

911687

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STATE OF WYOMING)
) ss:
COUNTY OF CAMPBELL)

RIMROCK WEST, L.L.C.
a Wyoming limited liability company

To

THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantor of all lands described below located in Campbell County, Wyoming as the same are more particularly described to-wit:

Rimrock Estates Subdivision, Phase II, a subdivision of Campbell County, Wyoming, located in Section 19, Township 50 North, Range 72 West of the 6th P.M., Campbell County, Wyoming, as shown more specifically on that Plat filed with the Laramie County Clerk on the 22nd day of May, 2008 at Book Number 941 Page Number 68.

(hereinafter "subject property") do hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of uses to which the subject property may be put:

1. **RESTRICTIVE USE.** The subject property shall be known and described as residential lots and will be restricted by covenants contained in these Declarations. It is intended that the owners of such lots will have full enjoyment of the property, subject, however, to the covenants contained in these Declarations. It is the further intent of these covenants to protect and enhance the value, desirability and attractiveness of said property. Restrictions are kept to a minimum while keeping in focus the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger.

2. **USE OF LOTS.** From and after the date of this Declaration, no structure other than a private single family shall be permitted.

a. Modular and/or manufactured homes may be permitted if they meet all other requirements herein and those of the City of Gillette, Wyoming. Modular and/or manufactured homes must be permanently affixed to a load bearing foundation system constructed in accordance with the manufacturer's specification or with HUD's Permanent Foundation Guide for Manufactured Housing. All structures must have a 3/12 pitched and shingled roof with a 6" overhang. All construction including modular and/or manufactured homes shall be new and must comply with all applicable building codes, zoning laws and the minimum building

standards as set forth in this Declaration and as required by the ordinances of the City of Gillette, Wyoming. No structure shall be moved from any location outside the subject property onto any tract of the subject property without the specific, prior written approval of the Architectural Control Committee.

b. All structures shall be placed upon any lot in such a position that the front door of such structure faces and is parallel to the nearest public street. Placement of any structure on a corner lot adjoining more than one public street must be approved by the Architectural Control Committee. Any lot owner who is of the opinion that he or she can demonstrate to the Architectural Control Committee circumstances that would justify the granting of a variance from this requirement may apply in writing for a variance. Such application must include a site plan and state the reasons for the requested variance. No variance from this requirement shall be granted by the Architectural Control Committee until such application has first been submitted to the City Engineer or his designee of the City of Gillette and such official has approved such application in writing. If the official designated by the City for such purpose does not object or respond in writing within ten (10) days after receipt of such application, City approval of such application shall be presumed to have been granted.

3. DWELLING QUALITY AND SIZE. All residential structures shall have a fully enclosed ground floor area devoted to living purposes exclusive of porches, terraces, and garage, of at least one thousand (1,000) square feet. Any dwelling of 1 1/2 or 2 stories shall have a minimum living area of one thousand (1,000) square feet above grade. The ground level shall be at least six hundred fifty (650) square feet. No building shall be erected or permitted to remain on any lot that is more than two stories in height. No single wide homes will be allowed. All structures must be multi-sectional units.

4. COMPLIANCE WITH CITY OF GILLETTE ORDINANCES. Notwithstanding any of the provisions hereof, all structures constructed or placed upon any lot within this subdivision and all uses of any such structures and lots must comply with all applicable ordinances of the City of Gillette, Wyoming, including, without limitation, those which contain site requirements (manner in which the structure is placed on the lot), minimum set-back distances, easements, fence size and location, traffic sight restrictions, nuisance, vehicle and recreational vehicle parking and storage, home occupations and animals.

5. CONSTRUCTION REQUIREMENTS. The exterior surface materials and roofing of any and all dwellings constructed on the subject property after the date of this Declaration shall be subject to approval by the Architectural Control Committee. Roofing material on all primary residential structures must be wood shingles or approved asphalt composition shingles or as otherwise may be approved in writing by the Committee. All dwellings shall be constructed according to Enhanced Manufactured Zoning meeting or exceeding all requirements of FHA prevailing on the date the building is constructed. It is the intention and purpose of this covenant

to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded.

All structures must have hot water service supplied by natural gas hot water heater and heat supplied by a natural gas furnace that meet all industry and governmental requirements for such appliances or forfeit infrastructure development fee.

