

STATE OF WYOMING )  
 ) §  
 COUNTY OF CAMPBELL)

TO THE PUBLIC:

**FIRST AMENDED DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS  
 FOR  
 ROZET RANCHETTES**

THIS FIRST AMENDED DECLARATION is made on the day hereinafter set forth by Rozet Ranchettes, LLC; a Wyoming limited liability company, as the legal owner of the property situated in Campbell County, Wyoming, described herein. Seventy-five percent (75%) or more of the tract owners within Rozet Ranchettes have voted to approve this amendment.

**ARTICLE I  
 DEFINITIONS**

1. The "Declarant" shall mean Rozet Ranchettes, LLC.
2. The "Land" shall mean the following described real property located in Campbell County, Wyoming:

See attached Exhibit "A".

The Land is also collectively referred to as the "Rozet Ranchettes."

3. "Tract or Tracts" shall mean any parcel or parcels of real estate contained within the Land.
4. The "District" shall mean the Rozet Ranchettes Improvement and Service District, a Wyoming improvement and service district formed pursuant to W.S. §18-12-101, et. seq.
5. The "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title in any Tract which is part of the property, including contract sellers, but excluding any of those having an interest merely as security for the performance of an obligation.
6. "Covenants" or "Declaration" shall mean the Declaration of Covenants, Conditions and Restriction For Rozet Ranchettes contained in this document.

7. "Mobile home" and "trailer house" shall mean a transportable home connected permanently to a chassis which allows the home to be transported.

## **ARTICLE II PURPOSE**

This Declaration is established in order to provide a general plan for the improvement and development of the Land. The Declarants desire to subject the Land, and any subdivisions thereof, to certain conditions, covenants and restrictions.

NOW THEREFORE, the Declarants hereby declare all of the Land shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Land and be binding on all parties having any right, title or interest in the above-described Land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## **ARTICLE III ROZET RANCHETTES IMPROVEMENT AND SERVICE DISTRICT**

Declarant is forming the Rozet Ranchettes Improvement and Service District pursuant to W.S. §18-12-101 et. seq. The roadway easements located within the Land are subject to the District. All maintenance and repairs to the roadway easements located within the Rozet Ranchettes shall be the mutual responsibility of all Tract Owners and shall be paid by each Tract Owner as assessed by the District. Should the Tract Owner not pay his/her share of any assessment, then the District shall have a lien against the Tract in addition to the statutory lien as provided for in W.S. §18-12-119, and any amendment thereof in addition to any remedies provided for in this declaration.

The central water system and utility easements located within the Land are also subject to the District. All maintenance and repairs to the water system and utility easements located within the Rozet Ranchettes shall be the mutual responsibility of all Tract Owners and shall be paid by each Tract Owner as assessed by the District. Should the Tract Owner not pay his/her share of any assessment, then the District shall have a lien against the Tract in addition to the statutory lien as provided for in W.S. §18-12-119, and any amendment thereof in addition to any remedies provided for in this declaration.

## **ARTICLE IV MINIMUM SETBACK REQUIREMENTS**

Each structure on a Tract shall have a fifty (50) foot minimum setback distance measured from any Tract boundary line to the nearest wall of a structure.



**ARTICLE V  
LANDSCAPE DEVELOPMENT**

All Tracts disturbed by construction shall be reclaimed with ground cover consistent with the topography of the surrounding area in a manner to avoid erosion.

**ARTICLE VI  
VEHICLES**

No vehicles, trailers or any vehicular equipment shall be parked along any of the dedicated easements located within the Land. Storage or long-term use of said vehicles or trailers outside of an approved outbuilding is not permitted. Unlicensed, unused, stripped down, partially wrecked, immobile or inoperative vehicles must be parked in approved outbuildings. Truck-tractors and/or semi-trailers and/or commercial two-axle vehicles, which are twenty (20) feet in length or greater, are not permitted to park anywhere within the Land unless the vehicle or trailer is used in the homeowner's primary occupation.

