

State of Wyoming)
) ss
County of Campbell)

RC RANCH DEVELOPMENT, LLC

TO THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS FOR RC RANCH PHASE I

CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING

880023

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, RC Ranch Development, LLC, a Wyoming Limited Liability Company, being the owner in fee simple of RC Ranch Phase I, of Gillette, Campbell County, Wyoming, which is platted and of record in the office of the County Clerk and Ex-Officio Register of Deeds of Campbell County, Wyoming, does hereby make this Declaration of Protective Covenants applicable to all the following described property:

Lots 1 through 33, Block 2; Lots 1 through 28, Block 3; Lots 1, 2, & 3, Block 8; Lots 1 through 51, Block 6; Lots 1 through 10, Block 7; and all of the lots in Block 5 of RC Ranch Phase I of the City of Gillette, Campbell County, Wyoming, according to the official plat thereof filed for record 22 September 2006 in Book 8 of Plats, page 164 of the records of Campbell County, Wyoming.

The plat for RC Ranch Phase I is incorporated by reference in this declaration and is specifically made a part hereof in all respects, as if fully set out herein.

All of the lots of this subdivision shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations, and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitudes, and covenants (hereafter referred to as covenants). Each and every covenant is for the benefit of the entire subdivision and for the benefit of each owner of land herein. These covenants shall run with the land and inure and pass with this property and each and every lot herein. These covenants shall be binding on all owners of land in this subdivision and their successors in interest regardless of how that interest is acquired. This includes among others, adverse possessors, lessees, and purchasers at mortgage foreclosure sales.

It is the intention of the Declarant that the lands located in this subdivision shall be developed and maintained as a highly desirable residential area.

Each and every owner of land in this subdivision shall have a right to enforce these covenants which are imposed upon each and every lot in this subdivision.

1. **Land Use and Building Type.**

R1 Lots:

All R-1 lots shall be used for single family residential purposes. No commercial usage of any kind shall be permitted on the R-1 lots. No building shall be erected, altered, placed or permitted to remain on any lot, other than one detached single family dwelling not to exceed two stories plus a walk out basement in height, a minimum of a two (2) car garage, and one storage shed of a permanent nature.

R2 Lots:

All R-2 lots shall be used for duplexes or single family homes for residential purposes only. No commercial usage of any kind shall be permitted on the R-2 lots. All other provisions of the covenants shall apply to the R-2 lots as well. The primary difference between R-2 and R-1 is the R-2 shall allow duplexes as well as single family homes.

R3 Lots:

R-3 lots shall be governed by the same covenants other than the allowance of a duplex, a triplex, or a single family home on any R-3 lot.

R4 Lots:

R-4 lots shall allow a duplex, a triplex, or multi-family such as apartments on the R-4 properties. The mutually agreeable covenants, conditions and restrictions on the Property shall be negotiated to include similar elevations, landscape and overall project appearance so as to positively impact RC Ranch Development.

C-1 Lots:

The C-1 lots shall be governed by a separate set of covenants, however many of the same restrictions, rules and regulations contained in these covenants shall apply to the C-1 lots as well. A copy of the C-1 covenants can be obtained from the Declarant.

2. **Restrictive Use.** No lot within the R1, R2, R3 or R4 areas shall be used for any purpose except for residential purposes as described above and will be restricted by the covenants contained in this Declaration. It is the further intent of this declaration to protect and enhance the value, desirability and attractiveness of said property.

Except upon the C-1 Lots, no commercial or business activity or any activity of a noxious or offensive nature may be conducted upon any lot of the subject property, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood.

3. **Architectural Control.** No building, fence, wall or any other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a site plan showing the location of the structure has been approved by the Architectural Control Committee as to quality of the workmanship and materials, harmony of exterior design with existing structures, location with respect to topography and finish grade elevations, and compliance with the covenants contained herein.

