3-7-2010

