



CERTIFICATION OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF LOTS 32 AND 33, RED CANYON RETREAT, COMMUNING BY 2 AND 2 LOTS AS SHOWN HEREOF AND DESIGNATED THE SAME AS REPLAT OF LOTS 32 AND 33, RED CANYON RETREAT IN THE COUNTY OF FREMONT, STATE OF WYOMING, ARE DO HEREBY GRANT FOR PUBLIC USE THE UTILITY AND ROADWAY RIGHTS AND EASEMENTS AND INTERESTS AND EASEMENTS SUBJECT TO ANY PROVISIONS HEREON WHICH MAY BE FILED AND RECORDED FOR RED CANYON RETREAT.

EXECUTED THIS 5th DAY OF March, 2002.

DAVID L. BOOTH *David L. Booth*  
DONNA L. BOOTH *Donna L. Booth*

STATE OF WYOMING )  
COUNTY OF FREMONT ) SS  
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF March, 2002.

WITNESS MY HAND AND OFFICIAL SEAL:  
MY COMMISSION EXPIRES February 23, 2013

*Lydia L. Linn*  
NOTARY PUBLIC

COUNTY COMMISSIONERS CERTIFICATE

THIS PLAT IS HEREBY APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF FREMONT COUNTY, WYOMING, THIS DAY OF March, 2002, FOR PLACING WITHIN THE PUBLIC HIGHWAY SYSTEM SUBJECT TO THE PROVISIONS THAT APPROVAL IN NO WAY OBLIGATES FREMONT COUNTY FOR FINANCING OF CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF EXISTING OR DEDICATED TO THE PUBLIC EXCEPT AS MAY BE PROVIDED BY THE BOARD OF COUNTY COMMISSIONERS. THE BOARD OF COUNTY COMMISSIONERS HAS DELEGATED FREMONT COUNTY FOR MAINTENANCE OF STREETS WHICH ARE NOT DEDICATED TO THE PUBLIC. ALL IMPROVEMENTS SHALL HAVE BEEN COMPLETED TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS AND ACCEPTED BY PROPER RESOLUTION.

DATED THIS 5th DAY OF March, 2002  
*George Pappas*  
Chairman

Witness my hand and seal of the County of Fremont this 5th day of March, 2002.

*William D. Hill*  
Clerk of the County

PLANNING COMMISSION CERTIFICATE

THIS PLAT APPROVED BY THE FREMONT COUNTY PLANNING COMMISSION THIS 28th DAY OF March, 2002.

