



First American Title™

**These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.**

*Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.*



Declaration of Protective Covenants  
Riata Ranch at Campstool, LLC

Article I

Riata Ranch at Campstool, LLC and Wearin Brothers Cattle Company hereinafter referred to as the "Declarant", are the owners of all of the lots and land in: Riata Ranch at Campstool First, Second (excluding lot 15) and Third Filing and Riata Ranch North Forty which includes the following lots:

**Riata Ranch at Campstool First Filing:**

**Lots 13A and 13B**

**Riata Ranch at Campstool Second Filing:**

**Lots 1 through 25, excluding lot 15**

**Riata Ranch at Campstool Third Filing:**

**Lots 26, 27, 28 and Tract A-1**

**Riata Ranch North Forty Survey being a portion of Land located in Section 5, Township 13 North, Range 64 West of the 6<sup>th</sup> p.m., Laramie County, Wyoming:**

**Lots 1, 2, 3 as described on Survey recorded February 6, 2013 in Plat Cabinet 5, Slot 56, Laramie County, Wyoming records.**

The Declarant does desire to keep the Lots available for primary use as a residential area in the future, and do hereby agree that all of the Lots owned by the Declarant in the Subdivision, are held subject to and with the benefits of all restrictions, additions, covenants, charges and agreements contained herein, with partial exceptions to lots 13a and 13b Riata Ranch at Campstool First Filing. It is further agreed that any subsequent grants of any Lots now owned by them shall be subject to the following Covenants and restrictions.

Article II

General Purposes and Conditions

- 1) The real property described in Article I is subject to the conditions, restrictions, regulations, reservations and easements hereby declared to insure the best use and most

appropriate development and improvement of each residential Lot. The purpose of these Covenants is to protect the owners of the Lots against improper use of surrounding Lots that could depreciate the value of their property. In addition, these Covenants are intended to preserve, in so far as is practical, the natural beauty of the Subdivision and to provide for the highest and best use and development of the properties within the Subdivision through the use of an orderly, uniform plan. The conditions, restrictions, regulations, reservations and easements hereinafter set forth are imposed separately upon the property in the subdivision.

- 2) The property in the Subdivision shall be improved only by the erection of private homes, dwellings or residences, together with a garage which may be attached to or detached from the dwellings. Barns or animal shelters may also be constructed but must be sturdy, attractive, and fit the design externally as to conform to, and be in harmony with, the general area of the Subdivision. Manufactured homes built to HUD specification, including single or double wide mobile homes, are not allowed in the Subdivision. All homes, dwellings, or residences must be on permanent foundations. Each residential unit may be occupied by a single family only. No temporary structures such as trailers, mobile homes, tents, "shacks", or other outbuildings will be allowed on any Lot in the Subdivision, except during construction as authorized by the "Declarant" or Homeowner's Association.
- 3) No signs regarding commercial advertising can be displayed to the public view on any lot except as follows: (1) Signs advertising the initial offering of Riata Ranch at Campstool Subdivision; (2) One sign of not more than five square feet advertising the property for sale or rent; and (3) Signs of not more than twelve square feet used by a builder to advertise the property during the construction period only.
- 4) No - junkyards, accumulations of "junk" items, or manufacturing or commercial enterprise will be allowed on the real property of the Subdivision. The owner of each Lot in the Subdivision shall control the weeds and noxious plants on their respective property. If property owner does not, the Homeowner's Association has the right to contract for that service and asses that lot owner. Any pesticides and/or herbicides used to control weeds or insects shall be used in strict compliance with the manufacture's label, and the applicable rules and regulations of Laramie County and the State of Wyoming. No

vehicle of any kind that does not have a current registration will be allowed to sit outside of a garage or other building for more than a period of thirty (30) days, except for the small sports/recreational vehicles commonly known as "four wheelers" or other recreational vehicles including vehicles used to service the property. No vehicle of any kind that is not in running condition will be allowed to sit outside a garage or other building for more than a period of thirty (30) days.

- 5) Each building site owner must assume the burden of developing a septic system for the owner's domestic use. Septic systems shall be installed and maintained at all times in accordance with all rules established by the developer and conform to the rules and regulations of Laramie County and the State of Wyoming.
- 6) Water systems shall be installed and maintained at all times in accordance with all applicable rules and regulations of Laramie County and the State of Wyoming, and any additional rules and regulations established by the developer or Homeowner's Association.
- 7) There shall be no incineration or burning of garbage, trash, or other waste or debris on any Lot, except as provided for in this section. All waste material, except that which may be thoroughly and efficiently disposed of through the use of sanitary sewer systems, shall be moved to a designated area for disposition and shall be disposed of in the manner that is designated by the Homeowner's Association of the Subdivision. Garbage containers shall be covered until hauled away and disposed of properly. The only exception to the burning prohibition is the burning of "tumble weeds". Lot owners in the Subdivision may burn "tumble weeds" after the notification of the appropriate Fire Department that is responsible for fire suppression and control where that particular part of the Subdivision is located. Any other burning must be pre-approved by the HOA.
- 8) No hunting or shooting anywhere in the Subdivision unless it is to protect your property. Hunting on lots 13a and 13b Riata Ranch at Campstool First Filing is permitted, however no target shooting is permitted on any lots
- 9) Exterior construction of any structure on private building sites must be completed, including all exterior finishing work, within twelve (12) months from the date of commencement of the construction.