4. **Building Standards and Requirements:**

a. **Dwelling Value.** All dwellings constructed on any R-1 lot shall be constructed so that it will have a minimum appraised value (including the value of the lot) upon completion of \$280,000. All dwellings of a duplex configuration constructed on an R-4 lot will have a minimum appraised value (including the value of the lot) upon completion of \$180,000. At the time the plans and specifications for the dwelling are submitted to the Architectural Control Committee, the party seeking approval shall submit to the committee a copy of a preliminary cost estimate or proposed sales price in a form acceptable to the Architectural Control Committee showing compliance with this minimum appraisal value.

b. **Building Locations.** All buildings shall be located on all lots in accordance with the minimum setback and drainage requirements established by the City of Gillette.

c. **Landscaping.** Each front yard and side yard visible from a public street shall be sodded or hydro-seeded and landscaped to the rear of the structure. All rear yards not visible from a public street shall at a minimum be seeded by broadcast seeding. Three (3) trees which are acclimated to the Gillette, Wyoming area shall be planted in the front or side yard of each lot. All of the requirements must be met within eight (8) months after the occupancy of the dwelling on each lot. All landscaping must be maintained on each lot.

d. **Storage and Protective Screening.** No building material shall be stored on any lot except as needed during construction on the lot. All garbage cans and storage piles shall be kept screened so as to conceal them from the view of neighboring residences and streets in the subdivision.

e. **Sewer Services.** The purchaser of each lot is responsible for determining the location and elevation of the sewer service and determining how the location and the elevation of the sewer service will affect the type and location of the dwelling to be constructed on the lot.

f. **Construction.** All construction shall be new. No mobile homes, modular, or factory-built homes shall be permitted. No structure shall be moved from any location outside the subject property onto any tract of the subject property. All dwellings must be completed and ready for occupancy within thirty six months (36) months after the lot is purchased from the Declarant. All dwellings shall be "stick built". All exterior materials will be wood, brick, stone,

stucco, pre-finished aluminum siding, pre-finished steel siding or any combination thereof. All homes shall be earth-tone in color unless the architectural control committee grants a variance. All roofs shall consist of earth-tone asphalt, wood, shake or cement shingles to the extent permitted by the city of Gillette. White asphalt shingles are not allowed and will not be granted a variance.

Any person constructing a dwelling on a lot shall maintain in full force and effect a policy of builders risk insurance with such coverage as may be required by the City of Gillette for any contractor constructing a dwelling within the city limits.

Any damage done to sidewalks, streets, or curbs during the construction of the dwelling shall be the financial responsibility of the lot owner.

During construction, all contractors and owners shall be required to have adequate trash bins on the property. No trash shall be allowed to lay on the surface of the lot. All trash shall be dumped into the trash containers on a daily basis. The person responsible for littering and/or not cleaning up the trash on the property shall be fined one and one-half (1.5) times the cost of removal and cleanup if the Declarant is forced to conduct removal and cleanup.

All contractors shall provide a portable toilet on their property for use by all laborers working at the site.

No surplus cement shall be allowed to be dumped on any lots located within the subdivision, nor shall any materials or excess dirt from one lot be placed on an adjoining lot without the approval of the adjacent lot owner.

All city of Gillette Nuisance Ordinances shall apply to all lots and shall be enforced.

g. **Flues and Vents.** Unless otherwise approved by the Architectural control committee, all flues and vents shall exit the roof of a dwelling on the rear side of the roof rather than on the street side of the roof.

h. **Soil Analysis.** The purchaser of any lot in the subdivision shall be responsible for obtaining and reviewing soil reports relating to the lot and engaging geotechnical engineer to evaluate soil conditions. The developer will provide a soil report on each lot at the developer's cost. Any additional reports, reviewing or analyzing the soil conditions shall be the responsibility of the buyer and ultimately lot owner.

5. **Architectural Control Committee.** An Architectural Control Committee for the subject property is hereby constituted for the purpose of ensuring that the building standards and requirements stated herein are met. The following provisions govern the Architectural Control Committee:

a. The committee is composed of the Declarant which shall initially be the members of RC Ranch Development, LLC, or their successors or appointed individuals as provided herein. All notices to the committee required herein shall be sent to the RC Ranch Subdivision, Architectural Control Committee, at P.O. Box 1867, Gillette, Wyoming 82717. The committee may designate a representative to act on its behalf. In the event of a vacancy of a committee member due to death, termination, or resignation, the remaining committee member(s) shall have full authority to act and designate a successor.

b. After all of the Lots in the RC Ranch Phase I have been sold, or the Declarant resigns, whichever occurs first, the then record owners of a majority of the lots shall have the power to change the membership of the Committee or to amend any powers or duties of the Committee. Only record owners of the lots within the subdivision may serve on the Committee.

