

499443

STATE OF WYOMING )  
County of Campbell ) ss.

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TO THE PUBLIC:

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS

OF LOTS WITHIN RED ROCK ESTATES

A SUBDIVISION IN CAMPBELL COUNTY, WYOMING

This declaration is made on the date hereinafter set forth by LANDEX CORPORATION, a Wyoming corporation, of Campbell County, Wyoming, and JAMES C. ADAMS and BONNIE J. ADAMS, husband and wife, of Crook County, Wyoming, hereinafter collectively referred to as the "Declarants".

W I T N E S S E T H:

WHEREAS, Declarants are the owners of certain real property in Campbell County, Wyoming, known as RED ROCK ESTATES which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Declarants desire to place certain restrictive and protective covenants to insure the use of the property for attractive residential and commercial purposes only, as set forth herein, to prevent nuisances and the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of his home and business, with no greater restriction on the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners.

NOW, THEREFORE, Declarants hereby declare that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, and hereby specify that these declarations shall constitute covenants not merely personal, but covenants the benefits and burdens of which run with all of the land and binding upon all parties having any rights, title or interest in the land, or any part thereof, and their heirs,

successors assigns, and shall inure to the benefit of each owner of any portion of the above-described real property, to wit:

I.

DESIGNATION OF LOTS

Lots 1, 18 and 20 of the RED ROCK ESTATES shall be designated as multi-family residential lots in accordance with the rules and regulations of Campbell County, provided that no more than six (6) family units may be permitted on any one lot.

All remaining lots in the RED ROCK ESTATES are hereby designated as single-family residential lots. No lot in RED ROCK ESTATES shall be used for any other purpose except for residential purposes.

II.

MINIMUM SQUARE FOOT SIZE

No dwelling shall be permitted on any portion of a residential lot in which the ground floor area of the main structure, exclusive of porches, basements, garages and other attachments to the building, shall be less than one thousand (1,000) square feet, provided that if a mobile home is used on any lot, said mobile home shall have a factory manufactured floor space of not less than nine hundred (900) feet.

III.

MOBILE HOMES

All mobile homes placed on any lot shall be set on permanent masonry or concrete foundations. Within thirty (30) days after said mobile home is placed on said lot, the same shall be skirted with permanent material which shall be of a similar color and texture as the permanent exterior siding of said mobile home and shall be installed in a manner as to hide the undercarriage of said mobile home and to present a neat and attractive appearance.

No additions, porches, garages, sheds, carports or similar attachments shall be placed or attached to any existing mobile home or any other structure unless the same shall be of a permanent nature and constructed on a permanent masonry or concrete foundation and consisting of the same or similar siding materials as the original structure or mobile home, and the exterior of which shall be finished in the identical color and texture as the original structure, mobile home or dwelling.

IV.

SETBACK REQUIREMENTS

With respect to those lots designated as single-family residential, no dwelling or structure, or any part thereof, shall be located nearer than twenty-five (25) feet from any lot line or street. With respect to lots designated as commercial, no building or structure, or any part thereof, shall be located nearer than ten (10) feet from any lot line or street.

V.

NUISANCES

No noxious or offensive activities, including noises and smells, shall be carried on upon any portion of any lot, nor shall anything be done or conducted upon any lot which may be, or may become, an annoyance or nuisance to the neighborhood and detract from the general uses and purposes of REDROCK ESTATES as a quiet residential community.

VI.

TEMPORARY STRUCTURES

No structure, trailer, basement, tent, shack, garage, barn or other structure of a temporary character shall be

used upon any portion of said real property at any time as a residence or any part hereof, either temporarily or permanently, or as an enclosed porch or shed. Temporary structures which are customarily used in the construction industry which are reasonably required, convenient or incidental to the construction of a permanent structure upon a lot, may be permitted for a period of not to exceed six (6) months.

VII.

SIGNS

No signs of any kind shall be displayed to public view upon any residential lot except a sign of not more than two (2) square feet advertising said lot for sale or rent, or signs being used by a builder to advertise the property during the construction of any improvement upon any of the property.

VIII.

LIVESTOCK

No animals, livestock or poultry of any kind shall be grazed, bred or kept on any of the lots except horses and household pets as provided herein. Two horses shall be permitted to be kept on any four acres or more. If animals of any kind are kept on any of the lots, including horses and dogs, the same shall be suitably fenced in order that said animals shall not be allowed to roam at large or move beyond the limits of the lots owned and occupied by the owner. All the owners of dogs and cats shall be fully responsible for all damages, expenses and fees incurred as the result of the actions of said animals, and any lot owner who allows his or her dog to roam beyond the limits of the lots owned and occupied by said owner, shall pay to the Red Rock Estates Homeowners Association the sum of \$25.00 for each incident, which sum shall be kept in separate fund

to be utilized for animal control. Any corral, barn or shed used for the purpose of containing horses shall be not less than 25 feet from any boundary line and shall be constructed in a neat and attractive manner of materials which are of the same or similar color and texture of the other improvements on the lot.

