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STATE OF WYOMING
COUNTY OF ALBANY
THIS INSTRUMENT FILED FOR
RECORD ONLY UNLESS

90 FEB 16 PM 3:24

LINDA C. PARKER, CLERK

BY: ASST

STATE OF WYOMING)
) SS
COUNTY OF ALBANY)

DECLARATION OF PROTECTIVE COVENANTS
FOR
ROCKY TOP RANCHES

KNOW ALL MEN BY THESE PRESENTS:

I. Preamble and General Provisions.

A. That the undersigned, being the owner of all of the property described as:

A parcel of land situated in Section 6, Township 16 North, Range 72 West of the 6th P. M., Albany County, Wyoming, and shown as Tracts 1, 2, 3, 4, 5, 6, 7, 8, and 9, Rocky Top Ranches per survey map prepared by Steil Surveying Services,

do hereby make this declaration of protective covenants applicable to all of said described property. For the purposes of these covenants the described property shall be referred to as "Rocky Top Ranches."

B. The restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning property in Rocky Top Ranches or claiming under them for a period of 10 years from the recording date of these restrictions and covenants, after which time said restrictions and covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the property has been recorded agreeing to amend said covenants in whole or in part.

C. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages.

D. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

II. Architectural Control Committee.

A. Membership. The Architectural Control Committee,

sometimes herein referred to as the Committee, shall be initially composed of:

Bernie Lowery
6919 Hawthorne Drive
Cheyenne, Wyoming 82009

Neither the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee, and to reduce or restore to it any of its powers or duties.

B. Procedures. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C. Approval of Plans and Improvements. For the purpose of further insuring the development of the lands in Rocky Top Ranches as an area of high standards, the Committee reserves the power to control the buildings, structures, fences and other improvements placed thereon, as well as to make such exceptions to these Restrictions and Protective Covenants as it shall deem necessary and proper.

III. Land Owners Association. Grantees may choose to unite with other Grantees to create the Rocky Top Ranches Land Owners Association having rules, regulations and restrictions for the governing, maintaining and improving of all access tracts, recreational tracts, and residential tracts.

IV. Restrictions and Protective Covenants.

A. Land Use. No activity of an illegal or nuisance nature shall be permitted upon these premises at any time. Basement

dwellings or any temporary living quarters are prohibited except during construction of the dwelling as approved in advance by the Committee. They shall have inside sanitary facilities in accordance with the prescribed State and County Health agencies, but in no case will be permitted to remain or be used on said property for a period of time longer than twelve months. Modular homes shall be permitted upon prior written approval of the Committee and in accordance with all standards contained herein. Unlicensed automobiles, trucks, abandoned machinery and building materials will not be permitted to be stored on the premises at any time unless such items are placed totally out of view in a structure of a type and design as previously approved by the Committee.

B. Permitted Uses. No tract of land shall be used for any purpose other than single-family dwellings or keeping of pets. Mining, commercial, industrial, church, school, or governmental use is specifically prohibited.

C. Structural Standards. All structures shall be constructed of sound materials in a workmanlike manner.

D. Lot Size. No further subdivision of any of the lots herein described will be permitted without prior written consent by the Committee and the proper Albany County Agencies. No structure will be permitted within 50 feet of any easement and/or property line.

E. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction, or a sign advertising the tracts for sale by the initial developer.

F. Livestock, Poultry and Pets. All livestock, poultry and pets shall be maintained on the premises in a sanitary and well cared for condition; and will not be permitted to be bred, or kept for commercial purposes.

G. Garbage and Refuse Disposal. Trash, garbage and/or other waste shall not be kept except in concealed sanitary containers, prior to removal to a properly designated area for the disposal

Thereof. In the event that any owner of any lot described herein shall fail or refuse to keep such premises free of trash, refuse, garbage or other nuisance materials, then, the Land Owners Association, trustee or the Committee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and, in the event of such a removal, a lien shall arise and be created in favor of the governing group and against such lot and in the full amount chargeable to such lot and such amount shall be due and payable within thirty days after the owner is billed therefor.

H. Water Supply and Sewerage. Individual water supplies and sewerage treatment facilities shall be constructed and equipped in accordance with State and County Environmental Health Unit standards and requirements. No individual water supply shall be registered with the State Engineer's Office in excess of 25 gallons per minute flow. All sewerage treatment facilities shall be of the closed vault type as approved by the proper health authorities.

DATED this 13th day of February, 1990.

Wyoming National Bank Cheyenne
Trustee for Pronghorn Construction
Limited retirement account.

(SEAL)

ATTEST:

By: B. Neveling Clune, Jr.
AVP/Employee Benefit Officer

Patsy Shaw
PATSY SHAW
A.V.P. ASSISTANT COMPTROLLER
STATE OF WYOMING)

COUNTY OF LARAMIE SS
~~ALBANY~~)

The foregoing instrument was acknowledged, subscribed and sworn to before me by Wyoming National Bank Cheyenne, personally known to me this 13th day of February, 1990.

WITNESS my hand and official seal.



Delores J. Smith
Notary Public