

Declaration of Protective Covenants  
Rawhide Subdivision

Article I

1. SOL Land Development, LLC, including the members and owners, Shawn Madden and Lex Madden, being the owners of all of the lots and lands in :

Lots 1 through 6, Block 1, Lots 1 through 14, Block 2, Lots 1 through 12, Block 3, and Block 4, situated in the Southwest Quarter of Section 5, and the Southeast Quarter of Section 6, all in Township 24 North, Range 61 West of the 6th P.M., Goshen County, Wyoming.

desiring to keep said lots available for primary use as a residential area in the future, do hereby covenant and agree that all of said lots owned by the Owners in the Rawhide Subdivision are held subject to and with the benefits of all restrictions, additions, covenants, charges, and agreements contained herein, and further covenant and agree that any subsequent grants of any of said Lots now owned by them shall be subject to the following covenants and restrictions, to-wit:

Article II

General Purposes and Conditions

1) The real property described in Article I hereof is subject to the conditions, restrictions, regulations, reservations and easements hereby declared to insure the best use and most appropriate development and improvement of each residential tract and to protect the owners of tracts against improper use of surrounding tracts, as such use will depreciate the value of the property, and in addition thereto to preserve, insofar as is practical, the natural beauty of such property, and to provide for the highest and best use and development of said properties, and to encourage and secure the orderly development and the uniform plan for the development for the whole of the said real property hereinbefore described. The conditions, restrictions, regulations, reservations and easements hereinafter set forth are imposed separately upon the hereinabove described property designated as residential lots.

2) Said property shall be improved only by the erection of private dwellings or residences constructed of new materials, together with a garage which may be attached or detached from said dwelling; barns or animal shelters may also be constructed but must be of new materials and designed to be sturdy, attractive, and fit the design externally as to conformity and harmony of the general area; no old buildings, whether intended for use in whole or part as the main residential or for use as a garage, barn, shelter, or other buildings, shall be moved upon said premises. No used materials may be used to

construct homes, garages, barns, or animal shelters. New manufactured homes built to UBC code or better are acceptable. Manufactured homes built to HUD specifications, single or double wide mobile homes, are not acceptable. All homes must be on permanent foundations. No used manufactured homes may be moved on property, without written approval of homeowner's association, regardless of conforming to UBC codes. Each resident unit shall be occupied by a single family, their household guests or servants and employees. No trailer, mobile home, tent, shack, or other outbuilding, will be placed or erected, temporarily or permanently.

3) Animals for the following purposes will be allowed in Rawhide subdivision; 4-H, FFA or other youth activity projects, recreation roping or riding, animal husbandry projects. The number of animals allowed to be on each individual property on a permanent basis (for more than 14 consecutive days) shall be limited by the occupants of said property to no more than 2 (two) head of livestock per acre of lot occupied, with the exception of sheep and goats. The number of sheep and goats allowed shall be 4 (four) head of sheep or goats per acre. All animals allowed per acre shall be defined as animals past the age of being weaned. Animals that are not weaned are not considered animals for purposes of number allowed per acre. Hogs will be permitted for 4-H, FFA or other youth activity projects, but will be limited to 2 (two) head per acre, and the hogs cannot be used for reproductive purposes. "Used for reproductive purposes" means that the animals cannot be gestating nor can any hogs reproduce offspring while within the Rawhide Subdivision. (Example, 3 acre property will be allowed no more than 6 head of livestock to permanently be housed on property; 5 acres will allow 10 head of total livestock per property) In the case of lots that have uneven number of acres in property, acreage will be rounded off to the nearest 1/2 acre and multiplied by 2 (two) to determine the allowable head of livestock. (ex. 3.4 acres will be rounded to 3.5 and multiplied by 2 to allow 7 head of livestock). Dogs, cats, birds, etc. may be kept thereon in reasonable numbers as pets for the pleasure and use of occupants, but not for any commercial use or purpose. Dogs, cats, birds, or other pets are not to be counted as livestock. Birds shall be confined in appropriate structures, and dogs shall be strictly controlled at all times by their owners so said dogs do not become a nuisance to neighbors and others. All pertinent structures, for the housing and sheltering of animals allowed hereunder and pens therefore, shall be attractive and conform and harmonize with the external design of the dwelling upon the lot and existing structures in Rawhide subdivision.

4) No billboards, junkyards, accumulations of junk items, manufacturing or commercial enterprise will be allowed on the real property above described. The owner of each tract shall control the weeds and all noxious plants on the tracts. Any pesticides and/or herbicides used to control weeds or insects shall be used in strict compliance with the manufacturer's label, and the applicable regulations and statutes of the State of Wyoming. No vehicle of any kind that does not have a current registration will be allowed to sit outside of a garage for more than a period of thirty days. No vehicle of any kind that is not in running condition will be allowed to sit outside of a garage for more than a period of thirty days.

5) Each building site owner must assume the burden of developing a septic

system for his own domestic use. Septic systems shall be installed and maintained at all times in accordance with all applicable rules and regulations of any public agency and in accordance with any rules established by the developer not inconsistent with the rules and regulations of the public agency.

6) Water systems shall be installed and maintained at all times in accordance with all applicable rules and regulations of any public agency and in accordance with any rules established by the developer not inconsistent with the rules and regulations of the public agency. While underground water supplies in this area are known to be plentiful, nitrate levels may be high, it is recommended that drinking water for infants and elderly be treated by reverse osmosis.