*Mark C. Campbell*  
Chairman

CERTIFICATE OF SUPERVISOR

STATE OF WYOMING )  
COUNTY OF FREMONT ) SS

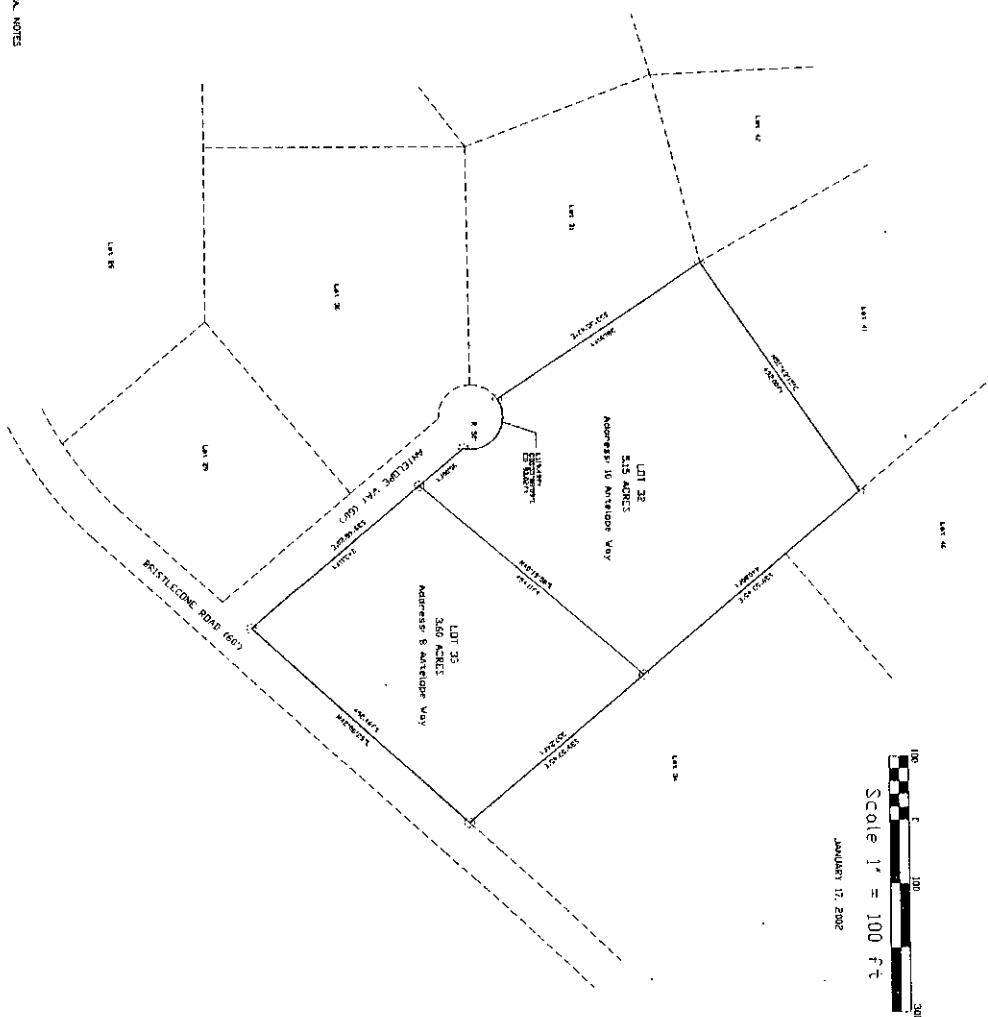
THAT JOHN E. HART, A DULY LICENSED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS IS A TRUE, CORRECT AND COMPLETE PLAT OF REPLAT OF LOTS 32 AND 33, RED CANYON RETREAT, COMMUNING BY 2 AND 2 LOTS AS SHOWN HEREOF AND DESIGNATED THE SAME AS REPLAT OF LOTS 32 AND 33, RED CANYON RETREAT IN THE COUNTY OF FREMONT, STATE OF WYOMING, AND THAT SAID PLAT CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS AS THE SAME ARE STATED UPON THE GROUND IN COMPLIANCE WITH FREMONT COUNTY REGULATIONS GOVERNING THE SUBDIVISION OF LANDS.



CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER THIS 5th DAY OF March, 2002, IN FREMONT COUNTY, WYOMING, BOOK 12345, PAGE 12345.

*Lydia L. Linn*  
Clerk and Recorder



- GENERAL NOTES
1. THE PUBLIC MAINTENANCE OF STREETS OR ROADS, ROADWAYS SHOWN ARE ALSO DESIGNATED AS PUD EQUIPMENT.
  2. NO PROPOSED PUBLIC SEWER DISPOSAL SYSTEM.
  3. NO PROPOSED DOMESTIC WATER SOURCE.
  4. THAT THE BOARD DOES NOT RECORDED ANY RIGHTS WATER RIGHT, YOU SHALL HAVE NO RIGHT TO PERCOLATION WATER FLOWING PAST OR THROUGH THE SUBDIVISION OTHER THAN THAT WHICH IS SPECIFICALLY ADVERTISED ON THIS PLAT AND SHALL BE SUBJECT TO THE STATE COMMISSIONER'S OFFICE OF THE STATE BOARD OF CONTROL.

REPLAT OF LOTS 32 AND 33,  
RED CANYON RETREAT  
LOCATED IN SECTION 33 AND THE NE1/4NE1/4 OF SECTION 32, TOWNSHIP 32 NORTH, RANGE 99 WEST, 6TH P.M., FREMONT COUNTY, WYOMING.





## DECLARATION OF PROTECTIVE COVENANTS

WYOTAH LAND CO., of Lander, Fremont County, hereinafter referred to as the SUBDIVIDER.