c. The Committee shall, once the Declarant is no longer serving as the Architectural Control Committee, elect the members of the Committee annually on the first day of February of each year at a meeting called for such purpose, or on such other date as the Committee may determine. Each member of the Committee shall serve for a period of one (1) year, and may serve an unlimited number of terms if so elected. Upon the death or resignation of any member of the Committee, the remaining members shall have the authority to appoint a successor who shall serve on the Committee until a successor is elected at the next annual meeting.

d. Members of the Committee shall elect a chairman who shall keep a written record of all proceedings and actions taken by the Committee and who shall be responsible for all correspondence.

e. Members of the Committee may be called at any time by the Chairman as required to transact any business, and the Committee shall formulate its own rules and regulations for the calling of such meetings and the conduct of its business.

f. All decisions of the Committee shall be made by a majority vote.

g. There is no homeowners association formed as of the date of this Declaration. Upon the final sale of the last developable lot, the homeowners may form a homeowners association should a majority of the record owners choose to do so.

6. Procedures of Architectural Control Committee.

a. The Committee's approval or disapproval of building plans as required in these covenants shall be in writing. The Committee or its representative shall issue a receipt of such plans noting the time and date received. The Committee shall provide a written approval or disapproval within 14 days of receiving an application for approval. The Committee may request additional information from the applicant and may do so in writing. Such a

request by the Committee shall toll the time period for approval or disapproval until the requested documents are provided. In the event the application is disapproved, the Committee shall inform the applicant in writing, of the specific basis for the disapproval and the manner in which the applicant may amend such application and/or plans to secure approval.

b. In the event the Committee or its representative fails to approve or disapprove any application as set forth above within 14 days of receipt by the Committee, or if no suit to enjoin construction has been commenced prior thereto, approval will not be required and the related covenants shall be deemed to have been fully complied with.

c. In the event that any construction is commenced upon any lot within the subject property without having first secured Committee approval, the Committee or any owner of a lot within the subject property may institute an action to enjoin such construction until the Committee approval has been granted. The prevailing party in any such injunction action shall be entitled to recover their attorney fees and costs of such action.

d. Upon written request, the Committee may, in its sole discretion, vary the limitations contained in these covenants when strict compliance could result in a hardship on the lot owner, but only to the extent such requested variance is consistent with the intent and purpose of the covenants which is to ensure a subdivision that is aesthetically attractive and a highly desirable residential area. The Committee shall approve or disapprove the request for a variance within forty-five (45) days of the receipt thereof. Failure of the Committee to approve or disapprove a request for a variance within said forty-five (45) day period shall not be deemed an approval, nor shall it waive the requirements contained in these covenants.

e. The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this Declaration. Any approval or permission granted by the Committee shall not be construed or constitute approval or permission by any official or commission of any government agency. Obtaining permits, applications or other written instruments required by any public or governmental agencies shall be the sole responsibility of the applicant, and any approval or permission granted by the Committee shall not in any way be construed as to mean acceptance of any submission to any private or governmental agency. Any approval or permission granted by the Committee shall not be construed in any way as an expression of the ultimate quality of the construction, the soundness of the construction, whether the construction is engineered correctly and whether the construction will fulfill its designed purpose(s).

7. **Future Regulation.** In order to regulate and keep conformity of design, all major repairs, maintenance, decorating and yard upkeep shall be governed by the Architectural Control Committee. Any controversy or question regarding the unauthorized or questionable uses shall be referred to the Architectural Control Committee whose decision shall be final. No owner shall be allowed to engage in any unauthorized activities without the written consent of the Architectural Control Committee.

8. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and public records. Within these easements, no structure, vehicles, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, ingress or egress of emergency vehicles or pedestrian traffic or which may change the direction of the flow of drainage channels in the easements. No owner shall be allowed to alter the final grade of the property or otherwise obstruct surface drainage.

The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All dedicated public land (including parkways) shall be maintained by an outside entity. No fences shall be allowed to encroach on the public park lands. Any vehicle, boat, trailer, shed, trash cans or any other items other than an authorized vehicle will be towed away at the owner's expense if found in any of the public park lands located within the subdivision.