IX.

GARBAGE AND REFUSE DISPOSAL

No portion of said real property shall be used and maintained as a dumping ground for rubbish and debris, nor shall any portion be used as a storage area for non-operative motor vehicles, miscellaneous parts or supplies, or unsightly or unattractive material. Trash, garbage and other wastes shall not be kept except in sanitary containers that have tops or lids. All incinerators or other equipment for the storage or disposal of wastes shall be kept in a clean and sanitary condition.

All clotheslines, equipment, garbage cans, service yards, woodpiles and storage piles shall be kept screened by adequate planting or fencing so as to be concealed from the view of the neighboring residences and streets. All clotheslines shall be confined to the rear of the area of the residence.

X.

PARKING

The parking of trucks, trailers, camper trailers, truck campers, bus campers, boats, trailers or other large vehicles such as stock trucks and trailers, shall be limited to a period of 72 hours when parked on a public roadway within RED ROCK ESTATES.

Vehicles which are not in an operating condition or are in a state of disrepair shall not be parked on any roadway or lot within said subdivision for a period of more than 24 hours at any one time.

XI.

RACING AND RACETRACKS

No motorized vehicular racing, including but not limited to, cross country racing, race track racing, drag racing, competition racing, recreational racing or any type of similar vehicular activity, shall be carried on or permitted to be carried on upon any portion of any lot, nor shall any portion of any lot be maintained for the purposes of racing vehicles of any kind.

XII.

HEIGHT AND RESUBDIVISION RESTRICTIONS

For those lots designated as residential lots, only one single-family unit shall be erected, altered, placed or permitted to remain on any one individual lot, the same not to exceed two stories in height on any elevation, and with a private garage for not more than three cars. Any other outbuildings constructed shall be incidental to the residential use of said lots and said outbuildings shall be similar in construction and in appearance to the residence, utilizing the same or similar exterior siding, texture and color as the residence.

No lot as originally platted shall thereafter be resubdivided to avoid this single-family residence restriction.

XIII.

STORAGE TANKS

No elevated tanks of any kind shall be permitted upon any lot. All tanks for storage of gas, fuel, oil or any matter shall be buried or hidden from view by means of a solid type of fence or wall of a design and color similar to the exterior of the dwelling.

XIV.

DRIVEWAYS

All driveways to and from any lot shall be located so as to allow water runoff and to prohibit erosion. All such driveways and roadways on any lot shall be covered with

sufficient all-weather material to prohibit the tracking of mud and other debris upon the main roadways and streets within said subdivision.

Culverts of eight (8) inches in diameter or greater shall be installed wherever driveways cross the road ditch lines and shall be installed in such a manner so as to provide sufficient drainage for all water runoff applicable to that particular area within the subdivision.

XV.

LENGTH OF CONSTRUCTION

The construction of all dwellings, buildings and structures of any type on any lot within the subdivision shall be pursued diligently to completion, the exterior of which shall be completed within one (1) year from the commencement of the construction unless such completion is prevented by inclement weather.

XVI.

WATER SUPPLY

NO PROVISION IS MADE IN RED ROCK ESTATES FOR A PUBLIC OR CENTRAL DOMESTIC WATER SOURCE. No individual water supply system shall be permitted on any lot unless said system is located, constructed and equipped in accordance with the laws and regulations of the State of Wyoming and Campbell County. In the event any lot owner is indebted to LANDEX CORPORATION for any lot within the subdivision and said lot owner desires to drill, maintain and utilize a water well jointly in cooperation with any other lot owner, they shall enter into a specific written agreement to this effect, the form of which is attached to these Covenants and made a part thereof when executed by two or more lot owners.

XVII.

SEWAGE DISPOSAL

NO PROVISION IS MADE IN RED ROCK ESTATES FOR A PUBLIC OR CENTRAL SEWAGE DISPOSAL SYSTEM. No individual sewage disposal system shall be permitted on any lot unless said system is located, constructed and equipped in accordance with the standards, requirements and recommendations of the laws and regulations of the State of Wyoming and Campbell County. Approval of such systems from the appropriate authorities shall be obtained prior to the commencement of construction of the same.

XVIII.