## TO THE PUBLIC:

Declaration of Restrictions on RED CANYON RETREAT SUBDIVISION more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

## PURPOSE:

The SUBDIVIDER desiring to preserve the inherent aesthetic beauty of the real property herein subdivided along with the natural beauty of the surrounding and adjoining real property. And desiring to emply good land use in order to restrict over-development, does hereby make the following declarations as to limitations, restrictions and uses to which the land covered by this declaration may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners thereof, this declaration of restrictions being created for the purpose of keeping and maintaining the use and development of the land desirable, uniform and suitable in aesthetic and architectural design.

1. SIZE OF TRACTS: No tract shall be subdivided or conveyed in any manner in an acreage less than its original subdivided plat size as filed in the office of the County Clerk, Fremont County, Wyoming, considering, however, minor deviations occasioned by easements or similar factors, it being the intent of the SUBDIVIDER that said area shall retain the beauty, by avoiding overcrowding. Any two tracts, however, may be combined but in no event shall said combination of tracts operate to violate the limitation contained in this paragraph.

2. SEWAGE DISPOSAL: Self-contained sewage disposal and leach field systems shall be used to prevent pollution of the water, both surface and subsurface. In all events, where existing engineering and plumbing technology dictate that any system, to be economically

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 11 o'clock AM James A. Farthing  
 County Clerk

feasible, must require subsurface discharge of raw sewage, or other undesirable effluents, then such discharge shall in no case be made within 100 feet of any property line of an adjacent property owner or within 200 feet of any known existing surface or subsurface water drainage system. In all cases, any sewage disposal system shall be designed and installed with reasonable consideration of and regard for downstream and downslope occupants, and in conformance with all existing governmental regulations.

3. LIVESTOCK: Any livestock kept on the premises shall be done in such a manner as to not create a nuisance. Provided, however, that in no event shall any one original tract contain more than one head of horses or the equivalent animal units of any other type of livestock per acre at any one time. Domestic pets may be kept on the premises but shall be restrained so as not to become a nuisance to others. Further provided said property shall not be used solely as a holding pasture for livestock.

4. NUISANCE: There shall not be erected on any part of the property herein conveyed any building in which there shall be carried on any business offensive, noxious or detrimental to the use of the land in the vicinity of said lots for private residences nor shall said land be used for any purpose which might or could create a nuisance.

5. COMMERCIAL OR BUSINESS USES: At no time shall the above described property be developed or subdivided for commercial use. This restriction being placed solely for the purpose of establishing the use of the area as primarily for single family dwellings.

6. MOBILE HOMES AND VEHICLES: No mobile homes, trailer or motor home shall be placed on said premises for a family dwelling. Unoccupied campers and camp trailers may be stored upon the land so long as owned by the land owner. No unlicensed or inoperable motor vehicle shall be stored or parked upon the land. Definition of mobile home shall be any modular or mobile home designed to be transported upon public way, including double wide or single unit.

7. HUNTING: In order to maintain the natural wildlife population

in the area, there shall not be allowed any hunting; said hunting may take place on adjacent public lands.

8. USE: The use of the premises shall be for single family dwellings and no more than one residential unit with outbuildings shall be located on any one tract. Subject further to the limitations of size of tracts contained in paragraph 1 of this declaration.

9. BUILDING RESTRICTIONS: All family dwellings placed on said property shall employ good architectural design and practices and be kept neat and cared for at all times. At no time will basement dwelling houses be permitted. No building shall be permitted or erected on any tract which is less than 400 square feet in area on one floor. All structures commenced shall be pursued diligently to completion and shall be completed with 24 months of commencement. If the construction progress is delayed, or interrupted, the construction site shall be cleaned up and maintained as safe as possible. No building shall be constructed within 50 feet of any adjacent property line. No building shall be of more than two stories in height exclusive of basement and A-frame type dwellings are permitted.