**ARTICLE VII  
SANITARY SYSTEMS**

All septic tanks or other sewage disposal systems must be designed, located and constructed in accordance with the regulations, requirements and standards of the Wyoming Department of Environmental Quality and any other State or County agency having jurisdiction over the Land.

**ARTICLE VIII  
WATER USE**

Water from the central water system shall be used exclusively for the properties within the District for ordinary residential use, subject to the restrictions contained herein. No wash bay, commercial use or use which significantly increases water usage shall be allowed without the written consent of the Declarant. No more than four (4) outside water faucets shall be installed on any home. Owner shall not irrigate more than one acre, and will not maintain more than one (1) five hundred (500) gallon stock water tank, from the central water system.

**ARTICLE IX  
PROHIBITION AGAINST NOXIOUS ACTIVITY ON TRACTS**

No noxious activity shall be permitted on any Tract which is a nuisance to adjoining Tracts or which could foreseeably become a nuisance to adjoining Tracts. Overgrazing, or using the property in such a manner that creates or permits erosion or other waste, shall be considered a nuisance.

**ARTICLE X  
AESTHETIC MAINTENANCE**

All property shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the Land.

**ARTICLE XI  
TEMPORARY AND GUEST QUARTERS**

With the exception of a motor home or travel trailer as allowed in this Article, no structure of a temporary character, such as a mobile home, basement, tent, shack, garage or other building, shall be used on any Tract at any time as a residence, either temporarily or permanently. However:

- (a) An Owner or Owner's guest may locate or live in a motor home or travel trailer on a Tract for up to three separate ten-day periods per calendar year provided that the motor home or travel trailer is removed from the Tract for at least ten days between the periods of location and occupancy.
- (b) An Owner may locate and live in a motor home or travel trailer on his or her Tract for a period not to exceed eighteen (18) months during the term of actual construction of the permanent dwelling upon the Tract. The motor home or travel trailer shall be promptly removed or stored after completion of the permanent residence pursuant to these Covenants.

**ARTICLE XII  
OWNER LIABLE FOR LESSEE**

Any Owner who leases or otherwise transfers any interest in a Tract shall be responsible for assuring compliance by the Lessee or assigned interest holder with all provisions of these Covenants and any assessments by the District. The Owner shall be jointly and severally responsible with the Lessee for any such violations.

**ARTICLE XIII  
TELEPHONE, ELECTRICAL AND UTILITY WIRES**

All telephone, electrical and other utility wires and/or cables must be placed underground from the trunk lines to each residence.

**ARTICLE XIV  
FENCES**

Any fences constructed on a Tract shall be rail or other suitable open wood construction or smooth wire, barbed wire or steel/wood gate construction.



## **ARTICLE XV SIGNS**

The Declarant may place a sign at each entrance to the Land advertising the name of Rozet Ranchettes. No other signs are permissible except for "For Sale", "For Rent", and "Private Driveway" name signs.

## **ARTICLE XVI BUILDING PLANS AND APPROVAL**

Until such time as seventy-five per cent (75%) of the Tracts have been sold, the Declarant shall have the authority and responsibility for approving or disapproving of proposed construction and location plans to determine compliance with these Covenants. The Declarant may resign from this responsibility by delegating the same to the Board of Directors of the District in writing. If the stated percentage of lots has not been sold the Declarant may withdraw its resignation at any time by writing to the Board of Directors.

Upon the sale of seventy-five per cent (75%) of the Tracts, the Board of Directors of the District is charged with the authority and responsibility for approving or disapproving proposed construction and location plans to determine compliance with these Covenants. The Board of Directors may delegate all or a portion of its oversight responsibilities to an Architectural Control Committee consisting of three or more Owners.

No building shall be erected, placed or altered on any residential Tract until the construction plans, specifications and a plan showing the location of the structure have been approved in writing by the Declarant, a majority of the Board of Directors or Architectural Control Committee. In the event the Board of Directors or Architectural Control Committee fails to take action of either approval or disapproval of the plans and specifications within thirty (30) days after the plans and specifications have been submitted to the Board of Directors or Architectural Control Committee, the plans shall be deemed to have been approved.