- 10) The ground floor area of the main dwelling, exclusive of open porches and garages, shall not be less than 1200 square feet of habitable living space. No buildings for residential use shall exceed thirty-five (35) feet to the top line of the roof joist from average grade at site elevation.
- 11) An easement is reserved, as shown on the recorded plat, on each Lot for utility installation and maintenance. No trees shall be planted within fifteen (15) feet of the edge of any easement line. No trees, plants, or structures shall be allowed which would obstruct the view of vehicular traffic at any corner lot.
- 12) Any fence that is constructed across utility easements shall include a gate sufficient to allow a utility company to access and maintain utilities.
- 13) There will be a Construction Plan Approval Committee that will consist of current lot owners. All building plans must be submitted to said committee for approval by a majority of committee, after formation of a Homeowner's Association (Association), a construction plan committee may be created by the association. Each lot shall have 1 vote.
- 14) The property owners assessments levied on the property in the Subdivision for the maintenance of roads will include fees for the maintenance of the bridge and entrances in the Subdivision. Assessments for the maintenance and utilities of the security gates will be levied on the Lot owners located on arena loop inside the gated area Lots 1-25 Riata ranch at Campstool second filing excluding lot 15. Owners of Lot 15 have agreed to enter into a 10 year contract to pay an annual assessment equal to the cost allocated per lot/per year for road and bridge maintenance.
- 15) If the parties hereto, their heirs or assigns violate any Covenants of the Subdivision, it shall be lawful for any person owning real estate in the Subdivision to initiate proceedings at law or equity against the person or persons violating any of the Covenants, and to recover damages for those violations. In any action for the enforcement of these Covenants, if any relief is granted in whole or in part, the applicant for relief shall be entitled to recover necessary costs of the actions, including attorney's fees and court costs.
- 16) These Covenants, restrictions and conditions shall run with the land and they shall be binding upon all parties and persons who are Lot owners in the Subdivision until January

1, 2023 unless, by a vote of a majority of the owners of Lots in the Subdivision, it is agreed to change the Covenants in whole or in part. Each Lot owner shall be entitled to one vote for each Lot owned. Existing Covenants shall be automatically extended for successive periods of 10 years beginning January 1, 2023.

17) Invalidation of any of these Covenants or parts thereof by a judgment or court order shall not affect any of the other provisions of these Covenants which shall continue to remain if full force and effect.

18) No obnoxious animals will be permitted. Animals will be determined obnoxious by a majority of current lot owners or Homeowner's Association. The determination shall include factors such as (but not limited to) sound, sight and smell. No breeding of animals for commercial purposes shall be allowed on any Tract except as provided herein. Any animals or livestock permitted to be kept on a Tract shall be restrained and controlled at all times so that they do not cause a nuisance to neighboring Tract owners

### Article III

#### Homeowner's Association

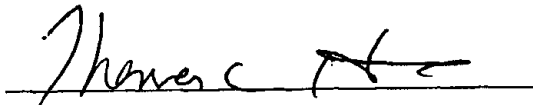
After the Declarant has sold three (3) tracts of land in the Riata Ranch at Campstool Subdivision, hereinafter referred to as the Subdivision, there shall be formed a Riata Ranch Homeowner's Association, hereinafter referred to as the Association, for the purpose of developing and operating the Subdivision. All owners of real property in the Subdivision must be members of the Association and shall be governed by Covenants and Agreements of the Association. The Association shall have the authority to make charges and Assessments to the members that are reasonably necessary to carry out its functions and duties. Each individual Lot owner shall have one vote in the Association for the purposes of making decisions in the operation of the Subdivision. Subdivision Assessments shall be divided into two (2) classes: Capital Assessments and Operating Assessments.

Assessments may be levied by the Board of Governors of the Association, hereinafter referred to as the "Governors", against any parts of real property in the Subdivision, except as excluded and clarified in the preceding paragraph. Assessments shall be billed on a monthly basis and notice of the same shall be communicated to each property owner on or

before the first day of each month. The Governors shall, by policy, establish the time an Assessment is overdue and subject to penalties. All Assessments shall become due three (3) days after the date of mailing. The Association has the authority to impose reasonable charges for interest and establish penalties for overdue payments. Unpaid Assessments, upon notice being filed of record, shall be a lien against the parcel of real estate against which the unpaid Assessment was originally levied. Such a lien may be foreclosed upon in a like manner as a mortgage on real property, and may include any additional court costs and reasonable attorney's fees.

The Association shall have the authority and obligation to maintain the roads, streets, bridges, security gates, mail delivery structures, public utility easements and any other future improvements that may be agreed upon by a majority of the Association members

Riata Ranch at Campstool, LLC

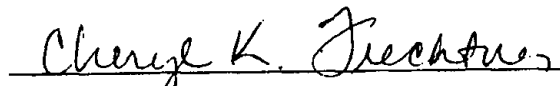


BY: Thomas C. Hirsig

State of Wyoming

County of Laramie

The foregoing Declaration of Protective Covenants was acknowledged before me by Thomas C. Hirsig as member of Riata Ranch at Campstool, LLC on this 16<sup>th</sup> day of September, 2013.



Notary Public

My Commission Expires: July 30, 2016

