

STATE OF WYOMING)
) ss:
COUNTY OF LARAMIE)

RIMROCK WEST, L.L.C.
a Wyoming limited liability company

To

756284

THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantor of all lands described below located in Campbell County, Wyoming as the same are more particularly described to-wit:

Rimrock Estates Subdivision, Phase I, First Filing, a subdivision of Gillette, Campbell County, Wyoming, as shown more specifically on that Plat filed with the Campbell County Clerk on the 17th day of December, 1998 at Plat Cabinet 6,

PAGE Number 190-191,

(hereinafter "subject property") do hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of uses to which the subject property may be put:

1. RESTRICTIVE USE. The subject property shall be known and described as residential lots and will be restricted by covenants contained in these Declarations. It is intended that the owners of such lots will have full enjoyment of the property, subject, however, to the covenants contained in these Declarations. It is the further intent of these covenants to protect and enhance the value, desirability and attractiveness of said property. Restrictions are kept to a minimum while keeping in focus the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger.

2. USE OF LOTS. From and after the date of this Declaration, no structure other than a private single family dwelling shall be permitted.

Modular, factory-built homes may be permitted if they meet all other requirements herein and those of the City of Gillette, Wyoming. Modular and/or factory built homes must be permanently affixed to a poured concrete or concrete block foundation which extends around the entire perimeter of the structure with a crawl space or basement and must have a pitched and shingled roof. All construction and/or factory-built modular homes shall be new and must comply

with all applicable building codes, zoning laws and the minimum building standards as set forth in this Declaration and as required by the ordinances of the City of Gillette, Wyoming. No structure shall be moved from any location outside the subject property onto any tract of the subject property without the specific, prior written approval of the Architectural Control Committee.

No commercial business activity other than a home occupation use in conformance with Paragraph 16 below, or any activity of a noxious or offensive nature may be conducted upon any tract of the subject property, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and disposed of at least weekly.

3. DWELLING QUALITY AND SIZE. All residential structures shall have a fully enclosed ground floor area devoted to living purposes exclusive of porches, terraces, and garage, of at least one thousand (1,000) square feet. Any dwelling of 1 1/2 or 2 stories shall have a minimum living area of one thousand (1,000) square feet above grade. The ground level shall be at least six hundred fifty (650) square feet. No building shall be erected or permitted to remain on any lot that is more than two stories in height. All structures shall be constructed with a continuous brick, masonry, concrete or comparable building material in the foundation.

All private approaches and driveways will be surfaced with asphalt or concrete paving materials.

4. COMPLIANCE WITH CITY OF GILLETTE ORDINANCES. Notwithstanding any of the provisions hereof, all structures constructed or placed upon any lot within this subdivision and all uses of any such structures and lots must comply with all applicable ordinances of the City of Gillette, Wyoming, including, without limitation, those which contain minimum set-back distances, fence size and location, traffic sight restrictions, nuisance, vehicle and recreational vehicle parking and storage, home occupations and animals.

5. SEWER SYSTEM. All structures shall be connected to the existing sewer system serving the subdivision. No septic systems shall be permitted.

6. WATER SUPPLY. No individual water supply system, by well or otherwise, shall be permitted on any lot. All residences shall be connected to the existing water system serving the subdivision.

7. FURTHER SUBDIVISION RESTRICTION. No lot of the subject property may be subdivided into smaller lots. Each lot in the final plat is numbered and there shall be no additional lots created by any method of subdivision or use.

8. TEMPORARY BUILDINGS. No structure of a temporary character, trailer, modular, basement, tent, shack or barracks, shall be used on the subject property as a family dwelling, either temporarily or permanently. This covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever the same have been on the premises an unreasonable length of time. No mobile home shall be converted to a permanent dwelling on the subject property.

9. CONSTRUCTION REQUIREMENTS. The exterior surface materials and roofing of any and all dwellings constructed on the subject property after the date of this Declaration shall be subject to approval by the Architectural Control Committee. Roofing material on all primary residential structures must be wood shingles or approved asphalt composition shingles or as otherwise may be approved in writing by the Committee. It is the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded.