ROAD MAINTENANCE

NO PROVISION IS MADE IN REDROCK ESTATES FOR PUBLIC MAINTENANCE OF STREETS OR ROADS. All lot owners, except for Lot 20, are severally responsible on an equal basis for the maintenance of all dedicated roads internal to the subdivision. The owner of Lot 20 shall have no such responsibility due to the fact that said lot totally affronts a Campbell County roadway.

Lot owners shall establish a RED ROCK ESTATES HOMEOWNERS ASSOCIATION (hereafter "Association") as hereinafter provided, which shall, from time to time, as it deems necessary and desirable, employ, rent and/or purchase equipment, services and supplies to adequately maintain the roads, and the same shall be paid for from assessments on lots within the subdivision in accordance with the provisions hereafter.

XIX.

RED ROCK ESTATES HOMEOWNERS ASSOCIATION

There is hereby established a RED ROCK ESTATES HOMEOWNERS ASSOCIATION (hereinafter "Association") which shall have the following duties and powers:

Article I.

Purpose

Section 1. To provide for the maintenance,



repair and improvements of streets, roads and common areas, if any, of RED ROCK ESTATES; and

Section 2. To enforce the declaration of covenants for RED ROCK ESTATES by suit or otherwise; and

Section 3. To promote the health, safety and welfare of the residents of RED ROCK ESTATES and to protect the correlative rights of the residents.

## Article II.

### Powers

Section 1. To adopt and publish rules and regulations governing the maintenance, preservation, operation and use of:

- a) dedicated roads and streets within the subdivision
- b) common areas, if any, and facilities thereon, if any

Section 2. To adopt and publish guidelines for the imposing of annual (or more frequent if necessary for operating reasons) assessments and special assessments.

Section 3. To suspend the right of use of such roads, streets and other facilities by a member during any period in which such member shall be in default in the payment of any assessment levied by the Association.

Section 4. To exercise all powers, duties and authority vested in or delegated to the Association by the Declaration of Restrictive Covenants.

Section 5. To employ a manager, an independent contractor or such other employee as it may deem necessary and to prescribe their duties.

Section 6. To employ, rent, hire or purchase such services, equipment and supplies upon such terms and conditions it deems appropriate, including credit, as necessary to carry out its duties as provided herein.

Section 7. To subject the lots to an annual (or more frequent if necessary for operating reasons) assessment or charge, which charge may be adjusted or reduced from time to time by the Board of Directors as the needs of the property and its operation in its judgment may require.

Section 8. To pass on those matters requiring its approval as provided herein.

Section 9. To act as arbitrator for any disputes arising between lot owners in RED ROCK ESTATES regarding the interpretation of these covenants.

Section 10. To maintain such checking or savings accounts as it deems necessary to fulfill its functions.

Section 11. To perform such other functions as are necessary and appropriate.

### Article III.

#### Duties

Section 1. To cause to be kept a complete record of all its acts and affairs and to present an annual statement thereof to lot owners on December 31 of each year or when such statement is required in writing by one-fourth ( $\frac{1}{4}$ ) of the lot owners.

Section 2. To supervise all contractors, agents and employees and to see that their duties are properly performed.

Section 3. To fix the amount of the annual (or more frequent if necessary) and special assessments, send written notice of each assessment to every owner subject thereto, foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner obligated to pay the same.

Section 4. To issue, or cause to issue, upon demand

by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates.

Section 5. To cause the streets, roads and common areas, if any, to be maintained for the use and benefit of owners.

#### Article IV.

##### Membership and Voting Rights

Section 1. Every owner of a lot within the subdivision which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A - Class A members shall be all of the owners of lots within the subdivision, except Landex Corporation, who shall be entitled to one (1) vote for each owned. When more than one person holds an interest in any lot, all of such persons shall be members. The vote for such lots shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any lot.

Class B - The Class B member shall be Landex Corporation which is the developer of the subdivision, and Landex shall be entitled to three (3) votes for each lot owned by it. Class B membership shall cease and be converted to Class A membership at such time as the total

votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership (upon the conveyance by Landex of 75% of the lots).

Article V.

Administration

Section 1. The Association and its activities, duties, powers and responsibilities shall be administered by a Board of Directors elected by the membership of the Association.

Section 2. The Board of Directors shall be composed of not less than three (3) nor more than five (5) persons who shall serve in such capacity for a period of one (1) year or until their successors are qualified and elected.

Section 3. The Board of Directors shall establish rules, regulations and bylaws regarding notices of meetings, conduct of such meetings and for the general administration of the Association.

Section 1. Article VI.

Assessments

Section 1. Each lot owner is obligated to pay to the Association an annual, and more frequent if necessary, and special assessments, for maintenance of the dedicated subdivision roads and the administrative expenses of the Association, which are secured by a continuing lien upon the lot against which the assessment is made.

