

RECORDED NOVEMBER 3, 1972, BK 190 PG 525, NO. 616240, B. B. HUME, COUNTY CLERK

DECLARATION OF PROTECTIVE COVENANTS

FOR

RAMBLING RIVER RANCH, INC.

SHERIDAN COUNTY, WYOMING

THIS DECLARATION OF PROTECTIVE COVENANTS made  
this day by RAMBLING RIVER RANCH, INC., a Wyoming corporation,  
referred to as Declarant or Owner,

WITNESSETH, That:

WHEREAS, Declarant is the owner of Rambling River  
Ranch Subdivision and desires to place restrictions on the  
tract of land situate in Sheridan County, Wyoming, said sub-  
division being more particularly described as follows, to-wit:

Lots 1 through 58 of the Rambling River Ranch  
Subdivision, a Subdivision located in the  
S $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 1; SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section  
2; NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 11; and NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section  
12, Township 57 North, Range 84 West of the  
Sixth Principal Meridian, Sheridan County,  
Wyoming.

WHEREAS, the Declarant intends to sell all of the lots, tracts and parcels of land contained in said Rambling River Ranch subdivision,

NOW, THEREFORE, all of the lots, parcels, tracts, and portions of said property shall be held, transferred, sold or conveyed by Declarant, or by it contracted to be sold, subject to the conditions, restrictions, reservations and covenants now on record, and upon the following express provisions, reservations, restrictions and covenants, (hereinafter referred to as the conditions) each and all of which is and are for the benefit of said property and for each owner of land therein, and shall inure and pass with said property, and each and every parcel of land therein, and shall apply to and bind the successors in interest of said owner thereof, and are imposed pursuant to a general plan for the improvement of the aforementioned property.

Said conditions, restrictions, covenants and reservations are imposed upon the lands comprising the Rambling River Ranch subdivision, as an obligation or charge against the same for the benefit of each and every lot and tract therein contained, and the owner or owners thereof, and said conditions, restrictions, covenants and reservations will be imposed upon each and every lot and tract in said subdivision, and are as follows:

(1)

All lots in said subdivision shall be known and described as Residential Suburban lots and will be restricted by all the covenants contained herein, and, in the event the Board of County Commissioners of Sheridan County, Wyoming shall adopt a Zoning Ordinance containing zoning provisions for "Residential Suburban" areas and the same shall pertain to the lands embraced within this subdivision,

all lots shall be restricted also by the Residential Suburban Zoning Restrictions as well--and when there shall be a conflict between the provisions hereof and the provisions of the Zoning Restrictions, the more strict provision shall prevail.

(2)

Only the following buildings, structures and uses are permitted in this subdivision. No buildings or structures shall be erected, structurally altered or enlarged, or land used, except for the following purposes:

- a) One-family dwellings--only one per lot as presently platted. A one-family dwelling is defined as a detached building used exclusively for residential purposes and occupied by one family.
- b) Home occupations, which are defined as any use customarily conducted entirely within a dwelling and carried on by the occupants thereof, which use is clearly incidental to the residential use and in connection with which there is no advertising sign other than one identification sign not more than one (1) square foot in area, and no display visible from the exterior indicating that the building is used for any purpose other than a dwelling.
- c) Accessory buildings or uses, which are defined as being permitted only to the extent necessary and normal to the limited types of use permitted in this subdivision. Accessory buildings and structures are permitted in the rear and side yards; provided that no building or structure is permitted in the side yard within twenty-five ( 25 ) feet of the front lot line, nor within ten ( 10 ) feet of the side property line, nor permitted at all in the side yard abutting a street. All accessory buildings which are not a part of the main building shall be separated from the main building by at least five ( 5 ) feet.

(3)

No lot as presently platted in said subdivision may be re-subdivided.

(4)

There shall be no specific restriction on the height of any residence or accessory building except those imposed by the architectural committee as hereinafter set forth.

(5)

The setback regulations for this subdivision are as follows:

- a) Front yard - is defined as that portion of the lot abutting the platted roadway. Each lot in this subdivision shall have a front yard extending across the full width of the subject property, a depth of not less than twenty-five (25) feet. Except for access drives and walks, there shall be no structures located in a required front yard or in a required side yard abutting a street or adjoining lot. It shall not be permitted to dismantle, repair, or keep any inoperative vehicle, trailer, or mobile home in any front, side, or back yard.
- b) Side yard - There shall be a side yard on each side of the lot extending from the front yard to the rear yard of not less than ten (10) feet.
- c) Rear yard - There shall be no restriction regarding the setback in the rear yard, except those which may be imposed by the architectural committee.

(6)

Fences and walls are permitted, but not required. Such fences and walls shall not exceed six (6) feet in height and where the same are located in a required front yard, or side yard they shall not exceed forty-two (42) inches, provided that no fence shall be built until the plans and specifications of such fence have been submitted and approved by the architectural committee as hereinafter provided.

(7)

There shall be provided and permanently maintained on the premises parking space for not less than three (3) automobiles. Such parking may be on driveways not less than ten (10) feet in width, or in carports or garages.

(8)

All buildings or structures built, constructed or placed upon any lot shall be of new construction

unless written permission to the contrary shall be obtained from the Owners or their successors in interest. No structure or trailer of a temporary character, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No building material shall be stored on any lot for a period of longer than 120 days unless substantial construction is actually in progress.