10. LANDSCAPING. The first grantee of any tract within the subdivision shall be responsible for the installation and continued maintenance of landscaping upon such lot in at least the minimum amounts and quality set forth herein. Installation of all required landscaping shall be completed within one (1) year after completion of construction or installation of the primary residence. It is the intent of these covenants that landscaping be installed to enhance such lot, the adjoining tracts and the subdivision; to provide drainage and erosion control and to achieve a harmonious and integrated appearance of such lot with the adjoining lots and the subdivision.

All surface areas within the boundaries of all lots not otherwise occupied by structures, driveways, sidewalks, patios or roads shall be covered with native

ground cover or other grass of the owner's choice, trees, shrubs or other landscaping elements such as rocks, wood chips, bark and/or mulched or graveled material.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns which exist through the subdivision as a whole. Any proposed changes to the subdivision's natural or designed drainage patterns must be shown on any lot owner's application for approval of construction and must include a complete written definition of all proposed drainage changes. Any and all damage to the soil and vegetation during construction shall be restored to its natural condition within one (1) year following completion of the construction.

11. FENCES. Fencing of any lot along a lot line adjacent to a public roadway shall be of a material which will not detract from the harmony of the external design of the structures upon such lot. A plan for any and all boundary fencing to be constructed subsequent to the time of the filing of these covenants shall be submitted to the Committee for approval pursuant to Paragraph 14 below. Although split rail and western rail fencing is preferable, other types of fencing may be acceptable, however barbed wire or woven wire and steel "T-posts" shall not be permitted.

12. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee for the subject property is hereby constituted. This committee is composed of Steven R. Shwen and Roy S. Troyer, or their successors as provided for herein. All notices to the Committee required herein shall be sent to "Rimrock Estates, Phase I, 1st Filing Architectural Control Committee, c/o Roy S. Troyer, 1124 Dunn Avenue, Cheyenne, WY 82001." The committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or resignation of any member, the remaining member shall have full authority to

designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation of any kind for services performed pursuant to this covenant.

14. PRIOR COMMITTEE APPROVAL REQUIRED. No building shall be erected or installed upon any lot within the subject property from and after the date of this Declaration until approval of the construction plans and specifications and a site plan showing the location of the structure(s) has been granted by the Architectural Control Committee. Application for approval is to be made by written notice of intent to construct which shall include the construction plans and specifications and a site plan which must be delivered to the Architectural Control Committee at the above address. The Committee or its representative shall issue a Receipt of such notice and plans noting the day and time of such delivery. The Committee shall consider each such application as to quality of workmanship and materials described, conformance with this Declaration and harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with respect to topography and finish grade elevations. The Committee shall advise the applicant in writing of its approval or disapproval within 30 days of receipt of the application. In the event that the Committee disapproves any submitted application, it shall inform the applicant, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such application and/or plans to secure approval.

In the event the Committee or its designated representative fails to approve or disapprove any such application and plans so submitted within 30 days after receipt by the Committee or if a suit to enjoin any non-approved construction is not initiated within sixty (60) days following the completion of the pouring of footers and/or other permanent and visible construction elements, Committee approval will not be required and this particular related covenant shall be deemed to have been fully complied with.

The Architectural Control Committee may, in its absolute discretion, grant a variance from the setback requirements of these covenants to any lot owner who requests a variance and who can demonstrate the need therefore based upon unusual lot size or shape, drainage, topography or other site conditions or circumstances. Requests for variances not based on unusual lot size or shape, drainage, topography or other site conditions must be submitted in writing to the Architectural Control Committee and must include a detailed description of the variance requested and the reasons for such request. The Architectural Control Committee shall solicit comments regarding such request from the owners of the properties immediately adjoining the subject property (not considering any streets)

and, after considering such comments may, in its absolute discretion, approve or deny such request. A denial of a request shall be made in writing and shall state the reasons therefore. The granting of any such variance by the Architectural Control Committee shall be contingent upon the granting of all necessary approvals and/or variances by the Governing Body of the City of Gillette, Wyoming.

In the event that any construction is commenced upon any lot within the Subject property without having first secured Committee approval, the Committee or any owner of a lot within the subdivision may institute an action to enjoin such construction until Committee approval has been granted. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees and costs of such action.

The Committee 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 provision, or any provision in this Declaration. Any approval or permission granted by the Committee 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 Committee shall not in any way be construed to mean acceptance of any submission to any private or governmental agency.