9. **Temporary Structures.** No structure of a temporary character, trailer, modular, tent, shack, barracks, garage or barn shall be used on any lot at any time as a residence, either temporary or permanent. However, this covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structure whenever the same has been on the premises for an unreasonable length of time, or in any other way has become a nuisance.

10. **Nuisances.** No obnoxious or offensive activity shall be carried on, upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. **Street Access and Sight Distance at Intersections.** On corner lots, no fence, wall, or sign structure shall be erected, nor any tree, hedge or shrub shall be allowed or planted that violates the City of Gillette's sight triangle ordinance.

12. **Parking and Non-Operative Vehicles and Facilities.** Parking of trailers, campers, recreational vehicles, snowmobiles, boats, ATVs and other comparable vehicles, large or small, shall be limited to a period not to exceed 72 hours, when parked on the street in front of a residence. The parking of boats and trailers on the street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence, on the front driveway, on any area between the front building line of the residence and a street and/or in the rear yard for a period of more than 72 hours at any one time or as a repeated matter of practice.

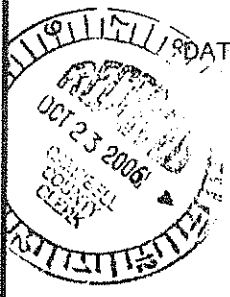
13. **Signs.** No sign of any kind, on any lot, shall be displayed in public view except one professional sign of not more than six square feet that advertises the property for sale or rent. A temporary sign may be placed on a lot by a builder to advertise the property during construction and sales periods, or by a financial institution providing the financing for the construction of the property.
14. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. This does not however, prohibit RC Ranch Development, LLC or any successor developer from removing, transferring and/or selling topsoil, gravel or other material from the subdivision.
15. **Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. All animals must be properly restrained and under the control of the owner at all times. Such animals shall not be allowed to run free of the owner's property. Such animals shall not interfere in the quiet enjoyment of the other owners within the subject property. Owners shall not allow animal waste to become noxious to other land owners within the subject property. All city and county rules and regulations shall apply to the containment of pets within the subdivision.
16. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Garbage and all waste shall be kept in sanitary containers. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. These covenants apply not only to the permanent owner of the lot, but also to contractors and subcontractors of during construction. All fines and penalties as indicated Paragraph 4(f) shall apply to failure to remove garbage and trash from the lot.
17. **Amendment.** These covenants may be amended by the Declarant at any time before the Declarant has sold eighty (80) percent of the lots in the subdivision. Once eighty (80) percent of the original lots in the subdivision have been sold and conveyed by the Declarant, these covenants may be amended or altered by the approval of the owners of eighty (80) percent of the original lots in the subdivision.
18. **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (25) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a eighty percent (80%) of the then lot owners has been recorded, agreeing to change said covenants in whole or in part.

19. **Enforcement.** In the event that any person or persons shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages or both. Any person violating these covenants shall be liable for all costs incurred in prosecuting a suit to enforce these covenants, including liquidated damages in the amount of \$50.00 per day until the violation is cured and reasonable attorneys' fees required to bring and maintain the proceedings, either to enjoin violation or for the recovery of money damages, or both. The Architectural Control Committee may, but is in no way obligated to, enforce of the covenants and restrictions in this declaration.

20. **City Restrictions.** If the City of Gillette imposes any limitations on the use or development of these lots which is more restrictive than the restrictions imposed by these covenants, then the more restrictive limitations of the City of Gillette shall take precedence over these covenants.

21. **Severability.** Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED this 23 day of October, 2006.



RC RANCH DEVELOPMENT, LLC

By: Ronald S. Stoughton

Ronald S. Stoughton, Managing Member

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing DECLARATION OF PROTECTIVE COVENANTS FOR RC RANCH PHASE I was acknowledged before me by Ronald S. Stoughton as Managing Member of RC Ranch Development, LLC, this 23rd day of October, 2006

LORETTA MANNING - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires December 21, 2008
My Commission Expires:

Loretta Manning
Notary Public

STATE OF WYOMING)
Campbell County) ss.

Filed for record this 23rd day of October A.D. 2006 at 11:08 o'clock A. M. and recorded in Book 2200
of Photos on page 33-41 Fees \$ 32.00 880123
Christina Saunders By Christina Saunders
County Clerk and Ex-Officio Register of Deeds CHECKED Deput