10. FENCES: Each owner of a tract contained herein when said tract is fenced shall keep the same properly maintained at all times. No boundary fence shall be allowed to lapse into disrepair. Fence rows shall be kept clean and free of weeds, trash and debris by each owner of each separate lot. Each owner shall choose an appropriate type of fencing, keeping in mind the natural inherent beauty of the premise

11. RIGHTS-OF-WAY AND EASEMENTS: Each lot or tract in the legal subdivision shall possess and shall be burdened by those rights-of-way and easements shown on the filed subdivision plats, and in addition the following rights and easements held, possessed and enforceable by all lot owners and tract owners jointly and severally as follows: The right to the free and uninterrupted passage of water lines, ditches and ditch water over, through, and across adjacent lots over which such passage may be necessary from time to time; easements and rights-of-way as may be reasonably necessary for the installation, maintenance and repair of water, electricity, telephone, cable television, and gas

mains and lines or other installations as the same may now or in the future be installed or erected; provided, nevertheless, that no such easement or right-of-way shall hinder, damage or obstruct residential buildings constructed or in the process of construction at the time of such installation; provided further, that the use of such easement and exercise of rights thereunder shall be conducted with due care in regard to the surface, and in the event the surface shall be damaged in installation, maintenance or repair, it shall be, upon completion of the work, restored to its original condition as much as practicable.

12. GARBAGE DUMPING: No part of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris, or other waste, except upon a temporary basis, and in that event, kept in a sanitary condition and shall be hauled away to a garbage dumping area at least weekly.

13. FIRE HAZARDS: All reasonable preventions shall be taken against fire hazards.

14. MINING OPERATION: No quarrying, gravel operation or mining operations of any kind shall be permitted upon or in any portion of the property except in the initial installation of roads.

15. BUTANE TANKS, WATER STORAGE AND SEWAGE DISPOSAL SYSTEMS: Butane tanks, propane tanks or other fuel heating containers, water storage tanks and sewage disposal systems must conform to state regulations and will be located so as not to detract from the appearance of the tract.

16. MAINTENANCE OF PRIVATE STREETS: All lot owners shall be solely responsible for the upkeep, repair, maintenance and rebuilding, if necessary, of all main and arterial roads in subdivision excluding private lot access roads, through assessment through Red Canyon Retreat Home Owners Association. Further, there shall be a right of egress and ingress and travel granted to all lot owners, their heirs, successors and assigns allowing access along, over and through said main and arterial roads located in the subdivision.

17. UTILITY LINES, AND RADIO AND TELEVISION ANTENNAS: All electri-



cal service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead but this restriction may be waived by the reversionary owner. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed, or maintained on any part of such premises, but this restriction may be waived by the reversionary owner. Any waiver of these restrictions shall not constitute a waiver as to other lots or lines or antennas.

18. SIGNS: No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement thereon except as herein expressly permitted. A name and address sign shall be permitted. The provisions of this paragraph may be waived by the reversionary owner, only when in its discretion the same is necessary to promote the sale of property in and the development of the subdivision area. Nothing herein shall be construed to prevent the reversionary owner from erecting, placing, or maintaining sign structures and offices as may be deemed necessary by him for the operation of the subdivision and or sale of the subdivision.

19. APPROVAL OF PLANS: All plans for the construction of private roads and driveways and all building plans for any building, fence, corral, wall, or structure to be erected upon any lot, and the proposed location thereof upon any lot, and any changes after approval thereof, any remodeling, reconstruction, alteration, or addition to any building, road, driveway, or other structure upon any lot in such premises shall require the approval in writing of the reversionary owner. Before beginning the construction of any road, driveway, building, fence, wall coping, or other structure whatsoever, or remodeling, reconstruction, or altering such road, driveway, or structure upon any lot, the person or persons desiring to erect, construct, or modify the same shall submit to the reversionary owner one complete set of road or driveway plans, showing the locations, course, and width of same or one complete set of building plans and specifications for the building, fence, wall coping, or other structure, as is applicable, so desired to be erected, constructed, or modified. No

structure of any kind, the plans, elevations, and specifications of which have not received the written approval of the reversionary owner, and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed, or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective building, road, driveway, or other structure is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the reversionary owner. The reversionary owner shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

20. HOMEOWNERS ASSOCIATION: For the purpose of maintaining roads, traffic control, general planting within roadway areas, and all common community services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted By-laws and rules of the Red Canyon Retreat Home Owners Association, Inc., a nonprofit corporation.

21. REVERSIONARY OWNER: The reversionary owner herein mentioned is Wyotah Land Co., their personal representatives and assigns. The reversionary owner shall have the right to grant and convey all its rights to enforce these covenants, conditions, reservations and restrictions to the Red Canyon Retreat Home Owners Association, Inc. at such time as in the sole judgment of the reversionary owner the home owners association is ready to undertake the obligation of enforcing them. Upon such conveyance and grant the home owners association shall have and shall succeed to all rights and duties with the same powers as if the association had been named as reversionary owner herein.