15. PETS. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. Dogs will be under the control of the owner at all times and will not be allowed to run free off the owner's lot.

16. HOME OCCUPATIONS. Home occupations are permitted, however, nothing in this section shall be construed to relieve any person from compliance with any and all applicable City of Gillette zoning regulations. The applicant shall be responsible to determine which regulations govern applicant's intended and actual home occupation use and shall be responsible for complying with those regulations.

In addition, all home occupation uses shall be in compliance with the following restrictions:

(A) Any alterations and/or construction to accommodate the home occupation use shall be approved by the Architectural Control Committee. The external character and appearance of the building shall be consistent with these covenants.

(B) There shall be no offensive noises, vibration, smoke, dust, odors, heat or glare resulting from such home occupation use.

(C) No materials, goods, supplies or equipment related to the home occupation use shall be stored or displayed outside of any structure located on the property.

(D) One (1) unlighted sign, compatible with the residence and neighborhood, not over 18 inches by 24 inches shall be permitted provided it is attached flat against the structure or window.

(E) There shall be only incidental sale of stocks, supplies or products, except those made or produced on the premises, however, catalogue sales are permitted.

(F) Employees working on the site of the home occupation shall be bona-fide, full-time residents of the principal residence of the lot only.

17. SIGNS. No sign of any kind shall be displayed to the public view on the subject property after the date of this Declaration except one sign of not more than five (5) square feet advertising a tract for sale or rent or a sign used by a builder to advertise the property during the construction and initial sales period.

18. VEHICLES. Vehicles which are not in running condition or are in a state of disrepair shall not be parked anywhere on the subject property more than 72 hours at any one time or as a repeated practice. No vehicles, trailers, or vehicular equipment shall be habitually parked along any of the public roadways adjacent to on the subject property. Owners of camp trailers, horse trailers, boats and boat trailers and trucks larger than general use pickups shall attempt to park such vehicles away from the general view of adjacent landowners and away from the roadway side of any house.

19. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. 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.

20. RADIO AND TV ANTENNAS. Each lot in the subdivision shall be limited to not more than one (1) television antenna, tower or satellite dish and not more than one (1) radio antenna or tower. No tract owner shall cause or permit any radio or television equipment on his or her lot to cause interference with the radio or television signals or reception of any other tract owner.

21. BINDING EFFECT; EXTENSION; AMENDMENT. This Declaration and all restrictions set forth herein run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time, by an instrument signed by at least two-thirds (2/3) of the then owners of the lots agreeing to amend this Declaration in whole or in part and recorded upon the deed records of the Clerk of Campbell County, Wyoming. Any such amendment shall only bind those lots owned by those persons who actually sign the amendment from and after the date of filing of such amendment.

22. ENFORCEMENT. This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the Grantor, its successors and assigns, or by any legal or equitable owner of a lot on the subject property 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, or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees required of the Committee or owner in the proceedings either to enjoin violation or for the recovery of the damages. 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 this Declaration. The Architectural Control Committee is in no way responsible for enforcement of the restrictions in this Declaration.

23. SEVERABILITY: Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 9 day of Dec, 1999.

RIMROCK WEST, L.L.C., a Wyoming limited liability company, GRANTOR
By:

Roy S Troyer
Roy S. Troyer, Managing Member

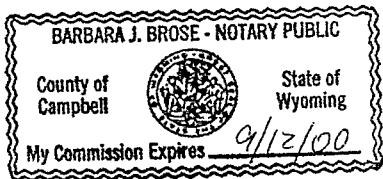
STATE OF WYOMING)
 Campbell)ss.
COUNTY OF ~~LARAMIE~~)

The foregoing Declaration was acknowledged before me by Roy S. Troyer, known to me to be the managing member of RIMROCK WEST, L.L.C., a Wyoming limited liability company, this 9th day of December, 1999.

Witness my hand and official seal.

Barbara J Brose
Notary Public

My Commission Expires: 9/12/00



STATE OF WYOMING }
Campbell County } ss.

Filed for record this 17th day of December A.D., 1999 at 3:04 o'clock P.M. and recorded in Book 1578 of Photos on page 107-115 Fees \$ 22.00

Susan Gunders
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED ✓

By [Signature]
Deputy [Signature]

Rimrock Estates Subdivision
Phase I, 1st Filing
Declaration of Protective Covenants