(9)

No livestock, poultry or other animals other than domestic pets shall be raised, bred or kept for any purpose of any tract. All such pets shall be kept indoors, in a suitable enclosure or confined to the owner's premises, and shall not be permitted to run at large in the subdivision.

(10)

No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage, and other wastes. Trash, garbage and other wastes shall be kept in sanitary containers. All burning of refuse shall be in incinerators approved by the architectural committee. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be placed in any front yard or so close to any adjoining lot as to be unsightly or constitute a nuisance.

(11)

No noxious 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 owner of any other portion of the subdivision. Hunting of any kind on any part of the subdivision is forbidden. No discharge of firearms or fireworks will be allowed in the subdivision.

(12)

All sewer systems must comply with all standards required by the Wyoming Department of Health and Social Services and by any United States Government Public Health Agencies and in addition shall be approved by the architectural committee.

(13)

These restrictions and covenants may be amended or altered at any time upon the approval of the

owner or owners of 75% of the lots in this subdivision.

(14)

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-five (25) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 75% of the then owners of the lots has been recorded, with the agreement to change said covenants in whole or in part.

(15)

All roads within the subdivision will be constructed with gravel surfacing by Owners. Thereafter all roads dedicated to or within the subdivision are to be maintained, improved and repaired when necessary by all adjacent tract owners on an equal share of the cost basis; provided, however, that the cost of snow removal during the winter months shall be borne only by those tract owners actually residing in the subdivision at the time.

(16)

All utilities in the subdivision will be placed underground. The owner of each tract shall be responsible for installing the utilities on their tract, said installation to be at the cost of the owner of such tract.

(17)

All towers or radio or television antennae which extend higher than the highest roof line of the dwelling house on each lot shall first be approved by the architectural committee.

(18)

ARCHITECTURAL COMMITTEE: There is hereby created an Architectural Committee which shall consist of at least seven property owners in the subdivision who shall be elected by the property owners and serve for a term of two years. Election of said members shall be on or before the 10th day of January, 1973 and on or before the 10th day of January of each year thereafter. On or before January 10, 1973, four members shall be

elector for a two-year term and three members shall be elected for a one year term and thereafter elections shall be made for two-year terms. Notice of the election to the architectural committee shall be sent to all property owners at least fifteen days prior to the date set for the election.

(19)

Prior to the construction of any dwelling, out-building, fence, tower or any other structure upon any of the property within the subdivision, the plans and specifications of such structure shall be presented to the architectural committee for approval. Within seven days after submission of any such plans to the committee, such committee shall determine whether the plans and specifications conform to the general architectural scheme within the subdivision and also comply with the regulations contained in these covenants or any amendments or additions thereto. Any construction shall proceed with due diligence and shall be completed within one year after the commencement of such construction.

(20)

Lot 29 of the Subdivision which has been set aside in the agreements between the parties as a condominium to be constructed by A-B-C Builders, Inc. shall be the only exception to the requirement of single family dwellings provided herein, but said condominium shall be constructed in compliance with any and all other covenants contained herein including the requirement that plans and specifications of such condominium be passed upon and approved by the architectural committee.

(21)

No lot within the Subdivision is sold or conveyed with existing water and sewer. In the event a water and/or sewer system becomes available to the Subdivision, all lot owners shall be required to pay their pro rata share of the cost of such system and also to hook up to any such system within sixty days after it becomes available and the costs of such hookups shall likewise be the expense of the lot owner.

(22)

From time to time the architectural committee shall establish the minimum cost which shall be required for the construction of any residence in the Subdivision. Until subsequently amended by the said architectural committee, the minimum cost of each

residence shall be at least \$35,000, excluding the cost of the lot. At no time shall the architectural committee amend the price to a lower amount.

(23)

Owners and their successors shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein and allocate and assess the costs for the improvement, maintenance, and repair, of all roadways and recreational areas. Upon the violation of any covenant, or upon the failure to pay any assessments, written notice of such violation or failure shall be directed to the violator who shall have ten (10) days after receipt of the said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, Owner or its successor, may re-enter and take possession of the violator's premises and correct the violation. In addition, damages may be assessed against the violator at the rate of \$25 per day for each day the violation continues after the ten day notice. In the event suit is required to collect any sums due, or to enjoin the violation of any of the covenants contained herein, violator, in addition to any of the other penalties provided herein or which may be assessed by a Court, shall be liable for all attorney's fees and costs incurred by Owner or its successors in bringing such action.

(24)

In the event any one of the covenants or restrictions contained herein is invalidated by a Judgment or Court Order, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this "Declaration of Protective Covenants for Rambling River Ranch" this 3rd day of November, 1972.

RAMBLING RIVER RANCH, INC.

By: Vincent Paul Johnston

President

ATTEST:

John E. Tracy  
Secretary



STATE OF WYOMING

County of Sheridan

ss.

The foregoing instrument was acknowledged with  
November  
on this 3rd day of XXXXXXXX, 1974, by Vincent Paul  
Johnston, President of Remarking, Inc.



WITNESS my hand and official seal.

Janet Catterall  
Notary Public

My Commission expires: May 20, 1974.