

STATE OF WYOMING)
) §
 COUNTY OF CAMPBELL)

TO THE PUBLIC:

949708

**DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS
 FOR
 ROZET RANCHETTES**

PHASE II

THIS DECLARATION is made on the day hereinafter set forth by Rozet Ranchettes, LLC, a Wyoming limited liability company, as the legal owner of the property situated in Campbell County, Wyoming, described herein. Seventy-five percent (75%) or more of the tract owners within Rozet Ranchettes, Phase II, have voted to approve this amendment.

**ARTICLE I
 DEFINITIONS**

1. The "Declarant" shall mean Rozet Ranchettes, LLC.
2. The "Land" shall mean the following described real property located in Campbell County, Wyoming:

See attached Exhibit "A".

The Land is also collectively referred to as the "Rozet Ranchettes."

3. "Tract or Tracts" shall mean any parcel or parcels of real estate contained within the Land.
4. The "District" shall mean the Rozet Ranchettes Improvement and Service District, a Wyoming improvement and service district formed pursuant to W.S. §18-12-101, et. seq.
5. The "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title in any Tract which is part of the property, including contract sellers, but excluding any of those having an interest merely as security for the performance of an obligation. An Owner may own more than one Tract which is part of the property. Any Owner owning more than one Tract shall have individual rights and obligations under these Covenants with regard to each Tract owned.

6. "Covenants" or "Declaration" shall mean the Declaration of Covenants, Conditions and Restriction For Rozet Ranchettes contained in this document.

7. "Mobile home" and "trailer house" shall mean a transportable home connected permanently to a chassis which allows the home to be transported.

ARTICLE II PURPOSE

This Declaration is established in order to provide a general plan for the improvement and development of the Land. The Declarants desire to subject the Land, and any subdivisions thereof, to certain conditions, covenants and restrictions.

NOW THEREFORE, the Declarants hereby declare all of the Land shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Land and be binding on all parties having any right, title or interest in the above-described Land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE III ROZET RANCHETTES IMPROVEMENT AND SERVICE DISTRICT

Declarant has formed the Rozet Ranchettes Improvement and Service District pursuant to W.S. §18-12-101 et. seq. The roadway easements located within the Land are subject to the District. All maintenance and repairs to the roadway easements located within the Rozet Ranchettes shall be the mutual responsibility of all Tract Owners and shall be paid by each Tract Owner as assessed by the District. Should the Tract Owner not pay his/her share of any assessment, then the District shall have a lien against the Tract in addition to the statutory lien as provided for in W.S. §18-12-119, and any amendment thereof in addition to any remedies provided for in this declaration.

The central water system and utility easements located within the Land are also subject to the District. All maintenance and repairs to the water system and utility easements located within the Rozet Ranchettes shall be the mutual responsibility of all Tract Owners and shall be paid by each Tract Owner as assessed by the District. Should the Tract Owner not pay his/her share of any assessment, then the District shall have a lien against the Tract in addition to the statutory lien as provided for in W.S. §18-12-119, and any amendment thereof in addition to any remedies provided for in this declaration.

ARTICLE IV MINIMUM SETBACK REQUIREMENTS

Each structure on a Tract shall have a fifty (50) foot minimum setback distance measured from any Tract boundary line to the nearest wall of a structure.

**ARTICLE V
LANDSCAPE DEVELOPMENT**

All Tracts disturbed by construction shall be reclaimed with ground cover consistent with the topography of the surrounding area in a manner to avoid erosion.

**ARTICLE VI
VEHICLES**

No vehicles, trailers or any vehicular equipment shall be parked along any of the dedicated easements located within the Land. Storage or long-term use of said vehicles or trailers outside of an approved outbuilding is not permitted. Unlicensed, unused, stripped down, partially wrecked, immobile or inoperative vehicles must be parked in approved outbuildings. Truck-tractors and/or semi trailers and/or commercial two-axle vehicles, which are twenty (20) feet in length or greater, are not permitted to park anywhere within the Land unless the vehicle or trailer is used in the homeowner's primary occupation. In that instance, no more than one Truck-tractor and/or semi trailer may be parked on any Tract.

**ARTICLE VII
SANITARY SYSTEMS**

All septic tanks or other sewage disposal systems must be designed, located and constructed in accordance with the regulations, requirements and standards of the Wyoming Department of Environmental Quality and any other State or County agency having jurisdiction over the Land.

**ARTICLE VIII
WATER USE**

Water from the central water system shall be used exclusively for the properties within the District for ordinary residential use, subject to the restrictions contained herein. No wash bay, commercial use or use which significantly increases water usage shall be allowed without the written consent of the Declarant. No more than four (4) outside water faucets shall be installed on any home. Owner shall not irrigate more than one acre, and will not maintain more than one (1) five hundred (500) gallon stock water tank, from the central water system.

**ARTICLE IX
PROHIBITION AGAINST NOXIOUS ACTIVITY ON TRACTS**

No noxious activity shall be permitted on any Tract which is a nuisance to adjoining Tracts or which could foreseeably become a nuisance to adjoining Tracts. Overgrazing, or using the property in such a manner that creates or permits erosion or other waste, shall be considered a nuisance.