6. GARAGE'S AND SHEDS. Each home site is required to have a minimum size outside storage shed or a minimum size garage matching the house materials and colors.

a. Shed. Sheds must be of a minimum size of 8' x 8' (64 sqft) and a maximum size of 10' x 12' (120 sqft) with a maximum side wall height of 6 1/2 feet. Sheds must be detached and anchored on concrete slab. They must have a gabled roof with 4/12 pitch and a 6" overhang. Siding and shingles must match the house in materials and color.

b. Garage. Garage's must be of a minimum size of 16' x 22', maximum size not to exceed city code with a maximum side wall height of 8 feet. Garage's must be site built on a concrete slab. Garage's may be detached or attached to the house if the house is on a perimeter foundation and the garage meets footing requirements. Garages must have gabled roof with a 4/12 pitch and a 12" overhang or match the house roof pitch and overhang if attached. Siding and shingles must match the house in material and color.

7. LANDSCAPING. The first grantee of any tract within the subdivision shall be responsible for the installation and continued maintenance of landscaping upon such lot in at least the minimum amounts and quality set forth herein. Within the first 60 days of occupancy, each home site owner is required to prepare the final grade on their lot and properly install lawn sod or hydro-seed on the street face sides of their home site, from the curb or sidewalk to the edge of the home. The remainder of the lot must also be properly planted with lawn grass seed or sod. Two (2) trees must also be properly planted on the home site. No unsightly shelter or wind protection for trees such as used tires shall be permitted. Any trees which die shall be replaced with tree(s) of a height at least equal to the size of that when originally planted. It is the home owners' responsibility to maintain conditions for the healthy growth of the lawn and trees. Occupancy between the August 15 through April 15 will be required to have this planting completed by the following June 15. Garden use on occupied or unoccupied lots must also be properly maintained in a neat, normal order and not be allowed to become overgrown with weeds. Planned landscape areas, including other landscaping elements such as decorative rocks, wood chips, bark and/or mulched or graveled material, and dedicated garden areas do not require grass cover but must be properly maintained at all times.

It is the intent of these covenants that landscaping be installed to enhance such lot, the adjoining tracts and the subdivision; to provide drainage and erosion control and to achieve a harmonious and integrated appearance of such lot with the adjoining lots and the subdivision. Rimrock West

LLC strongly encourages property owners to install Sprinkler systems to help maintain landscaping.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns that exist through the subdivision as a whole. Any proposed changes to the subdivision's natural or designed drainage patterns must be shown on any lot owner's application for approval of construction and must include a complete written definition of all proposed drainage changes.

8. **LOT AND LANDSCAPE MAINTENANCE.** Each home site must be properly maintained at all times. This applies to vacant uninhabited lots as well as occupied home sites. Each lot must be kept clean and neat at all times; ground cover of any type must be properly controlled. Grass or weeds must be mowed regularly and must be mowed at least once every two weeks between April and October. Winter snow removal must be accomplished in accordance with local ordinance.

9. **STRUCTURE MAINTENANCE.** Any structure, house, step, deck, garage, shed, addition or fence must be properly maintained at all times. This maintenance includes periodic repairs in timely fashion, painting, siding, shingling, window, door, screen and fence repair, as required, or any other maintenance considered to be normal in the general maintenance of a home to maintain its value. All sidewalk areas and driveways must be kept in good repair at all times. Raised, sunken or deteriorated concrete must be repaired when noticed to eliminate any potential hazard to homeowners, their guests or the public. All additions to structures located on any lot must comply with City of Gillette ordinances and must match the existing structure in material and color.

10. **BUSINESS ACTIVITY.** No commercial business or trade 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.

11. **GARBAGE AND REFUSE.** No tract shall be used or maintained as a dumping ground for rubbish or junk, specifically auto parts, scrap, lumber or any other items considered to be trash or stock pile storage. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and disposed of at least weekly. No trash, litter or junk shall be permitted to remain exposed upon the premises of any tract.

12. **VEHICLE RESTRICTIONS.** All vehicles kept within the Subdivision, except those vehicles stored within a garage, must be kept in legal condition and currently licensed. All motor vehicles must be parked on a designated hard surface parking area of concrete, brick or asphalt equal to the size of the vehicle being parked. No vehicles will be parked or stored on any grass area. Recreational vehicles, such as motor homes, campers, pull trailers, boats, or other similar

vehicles parked within the Subdivision, will not be stored in the front yard. Horse trailers, panel trucks, vehicles or equipment may not be parked or stored within the Subdivision. Non-standard vehicles such as those listed above and recreational vehicles may be parked on the standard parking pad for a period not to exceed 48 hours for on or off loading or while performing construction and maintenance service only.

13. **FURTHER SUBDIVISION RESTRICTION.** No lot of the subject property may be subdivided into smaller lots. Each lot in the final plat is numbered and there shall be no additional lots created by any method of subdivision or use.

14. **TEMPORARY BUILDINGS.** No structure of a temporary character, trailer, modular, basement, tent, shack or barracks, shall be used on the subject property as a family dwelling, either temporarily or permanently. 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 structures whenever the same have been on the premises an unreasonable length of time. No mobile home shall be converted to a permanent dwelling on the subject property.

