

**Lot 2A, RTFO SUBDIVISION COVENANTS,  
CONDITIONS AND RESTRICTIONS**

The Declarant, for each lot or tract owned within the boundaries of the following described residential properties known as Lot 2A of the RTFO Subdivision, hereby covenant, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to abide by the Covenants, Conditions and Restrictions contained in this Document (Covenants).

**Section 1: Plat of Subdivision:** The plat of the subdivision is incorporated by reference and made a part of the Covenants.

**Section 2 - Purpose of Covenants:** The above referenced lot within the subdivision is subject to the provisions of the Covenants. The provisions of the Covenants are to insure, among other matters, that the lands subject to the Covenants will be developed and maintained as a highly desirable residential area. The Covenants shall be binding on all owners, their transferees, heirs and assigns and shall run with the land. The Covenants are imposed for the benefit of each and every lot in the subdivision. Each and every owner shall have the right to enforce the Covenants.

**Section 3 – Subdivision:** No lot in the subdivision may be divided or subdivided.

**Section 4 - Nuisances:** No noxious or offensive activity shall be carried on upon any lot nor shall any activities be conducted which may become a nuisance in the neighborhood. During construction, all contractors and/or owners shall be required to have adequate trash bins on the property. No trash or construction debris shall be placed on the surface of the lot. The lots are to be cleaned up on a daily basis. All contractors will be required to have toilet facilities on the lot for use by all laborers working on the property. No surplus cement shall be dumped on the lot or any land located within the subdivision. Failure to abide by this Covenant will result in the lot owner having to pay for all costs of trash or construction debris removal or other required remediation and attorney fees and costs related to the collection of the amount owing. No building materials shall be stored on the property except as needed during construction.

**Section 5 – Garbage and Refuse Disposal:** No lot shall be used as a dumping ground for rubbish, trash, garbage or other waste. Each lot owner shall be responsible for removal of garbage, rubbish, trash or other waste. All containers designated for storage or disposal of these materials shall be maintained in a clean and sanitary condition and shall be screened from view of neighboring residences. All trash, rubbish, garbage and other waste shall be removed from the lot at least weekly.

**Section 6 – Sewer:** All septic tanks or other sewage disposal systems must be designed, located and constructed in accordance with all applicable statutes, regulations, and other requirements of the governing authorities and the developer of the lots.

**Section 7 – Water Drainage:** Each lot owner shall be responsible for ensuring that water drainage is continuous to the portion of the lot that adjoins roadways bordering the lot. All culverts are to be constructed in accordance with the applicable County regulations. Lot owners are responsible for the correct installation of all culverts, including those that cross drainage ditches under new driveways.

**Section 8 – Utility Access:** Lot owners will allow utility access for the reading of meters or other measuring devices, installation or maintenance of utilities to the property or any adjoining property. Water is provided by the City of Gillette. Lot owners must meet all requirements of the City of Gillette for water services.

**Section 9 – Livestock:** Recreational livestock (i.e., 4-H, FFA and High School Rodeo Livestock) may be kept on the property provided that all livestock are kept in accordance with all applicable laws, rules and regulations. No commercial enterprise (i.e., puppy farms, livestock boarding facilities, livestock breeding or feeding operations) may be engaged in by lot owners with regard to livestock. All animals must be fenced in so that they do not trespass on adjoining lots. All enclosures must be maintained in a clean and sanitary manner so as to avoid creating a nuisance.

**Section 10 - Types of Homes Permitted on the Lots:** All home construction shall be stick built, modular, or manufactured homes. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes of at least 1500 square feet. Mobile homes designed as single-wide or double-wide shall not be permitted. All modular or manufactured homes as defined by Wyoming Statutes must be 10 years or newer.

**Section 11 - Amendment of Covenants:** These Covenants may be amended by a vote of the lot owners when one hundred per cent (100%) of the land owners agree to the amendment(s).

**Section 12 – Enforcement:** The lot owners shall have the right to enforce, by any proceeding of law or equity, all Covenants now or hereinafter imposed by the provisions of this declaration or the Declaration of Covenants, Conditions and Restrictions. Failure by the lot owner to enforce any Covenant herein contained or contained within the Declaration of Covenants, Conditions and Restrictions shall in no event be deemed a waiver by the owner(s) from enforcing any subsequent Covenant violation.

**Section 13 – Attorney Fees:** Any expense reasonably incurred in collection and/or enforcing any of the above Covenants, which shall include reasonable attorney’s fees and costs incurred by the other lot owner(s) or Association, or its equivalent, shall be assessed against the lot owner who has violated the Covenants.

**Section 14 - Severability:** Invalidation of any one of these Covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

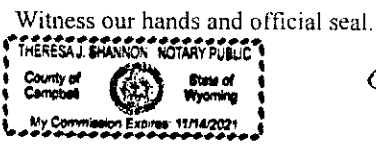
IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand this 29<sup>th</sup> day of October, 2020.

DECLARANT: RTFO Properties, LLC

BY: *Charles W. Reynolds*  
Charles W. Reynolds,  
Sole Owner and Manager

STATE OF WYOMING     )  
  )ss.  
COUNTY OF CAMPBELL )

Subscribed and sworn to before me by Charles W. Reynolds, Sole Owner and Manager of RTFO Properties, LLC, this 29 day of October, 2020.



*Theresa J. Shannon*  
Notary Public

My Commission Expires: 11-14-2021