**ARTICLE X
AESTHETIC MAINTENANCE**

All property shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the Land.

**ARTICLE XI
TEMPORARY AND GUEST QUARTERS**

With the exception of a motor home or travel trailer as allowed in this Article, no structure of a temporary character, such as a mobile home, basement, tent, shack, garage or other building, shall be used on any Tract at any time as a residence, either temporarily or permanently. However:

- (a) An Owner or Owner's guest may locate or live in a motor home or travel trailer on a Tract for up to three separate ten-day periods per calendar year provided that the motor home or travel trailer is removed from the Tract for at least ten days between the periods of location and occupancy.
- (b) An Owner may locate and live in a motor home or travel trailer on his or her Tract for a period not to exceed eighteen (18) months during the term of actual construction of the permanent dwelling upon the Tract. The motor home or travel trailer shall be promptly removed or stored after completion of the permanent residence pursuant to these Covenants.

**ARTICLE XII
OWNER LIABLE FOR LESSEE**

Any Owner who leases or otherwise transfers any interest in a Tract shall be responsible for assuring compliance by the Lessee or assigned interest holder with all provisions of these Covenants and any assessments by the District. The Owner shall be jointly and severally responsible with the Lessee for any such violations.

**ARTICLE XIII
TELEPHONE, ELECTRICAL AND UTILITY WIRES**

All telephone, electrical and other utility wires and/or cables must be placed underground from the trunk lines to each residence.

**ARTICLE XIV
FENCES**

Any fences constructed on a Tract shall be rail or other suitable open wood construction or

smooth wire, barbed wire or steel/wood gate construction.

ARTICLE XV SIGNS

The Declarant may place a sign at each entrance to the Land advertising the name of Rozet Ranchettes. No other signs are permissible except for "For Sale", "For Rent", and "Private Driveway" name signs.

ARTICLE XVI BUILDING PLANS AND APPROVAL

Until such time as seventy-five per cent (75%) of the Tracts have been sold, the Declarant shall have the authority and responsibility for approving or disapproving of proposed construction and location plans to determine compliance with these Covenants. The Declarant may resign from this responsibility by delegating the same to the Board of Directors of the District in writing. If the stated percentage of Tracts have not been sold the Declarant may withdraw its resignation at any time by writing to the Board of Directors.

Upon the sale of seventy-five per cent (75%) of the Tracts, the Board of Directors of the District is charged with the authority and responsibility for approving or disapproving proposed construction and location plans to determine compliance with these Covenants. The Board of Directors may delegate all or a portion of its oversight responsibilities to an Architectural Control Committee consisting of three or more Owners.

No building shall be erected, placed or altered on any residential Tract until the construction plans, specifications and a plan showing the location of the structure have been approved in writing by the Declarant, a majority of the Board of Directors or Architectural Control Committee. In the event the Board of Directors or Architectural Control Committee fails to take action of either approval or disapproval of the plans and specifications within thirty (30) days after the plans and specifications have been submitted to the Board of Directors or Architectural Control Committee, the plans shall be deemed to have been approved.

ARTICLE XVII CONSTRUCTION REQUIREMENTS AND ARCHITECTURAL REVIEW

1. Objective. Declarant's objections are 1) to carry out the general purposes expressed in this Declaration; 2) to assure that any improvements or changes in the properties will be good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and, 3) to assure that materials or workmanship of all improvements are of high quality and comparable to other improvements in the area.

All structures shall be constructed in accordance with applicable Campbell County building codes and with more restrictive standards that may be required by the Committee.

EXHIBIT A

A tract of land located in the S1/2SE1/4 Section 27, the N1/2NE1/4 Section 34, and the NW1/4NW1/4 Section 35, T50N, R70W, 6th PM, Campbell County, Wyoming, and more particularly described as follows:

BEGINNING at the S1/4 corner of said Section 27;

Thence N82°37'24"E, 722.08 feet to a point;

Thence S41°57'52"E, 89.73 feet to a point;

Thence S90°00'00"E, 730.00 feet to a point;

Thence N00°00'00"W, 230.36 feet to a point;

Thence N89°32'57"E, 965.09 feet to a point;

Thence S00°16'26"E, 297.42 feet to a point;

Thence N89°43'34"E, 730.00 feet to a point;

Thence S23°03'50"E, 156.05 feet to a point;

Thence N89°32'57"E, 728.76 feet to a point;

Thence S00°09'06"E, 1120.71 feet to a point, said point being the NW1/16 corner of Section 35;

Thence N89°56'35"W, 1338.09 feet to a point, said point being the N1/16 corner between Sections 34 and 35;

Thence S88°16'33"W, 2654.24 feet to a point, said point being the N1/16 corner of Section 34;

Thence N00°10'47"W, 1367.08 feet to the POINT OF BEGINNING.

Said tract of land contains 123.92 acres, more or less.



949708 Recorded on 11/08/2010 at 4.28.00 Fee 44.00
Book 2580 of PHOTOS Pages 413 to 425
Susan F. Saunders, Campbell County Clerk by: R. JORGENSEN

RECORDED
ABSTRACTED ✓
INDEXED
CHECKED ✓