15. **FENCES.** All fencing shall be natural wood color, masonry or vinyl residential fencing. Fences constructed on the side or rear yard must not exceed six (6) feet in height. Fences constructed in the front yard must not exceed four (4) feet in height and must meet local ordinances.

16. **PETS AND LIVESTOCK.** No animals, livestock, exotic pets, equine or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats or other domestic household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Additional conditions stipulate that said dogs, cats or any other domestic household pets shall be confined to the lot of the owner, unless leashed or otherwise governed by law.

17. **ANTENNAS and SATELLITE DISHES.** Television satellite dishes two feet (2') or less in diameter which are affixed to a home, garage or outbuilding is acceptable without prior committee approval. Television antennas (and/or specialty antennas utilized for purposes other than television) shall be permitted subject to approval by the Committee. No lot owner shall cause or permit any radio or television equipment on his or her lot to cause interference with the radio or television signals or reception of any other tract owner.

18. **ARCHITECTURAL CONTROL COMMITTEE.** An Architectural Control Committee for the subject property is hereby constituted. This committee is composed of Brett A. Vizina and Dino Moncecchi, or their successors as provided for herein. All notices to the Committee required herein shall be sent to "Rimrock Estates Subdivision Architectural Control Committee, c/o Brett A. Vizina, 1124 Dunn Avenue, Cheyenne, WY 82001." The committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or

resignation of any member, the remaining member shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation of any kind for services performed pursuant to this covenant.

19. **PRIOR COMMITTEE APPROVAL REQUIRED.** No building shall be erected upon any lot within the subject property from and after the date of this Declaration until approval of the construction plans and specifications and a site plan showing the location of the structure(s) has been granted by the Architectural Control Committee. Application for approval is to be made by written notice of intent to construct which shall include the construction plans and specifications and a site plan which must be delivered to the Architectural Control Committee at the above address. The Committee shall consider each such application as to quality of workmanship and materials described, conformance with this Declaration and harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location. The Committee shall advise the applicant in writing of its approval or disapproval within 30 days of receipt of the application. In the event that the Committee disapproves any submitted application, it shall inform the applicant, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such application and/or plans to secure approval.

In the event the Committee or its designated representative fails to approve or disapprove any such application and plans so submitted within 30 days after receipt by the Committee or if a suit to enjoin any non-approved construction is not initiated within sixty (60) days following the completion of the pouring of footers or piers and/or other permanent and visible construction elements, Committee approval will not be required and this particular related covenant shall be deemed to have been fully complied with.

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 Committee approval has been granted. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees and costs of such action.

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 provision, or any provision in this Declaration. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant, and any approval or permission granted by the Committee shall not in any way be construed to mean acceptance of any submission to any private or governmental agency.

20. **BINDING EFFECT; EXTENSION; AMENDMENT.** This Declaration and all restrictions set forth herein run with the land and shall be binding on all parties and all persons

claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time, by an instrument signed by at least two-thirds (2/3) of the then owners of the lots agreeing to amend this Declaration in whole or in part and recorded upon the deed records of the Clerk of Campbell County, Wyoming. Any such amendment shall only bind those lots owned by those persons who actually sign the amendment from and after the date of filing of such amendment.

21. **ENFORCEMENT.** This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the Grantor, its successors and assigns, or by any legal or equitable owner of a lot on the subject property by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees required of the Committee or owner in the proceedings either to enjoin violation or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of this Declaration and these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration. The Architectural Control Committee is in no way responsible for enforcement of the restrictions in this Declaration.

22. **SEVERABILITY:** Invalidation of any one of these restrictions 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 23d day of April, 2008.

RIMROCK WEST, L.L.C., a Wyoming
limited liability company, GRANTOR
By:


Brett A. Vizina
Managing Member

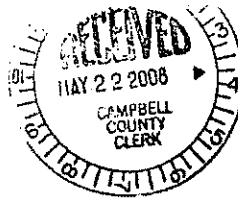
STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

The foregoing Declaration was acknowledged before me by Brett A. Vizina, known to me to be the Managing Member of RIMROCK WEST, L.L.C., a Wyoming limited liability company, this 23 day of April, 2008.

Witness my hand and official seal.

Kaci Collins
Notary Public

KACI COLLINS
Notary Public
Laramie County, Wyoming
My Commission Expires Sept. 18, 2010



911887 Recorded on 5/22/2008 at 3:46:00 Fee 28.00
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Susan F. Saunders, Campbell County Clerk by: R. JORGENSEN

RECORDED ✓
ABSTRACTED ✓
CHECKED ✓