## **ARTICLE XVII CONSTRUCTION REQUIREMENTS AND ARCHITECTURAL REVIEW**

1. Objective. Declarant's objections are 1) to carry out the general purposes expressed in this Declaration; 2) to assure that any improvements or changes in the properties will be good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and, 3) to assure that materials or workmanship of all improvements are of high quality and comparable to other improvements in the area.

All structures shall be constructed in accordance with applicable Campbell County building codes and with more restrictive standards than may be required by the Committee.

2. Architectural Control Committee Responsibilities. The Committee may revise the Rozet Ranchettes Improvement and Service District's Declaration of Covenants, Conditions and



Restrictions provided that a majority of the Committee approves the proposed revisions.

3. **Matters Requiring Approval.** Prior written approval shall be obtained from the Committee with respect to all matters stated in the Declaration as requiring such approval. A matter requiring approval of the Committee shall be submitted to its Chairman, or as the Committee otherwise designates. Building plans must include floor plans, foundation design, a color scheme, a site plan (with building locations, grades and landscaping), and a proposed construction schedule, and must show back, side and front elevations, indicating roof design, window size and placement, an exterior style and finish. Building units that are to be pre-fabricated off-site must have the preliminary or sales plan submitted to the Committee for a preliminary review to determine if the construction and the design and the style, windows, roof lines, and details meet the minimum criteria, provided that the preliminary review does not relieve the Owner from the obligations to meet the remaining review requirements applicable to all Dwellings. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change in or alteration of any Lot or the improvements located thereon be made, nor shall any clearing of trees or change of property grade be made, until the plans and specifications showing the nature, kind, shape, elevations, heights, location and grade, design and proposed location on a Lot have been submitted to and approved in writing by the Committee.

The submitted plans and specifications shall be 11 x 17 inches for convenient reproduction.

4. **Procedure.** Whenever approval is required of the Committee, appropriate building plans and specifications shall be submitted to the Committee. Construction plans shall identify the general contractor and all subcontractors. The Committee shall either approve or disapprove such design and location and proposed construction and clearing activities within thirty (30) days after said plans and specifications have been submitted to it; except that, if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. If such plans and specifications are not approved or disapproved within thirty (30) days after submission, approval will not be required and this Article will be deemed fully complied with; provided that nothing herein shall be deemed to waive the obligation of each Owner to comply with the substantive Covenants and restrictions of these Development Standards. At the discretion of the Committee, a reasonable filing fee established by the Committee shall accompany the submissions of such plans to defray expenses. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations. A copy of each approved set of plans and specifications shall be kept on file by the Committee.

5. **Minimum Criteria for Architectural Review Approval and General Restrictions on All Tracts.** No dwelling shall be permitted to be constructed upon the Property, nor shall the Committee be required to approve any construction, which does not comply with the following minimum requirements:



- (a) Each Tract shall be constructed upon, improved, used and occupied only for private residential purposes. No business, commercial, industrial or manufacturing activity is permitted, whether conducted for profit or not, with the sole exception of a properly licensed in-home daycare facility. No dwelling or any part thereof shall be used as a boarding house, except Owners may lease single-family residences and outbuildings, for residential purposes only.
- (b) No more than one single-family residence, one guest house, one garage, either attached or detached, and two service-type barns, stables, or sheds, shall be constructed on any Tract.
- (c) All residence construction shall be stick-built, log homes or modular homes, which shall be placed on a permanent foundation or an engineered pier system. For all modular homes, a permanent foundation shall mean an engineered concrete foundation or an engineered concrete pier system. No mobile homes, trailer houses or manufactured homes shall be constructed or placed on the land. No residential structure moved to, or placed on, the property shall be older than two years. No structure shall have rolled roofing or tar paper exterior. All exteriors shall be of wood, stone, brick, stucco, steel, or vinyl siding only. All roof materials shall consist of wood shakes, asphalt shingles, or metal (not corrugated tin). The principal residence shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces, and garage, of no less than 1,200 square feet for a one-story dwelling. Where a single-family dwelling contains more than one level, the first two levels shall equal no less than 1,500 square feet of floor area. All construction shall be completed within eighteen (18) months following groundbreaking. All construction, including utilities, shall meet the building codes for Campbell County on the date of commencement of said construction.
- (d) All outbuildings such as, barns, stables or sheds shall be stick built, log, or pole barn construction. Outbuildings exteriors shall be wood or metal that is esthetically consistent with the residence on the Tract and shall not be tar paper, unpainted corrugated tin or other metal, or slab wood.
- (e) The existing structures located on Lots 35 and 36 shall be exempt from all structural and architectural requirements herein.
- (f) Any Dwelling constructed must have a 4.12 or steeper pitch for roof slope, must include either domers or gables, and must have a front elevation that is aesthetically pleasing and compatible with other Dwellings in the area. A flatter roof that is aesthetically pleasing and is compatible with other dwellings in the area may be considered by the Committee on a case-by-