Section 2: Assessments are due thirty (30) days after the date of mailing notice. Assessments not paid when due, shall be considered delinquent and shall bear interest from the delinquency date at the rate of eighteen (18%) percent per annum. The

Association may bring an action at law against the owner or owners of said lots obligated to pay the same and/or may, at the election of the Association, foreclose the lien against the property after the notice and filing of the lien in the manner provided by Wyoming Statutes for materialmen's liens.

Section 3. In the event delinquent assessments are placed in the hands of an attorney for collection or foreclosure, the lot owner or owners shall be responsible for and shall pay all interest, costs and attorneys fees.

XX.

GENERAL CONDITIONS

Each of the conditions and covenants as set forth above shall continue and be binding upon Declarants and upon their successors and assigns, and upon each of them, and all parties and persons claiming under them for a period of twenty-five (25) years from the date hereof, and automatically shall be continued thereafter for successive periods of twenty-five (25) years each. It is, however, provided that the fee title owners of not less than seventy-five (75%) percent of the lots subject to these covenants may release all or any part of the land so restricted from any one or more of said restrictions, or may change or modify any one or more of said restrictions by executing and acknowledging an appropriate agreement in writing and filing the same in the office of the County Clerk for Campbell County, Wyoming. The recorded certificate of an abstractor doing business in Campbell County, Wyoming, as to the record of ownership of the property hereby restricted shall be deemed conclusive evidence of ownership thereof.

XXI.

ENFORCEMENT

The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming under them shall be taken to hold, agree and covenant with the owners of said lots, their successors, assigns, and with each of them, to conform to said restrictions. The purchase of any lot within RED ROCK ESTATES is taken as an assent to be bound by these covenants during the period of ownership and an agreement to pay all assessments, attorneys fees, costs and interests as provided herein. Declarants, the Association, adjoining landowners and/or the owners of any of the lots shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce observance of the restrictions as set forth above, in addition to ordinary legal action for damages. The failure of the Declarant or of the owner of any of the other lots hereby restricted to enforce any of the restrictions herein set forth at the time of its violation shall in no event be a waiver of the right to enforce any subsequent violation. Reasonable attorneys fees shall be recovered in any proceeding, either to enjoin violation of the Declaration of Protective Covenants or to recover damages resulting from such violation. The violation of these restrictions shall not defeat nor render inviolate the lien of any mortgage or deed of trust made in good faith and for value.

XXII.

SEVERABILITY

Invalidation of any one of these covenants by statute, judgment or court order shall in no way or manner effect any of the provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 22 day of July, 1981.

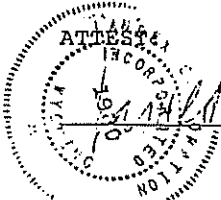
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EXHIBIT "A"

Lots 1, thru Lots 44 of Red Rock Estates , Campbell County Wyoming

LANDEX CORPORATION

BY Robert C. Hartley  
Robert C. Hartley, President

James C. Adams  
James C. Adams



T. Hatcher  
Secretary

Bonnie J. Adams  
Bonnie J. Adams

STATE OF WYOMING )  
County of Weston ) ss.

The foregoing instrument was acknowledged before me this 22 day of July, 1981, by Robert C. Hartley, President of Landex Corporation.

Witness my hand and official seal.

Peggy Joyce Hatcher  
Notary Public

My commission expires 7-30-84.

STATE OF WYOMING )  
County of Weston ) ss.

The foregoing instrument was acknowledged before me this 22 day of July, 1981, by James C. Adams and Bonnie J. Adams

Witness my hand and official seal.

Peggy Joyce Hatcher  
Notary Public

My commission expires 7-30-84.





or repair when the same shall be due, the defaulting party agrees to pay all costs and expenses incurred by the other party, including reasonable attorneys fees.

7. This agreement and all of the terms, provisions and covenants as contained herein shall be binding upon said real property as described herein and shall run with said real property and shall further be binding upon and shall inure to the respective parties hereto, their successors, assigns and representatives.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

STATE OF WYOMING )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_, 1981, by \_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

STATE OF WYOMING )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_, 1981, by \_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

STATE OF WYOMING )  
 ) ss.  
Campbell County )

Filed for record this 29th day of July A. D. 1981 at 4:04 o'clock P.M. and recorded in Book 567 of Photos on page 237 Fees \$ 40.25 **499443**

Virvin E. Addison  
County Clerk and Ex-Officio Register of Deeds

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

By Carl M. [Signature]  
Deputy