

**RTFO PROPERTIES SUBDIVISION COVENANTS,
CONDITIONS AND RESTRICTIONS**

The Declarant, for each lot or tract owned within the boundaries of the following described commercial properties (Lots 1A, 1B, and 1C RTFO Subdivision), hereby covenant, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to abide by the Covenants, Conditions and Restrictions contained in this Document (Covenants).

Section 1: Plat of Subdivision: The plat of the subdivision is incorporated by reference and made a part of the Covenants.

Section 2 - Purpose of Covenants: The lots within the subdivision are subject to the provisions of the Covenants. The provisions of the Covenants are to insure, among other matters, that the lands subject to the Covenants will be developed and maintained as a commercial area. The Covenants shall be binding on all owners, their transferees, heirs and assigns and shall run with the land. The Covenants are imposed for the benefit of each and every lot in the Subdivision. Each and every owner shall have the right to enforce the Covenants. Lot owners are expected to cooperate with each other when development of the lots are being considered, especially for drainage, retention channels or ponds.

Section 3 – Subdivision: No lot in the Subdivision may be divided or subdivided.

Section 4 - Nuisances: No noxious or offensive activity shall be carried on upon any lot nor shall any activities be conducted which may become a nuisance to other commercial lot owners. During construction, all contractors and/or owners shall be required to have adequate trash bins on the property. No trash or construction debris shall be placed on the surface of the lot. The lots are to be cleaned up on a daily basis. All contractors will be required to have toilet facilities on the lot for use by all laborers working on the property. No surplus cement shall be dumped on the lot or any land located within the subdivision. Failure to abide by this covenant will result in the lot owner having to pay for all costs of trash or construction debris removal other required remediation and attorney fees and costs related to the collection of the amount owing. No building materials shall be stored on the property except as need during construction.

Section 5 – Garbage and Refusal Disposal: No lot shall be used as a dumping ground for rubbish, trash, garbage or other waste. Each lot owner shall be responsible for arranging for private pick-up and removal of garbage, rubbish, trash or other waste. All containers designated for storage or disposal of these materials shall be maintained in a clean and sanitary condition and shall be screened from view of neighboring commercial lots. All trash, rubbish, garbage and other waste shall be removed from the lot at least weekly.

Section 6—Sewer: All septic tanks or other sewage disposal systems must be designed, located and constructed in accordance with all applicable statutes, regulations, and other requirements of the governing authorities and the developer of the lots.

Section 7 – Water Drainage: Each lot owner shall be responsible for ensuring that water drainage is continuous to the portion of the lot that adjoins roadways bordering the lot. All culverts are to be constructed in accordance with the applicable County regulations.

Culverts or drainage facilities on an individual lot shall be the responsibility of the lot owner. Per Campbell County Subdivision Regulations Section 7.5(f)(ii) culverts shall be a minimum of 12 inches in diameter. Individual property owners will be responsible for installation and maintenance of access improvements. Culverts may be required for any approaches from the public roads. Lot owners will need to review applicable zoning regulations and contact the Campbell County Public Works office for specific requirements relating to culvert size and other requirements. Alternate drainage solutions must be designed by a licensed professional engineer and approved by the Campbell County Public Works office in its sole discretion. Individual owners are responsible for the installation and maintenance of culverts.

Specific areas of the subdivision have been identified as drainage easements and are critical to the development's compliance with county regulations. Improvements made on any lot with a drainage easement shall be designed to prevent changes to high water line and flooding of adjacent properties during peak storm flows.

Improvements made on any lot that changes the flow path or impoundment of storm or ground water from its configuration at the time of platting shall require the lot owner to retain the services of a Licensed Engineer for presentation of plans and approval of a permit by the County Public Works Department.

Lot owners are responsible for the correct installation of all culverts, including those that cross drainage ditches under new driveways.

Section 8 – Utility Access: Lot owners will allow utility access for the reading of meters or other measuring devices, installation or maintenance of utilities to the property or any adjoining property. A tap fee of \$2,000/tap must be paid prior to connecting to the water well system.

Section 9 - Types of Commercial Activities Permitted on the Lots/Lot Development: All lawful commercial activities shall be permitted on the Lots, excepting wrecking services, salvage yards or junk car lots and livestock operations.

There is to be approval from RTFO Properties, LLC or its successor, as to the type of development within the subdivision. Site plans are required at time of development for Lots 1A and 1B. Contours must be provided to verify elevation of septic. The elevation of the septic/leach field must be at least 2 feet above the drainage easement/waterway.

Section 10 - Amendment of Covenants: These covenants may be amended by a vote of the lot owners when one hundred per cent (100%) of the land owners agree to the amendment(s).

Section 11 - Enforcement: The lot owners shall have the right to enforce, by any proceeding of law or equity, all covenants now or hereinafter imposed by the provisions of this declaration or the Declaration of Covenants, Conditions and Restrictions. Failure by the lot owner to enforce any covenant herein contained or contained within the Declaration of Covenants, Conditions and Restrictions shall in no event be deemed a waiver by the owner(s) from enforcing any subsequent covenant violation.

Section 12 - Attorney Fees: Any expense reasonably incurred in collection and/or enforcing any of the above covenants, which shall include reasonable attorney’s fees and costs incurred by the other lot owner(s), shall be assessed against the lot owner who has violated the covenants.

Section 13 - Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand this 27 day of October, 2020.

DECLARANT: RTFO Properties, LLC

BY: Charles W Reynolds
Charles W. Reynolds, Sole Owner and Manager

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing RTFO Properties Subdivision Covenants, Conditions and Restrictions was acknowledged before me by Charles W. Reynolds, Sole Owner and Manager of RTFO Properties, LLC, this 27 day of October, 2020.

Witness our hands and official seal.



Theresa J Shannon
Notary Public

My Commission Expires: 11-14-2021