case basis. The front elevation must include a roof design with various breaks created by eaves and overhangs, consideration of window size and placement, and an appealing exterior style and finish. Eaves must extend a minimum of eighteen inches (18") beyond the exterior siding and stone or brick. A narrower eave that is aesthetically pleasing and is compatible with the other dwellings in the area may be considered by the Committee on a case-by-case basis.

- (g) All garages shall be minimum two-car garages attached to the main dwelling with no more than two doors each, a maximum of fifteen feet (15') wide. The Committee, in cases, may permit variation where peculiar architectural considerations require a space separation between the dwelling and garage or in the event that rear access would provide an opportunity for a detached garage. In such cases, the Committee will have the right to specify the locations of any garage detached from the Dwelling and whether the garage must be attached by a "breczeway structure." No garage shall exceed twenty-five feet (25') in height.
- (h) All pools and spas must be constructed clear of any required setbacks and in accordance with the Campbell County regulations. All pools must be fenced and all spas skirted with related equipment screened from view.

6. Chimneys, Outdoor Fires, and Fireplaces. Wood burning stoves and fireplaces are allowed.

7. Exterior Colors. The color combination of exterior materials should generally be subtle and tasteful to blend with the neighborhood and landscape. However, brighter accent colors which are used judiciously and with restraint may be permitted. Traditional white, muted pastels, beiges, earthtones and greys are acceptable wall colors. Colors approaching the primary range (red, blue and yellow) are discouraged, as are drastic contrasts in value (light to dark). Extreme contrasts in colors in individual masonry units or between masonry units and their grout matrix should be avoided. Roofing materials should be of darker tones, avoiding whites, off-whites, bright colors, light pastels, or highly reflective metal surfaces.

All color schemes must be approved by the Architectural Control Committee prior to their application to any portion of a residential structure. It is the intent of the Board to preclude the use of colors that would appear garish or out of place and, therefore, offensive to the eye.

8. Changes or Additional Construction. All changes or additions to the approved plans before, during, or subsequent to their initial construction must be approved by the Committee before the alteration may be implemented.



9. General Provisions:

- (a) The Committee may delegate its plan review responsibilities to one or more of its members or architectural consultants retained by the Committee. Upon such delegation, the approval or disapproval of plans and specifications by such member or consultants shall be equivalent to approval or disapproval by the entire Committee.
- (b) The address of the Committee shall be: Architectural Control Committee, 4402 Collins Road, Gillette, WY 82718, unless otherwise specified in the Development Standards. Such address shall be the place for the submittal of plans and specifications and the place where the current Development Standards will be kept.
- (c) The establishment of the Committee and the procedures for architectural approval shall not be construed as changing any rights or restrictions upon Owners to maintain or repair their Lots as may otherwise be specified in this Declaration.
- (d) The Committee shall approve or disapprove any plans and specifications submitted to it in accordance with the Development Standards within such period as may be specified in the Development Standards or the Declaration.