7) The owners of two or more homes may join together in the installation and maintenance of the septic system or water supply facilities, for their joint use, so long as all applicable rules and regulations of any public agency are met, in addition to obtaining written approval of the developer.

8) There shall be no incineration or burning of garbage, trash, or other waste or debris, on any building lot. All such waste material, except that which may be cleanly and efficiently disposed of through the use of sanitary sewer systems, shall be hauled for disposition to a designated area or shall be disposed of in such other manner that may be designated by Owner's Committee of Rawhide Subdivision. Garbage containers shall be covered and kept inside or in appropriate structures until hauled away and disposed of properly.

9) No hunting of , shooting at or harassing of birds, animals or any wildlife will be permitted.

10) The public health laws of the State of Wyoming shall be strictly adhered to by the occupants of the above described real property and violation of such laws shall be enforceable under the enforcement provisions hereinafter set forth.

11) Exterior construction of any structure on private building sites must be completed (including all finishing work) within twelve (12) months from the date of commencement of said construction.

12) The ground floor area of the main dwelling , exclusive of open porches and garages, shall not be less than 1200 square feet of habitable living space in the case of one-story buildings, or less than 700 square feet of habitable living space on the ground floor level in the case of multi-level structures. In the case of duplexes, if any, these figures shall be multiplied by at least 2. Owners may only use earth tone colors on their structures. No buildings for residential use shall exceed thirty-five (35) feet to the top line of the roof joist from average grade at side elevation.

13) Easement is reserved, as shown by the recorded plat, on each lot for utility installation and maintenance. No trees are to be planted nearer than fifteen (15) feet to

any easement line. No trees or plantings or structures shall be allowed which would obstruct the view of vehicular traffic at any corner lot.

14) All utilities in this subdivision are to be installed underground. Any fence that is constructed across utility easements shall include a gate sufficient to allow utility company to access and maintain lines.

15) No building shall be erected, placed or altered on any building plot or lot in this subdivision until the building plan, specification and plot plan has been submitted to the Committee representing the Homeowner's Association, showing the location of such building in relation to the boundary lines of said building plot or lot have been approved, in writing, as to conformity and harmony of external design with existing structures in the neighborhood, and as to location of the building, with respect to topography and compliance with these covenants. In the event that said committee fails to approve or disapprove such design or locations within thirty days after the plans have been submitted to it, such approval shall not be required and this covenant shall be deemed to be fully complied with.

16) If the parties hereto, their heirs or assigns shall violate or attempt to violate any covenants herein contained, it shall be lawful for any other person or persons owning real estate situated in Rawhide, to prosecute proceedings at law or equity against the person or persons violating or attempting to violate any of such covenants and to recover damages for such violation. In any action for the enforcement of these restrictions, if the relief prayed for is granted in whole or in part, the applicant for relief shall be entitled to recover necessary costs of the action, including attorney's fees and costs.

17) These covenants, restrictions and conditions shall run with the land and it shall be binding upon all parties and all persons claiming until June 1st, 2013, at which time these covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the owners of the lots and parcels of Rawhide Subdivision it is agreed to change said covenants in whole or in part. Each lot owner shall be entitled to one vote for each lot owned .

18) Invalidation of any of these covenants or parts thereof by a judgment or court order shall in no way affect any of the other provisions of these covenants which shall continue to remain in full force and effect.

### Article III Owner's Association

After Owners have sold three tracts of land, there shall be formed an Owner's Association for the purpose of developing and operating the subdivision. All owners of real property in the subdivision, except for the owner or owners of Block 4, shall be members of such Owner's Association and shall be governed by its agreements. It is understood, however, that the owner or owners of Block 4, shall be bound by the Rawhide Subdivision Declaration of Protective Covenants. The owner or owners of Block 4 are not bound to belong to the Owner's Association, because the irrigation ditch isolates the property from the other owners in such a way that they should not be required to participate in the costs of maintaining roads, etc. The owner or owners of Block 4 will be responsible for the cost of maintaining their own access roads, and should not look to other owners or members of the Rawhide Subdivision Owner's Association to share in the cost of said maintenance. The Association shall have the authority to make charges and assessments to the members as are reasonably necessary to carry out its functions and duties. Each individual owner, unless otherwise provided in the Association Agreement, has equal voice in the operation of the subdivision. The Association shall have the power to levy assessments, which assessments shall be in two classes: Capital Assessments, and Operating Assessments.

Such assessments may be levied by the Board of Governors of the Association against any parts of real property in the subdivision. Assessments shall be billed on a monthly basis and notice of the same shall be communicated to each property owner on or before the first day of each month. All assessments shall become due three days after the date of mailing. The Association has the authority to impose reasonable charges for interest and penalties for overdue payments. Unpaid assessments, upon notice hereof being duly filed of record, shall be a lien against the parcel of real property against which the unpaid assessment was paid. Such a lien may be foreclosed upon in a like manner as mortgage on real property, with foreclosure proceedings, and may include any additional court costs and reasonable attorney fees.

The Owner's Association shall have the authority and obligation to maintain the roads and streets, mail delivery structures, public utilities and any other future improvements that may be agreed upon by a majority of the property owners. It is further understood and agreed that if it is decided by a majority of the lot owners to pave the roads or streets located within the subdivision, that each lot owner will be responsible for 1/32 of the total cost of said paving.