All of the foregoing covenants, conditions, reservations, and restrictions shall continue and remain in full force and effect at all

times as against the owner of any lot in such premises, regardless of how he acquired title, until the commencement of the calendar year 2000 on which date these covenants, conditions, reservations, and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on such premises or any owner thereof; provided, however, that these covenants, conditions, reservations, and restrictions shall be automatically extended for a period of ten years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods or the base period the owners of a majority of the lots in the subdivision shall by written instrument duly recorded declare a termination of the same. Although these covenants, conditions, reservations, and restrictions may expire as herein provided, any and all reversions for breach of these covenants, conditions, reservations, or restrictions committed or suffered prior to such expiration shall be absolute.

As to each lot owner in such premises, these covenants, conditions, reservations, and restrictions shall be covenants running with the land and the breach of any thereof or the continuance of any such breach may be enjoined or remedied by appropriate proceedings by the reversionary owner or by the owner of another lot in such premises but by no other person.

Provided, further, that should the reversionary owner employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots and the reversionary owner shall have a lien upon such lot or lots to secure payment of all such accounts.

Provided, further, that the breach of any of the foregoing covenants, conditions, reservations, or restrictions, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in such premises, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any such mortgagee

or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale, or otherwise.

Provided, further, that no delay or omission on the part of the reversionary owner or the owners of other lots in such premises in exercising any rights, power, or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the reversionary owner for or on account of his failure to bring any action on account of any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions herein which may be unenforceable by the reversionary owner.

Provided, further, these covenants, conditions, reservations and restrictions may be amended by a consent of seventy-five percent (75%) of all the lot owners before the end of the base period.

Provided, further, that in the event any one or more of the foregoing covenants, conditions, reservations or restrictions shall be declared for any reason, by a Court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever effect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect, and

Provided, further, that in the event the provisions hereunder are declared void by a Court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Wyoming.

WITNESS this 15<sup>th</sup> day of July, 1980.

WYOTAH LAND CO.

BY: Robert D. Scannel  
President

By: [Signature]  
Secretary

STATE OF WYOMING )  
                          ) ss.  
COUNTY OF FREMONT )

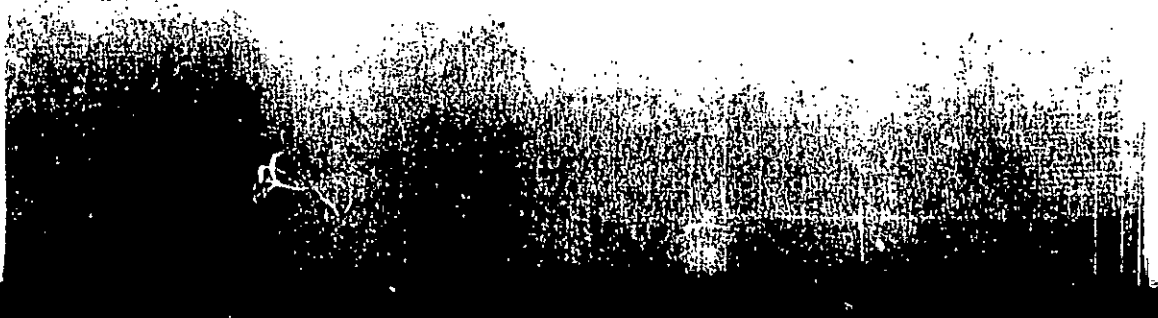
On this 16<sup>th</sup> day of July, 1980, before me personally appeared Robert D. Gunnell, President, and Gary A. Barney, Secretary, known personally to me to be the president and secretary of WYOTAH LAND CO., a Wyoming corporation, and that they as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Robert Gunnell*  
Notary Public

NOTARY PUBLIC  
WYOMING

My commission expires: Jan. 10, 1983



## EXHIBIT "A"

The N $\frac{1}{2}$ , and the N $\frac{1}{2}$ S $\frac{1}{2}$ , of Section 33, and the  
NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 32, Township 32 North, Range  
99 West, 6th P.M., Fremont County, Wyoming,  
containing 518.62 acres more or less.