10. Controls: Applicable During Construction. Each Owner shall be responsible for the conformance with all such rules by the Owner's builder and contractors:

- (a) At all times during the construction period, a trash dumpster shall be located on the site and all construction debris shall be placed in dumpster.
- (b) The roads shall be kept clean at all times. Any dirt or debris which is deposited on any road or other Lot by any vehicle entering or leaving the Owner's site shall be cleaned and removed immediately.
- (c) Building materials shall be stacked neatly on the site and shall not be stored on adjoining property. Adjoining property shall be restored if damaged.
- (d) All equipment which is used in excavating or construction and which is not rubber-tired shall only be loaded or unloaded within the boundary lines of each respective Lot where excavating or construction is being performed.

11. Easements Reserved with Respect to Lots. Easements under and through each Lot are dedicated to the public and reserved for utilities and access as so noted on the plat approved and filed with the County Clerk. Declarant reserves the right to ingress and egress as reasonably necessary to exercise such easements as follows:



- (a) The Owner shall not place any structure, with the exception of fencing, on any easement or setback area and shall be responsible for maintaining the easement. Any damages caused by an easement user or right to the easement shall be repaired and restored by such user.
- (b) No Owner shall have any claim or cause of action against Declarant, the Improvement and Service District, the Architectural Control Committee or its successors, assigns, or licensees arising out of exercise or non-exercise of any reserved easement except in cases of willful or wanton misconduct.

12. Deviation from Covenants and Restrictions. The Architectural Control Committee shall have the power to enter into agreements with the Owner of any Lot without the consent of the Owner of all adjoining Lots, to deviate from the provisions of the Covenants within the jurisdiction of the Committee for reasons of practical difficulty or particular hardship which otherwise would be suffered by such Owner. Any such deviation, which shall be manifested by written agreement, shall not constitute a waiver of any such Development Standards as to other Lots in the Property.

13. Exceptions. Lot 38, of Rozet Ranchettes, Phase I, Campbell County, Wyoming, shall be excepted from the requirements of Article XI, Article XVII and XVIII herein, provided that Lot 38 is used for the purpose of constructing a temporary model home which shall be used to display various construction material selections, design concepts and to otherwise facilitate the sale of lots and the design and construction of homes within Rozet Ranchettes. A display trailer or mobile home may be used in lieu of constructing a model home, provided that any such trailer or mobile home cannot be established as a principal business location and cannot be used as "crew quarters" or housing for construction labor. Any temporary model home, trailer or mobile home used for this purpose may remain on lot 38 for a period of no more than twenty four (24) months. Any permanent structure or dwelling constructed on lot 38 shall not be exempt and must be constructed in compliance with all provisions of these covenants.

#### **ARTICLE XVIII OTHER PROHIBITED USES**

1. No part of a Tract shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or other non-residential purpose, including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, commercial trucking, construction yard, or other place of amusement.
2. Hunting. No hunting by the general public shall be allowed on any Tract.

#### **ARTICLE XIX MINING AND QUARRYING OPERATIONS**

No mining or quarrying operations for gravel or other natural resources contained on the surface of the Land shall be allowed.



## ARTICLE XX ANIMALS AND LIVESTOCK

Recreational livestock will be allowed such as 4-H, FFA and High School Rodeo livestock. No commercial livestock such as puppy farms, livestock boarding facility, livestock breeding or feeding operations will be allowed on any Lot. Livestock and pets (dogs and cats) will be permitted, provided they are kept under control in an area that is adequately fenced and the premises are kept in a clean and sanitary condition.

## ARTICLE XXI NO SUBDIVISIONS

No Owner may further subdivide a Tract, either by formal subdivision or by sale of a Tract in more than one parcel.

## ARTICLE XXII RUBBISH AND TRASH COLLECTION

No Tract shall be used or maintained as a dumping ground for rubbish or trash. All rubbish, trash and garbage shall be regularly removed from each Tract, and shall not be allowed to accumulate thereon. Each Tract Owner shall be responsible for arranging private pickup and removal of garbage at least once every two (2) weeks. All refuse containers, storage areas, machinery and equipment shall be maintained in a clean and sanitary manner and secured so trash may not be blown or scattered in any manner.

## ARTICLE XXIII MISCELLANEOUS PROVISIONS

1. Severability. In the event a court of competent jurisdiction declares any portion of these Covenants to be invalid or unenforceable, the remaining provisions of these Covenants shall remain in effect.
2. Effect and Duration. These Covenants shall run with the Land and shall be for the benefit of and binding on each Tract, Owner, and their respective heirs, assigns, agents, invitees, social guests, and successors in interest and shall continue to be of full force and effect perpetually unless these Covenants are terminated pursuant to the laws of the State of Wyoming.
3. Amendments. These Covenants may be amended by a vote of seventy-five percent (75%) or more of the Tract Owners.
4. Enforcement. Any Tract Owner, the District, Board of Directors of the District, or any officers thereof may institute proceedings at law or in equity to enforce any of the provision of these Declarations, to restrain any individual or entity from violating or threatening to violate

these Covenants, to recover damages, both actual and punitive, for such violations and shall be entitled to collect all attorney's fees and collection costs incurred in the successful enforcement of these Covenants. Failure to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hand this 20 day of March, 2008.

**Rozet Ranchettes, Improvement and Service District**

Carletta Zebroski  
Carletta Zebroski, Officer / Director

Melvin Zebroski  
Melvin Zebroski, Officer / Director

Skeeter Hottell  
Skeeter Hottell, Officer / Director

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

Subscribed and sworn to before me by Carletta Zebroski, Melvin Zebroski and Skeeter Hottell Officers and Directors of Rozet Ranchettes Improvement and Service District this 20 day of March, 2008.

WITNESS my hand and official seal.



Patrick E. Carpenter  
Notary Public

My commission expires:



EXHIBIT "A"

The above and foregoing ROZET RANCHETTES being more particularly described as follows:

A TRACT OF LAND LOCATED IN THE W1/2SW1/4 SECTION 26, THE SE1/4 SECTION 27, THE N1/2 NE1/4 SECTION 34, THE E1/2NW1/4 SECTION 34, AND THE NW1/4NW1/4 SECTION 35, T50N, R70W, 6th PM, CAMPBELL COUNTY, WYOMING, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at the S1/4 corner of said Section 27;  
Thence along the West line of the SE1/4 of said Section 27 N00°35'26"W, 92.72 feet to a point, said point being the POINT OF BEGINNING;  
Thence continuing along said West line of the SE1/4 of said Section 27 N00°35'26"W, 2,283.08 feet to a point, said point being located on the South right-of-way of Wyoming State Highway 51;  
Thence along said right-of-way S78°18'39"E, 4,089.49 feet to a point, said point being located on the East line of the W1/2 SW1/4 of said Section 26;  
Thence along said East line S00°27'03"E, 1,478.48 feet to the W1/15 corner between Section 26 and Section 35;  
Thence along the East line of the NW1/4 NW1/4 of said Section 35 S00°09'06"E, 236.52 feet to a point;  
Thence S89°32'57"W, 728.76 feet to a point;  
Thence N23°03'50"W, 156.05 feet to a point;  
Thence S89°43'34"W, 730.00 feet to a point;  
Thence N00°16'26"W, 297.42 feet to a point;  
Thence S89°32'57"W, 965.09 feet to a point;  
Thence S00°00'00"E, 230.36 feet to a point;  
Thence N90°00'00"W, 730.00 feet to a point;  
Thence N41°57'52"W, 89.73 feet to a point;  
Thence S90°00'00"W, 717.06 feet to the POINT OF BEGINNING.

Said tract of land contains 175.58 acres, more or less, subject to all rights, restrictions and/or easements of right and record.



908418 Recorded on 3/21/2008 at 9:30.00  
Book 2348 of PHOTOS  
Susan F. Saunders, Campbell County Clerk

Fee 44.00  
Pages 398 to 410  
by: C. KLINGLER

RECORDED ✓  
ABSTRACTED ✓  
INDEXED ✓  
CHECKED ✓