



RECP #: 867029

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Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 25

**FIRST AMENDMENT TO AND RESTATEMENT OF
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS OF
ROUNDTOP RANCH ESTATES SUBDIVISION (RESIDENTIAL)**

RECITALS

WHEREAS, Horse Creek Ranch LLC, a Wyoming limited liability company (the “Declarant”), as of the date of execution hereof (the “Effective Date”), is the successor and assign of Roundtop Ranch Estates LLC, a Wyoming limited liability company, and owner of thirty-five (35) of the Lots within certain real property located in the County of Laramie, State of Wyoming, described as the Roundtop Ranch Estates Subdivision in the Final Plat for Roundtop Ranch Estates Subdivision, filed on October 7, 2021 as Document No. 821496 in Book of Plats at page 69, in the records of the Laramie County Clerk (the “Final Plat”), and is therefore the Declarant of the subdivision known as ROUNDTOP RANCH ESTATES SUBDIVISION;

WHEREAS, the Declarant wishes to amend and restate the Declaration of Protective Covenants, Conditions, Restrictions and Easements of Roundtop Ranch Estates Subdivision which was recorded on December 21, 2021 at Reception No. 827198 (the “Original Declaration”) applicable to those lands as depicted on the Final Plat which consist of approximately 316 acres located in the West ½ of Section 10, Township 14 North, Range 67 West of the 6th P.M., Laramie County, Wyoming;

WHEREAS, the undersigned Declarant is exercising its authority under Section 11.03 of the Original Declaration by executing this written instrument amending and restating the Original Declaration (the “Amended Declaration”) within twenty-four (24) months of the date of the recording of the Original Declaration, and the Declarant has determined that this Amended Declaration is beneficial to the Owners of all Lots in the Subdivision and does not alter the overall character of the Subdivision;

WHEREAS, Declarant desires to impose these Covenants on the Subdivision and yet retain reasonable flexibility to respond to changing or unforeseen circumstances so as to control and maintain the quality and distinction of Roundtop Ranch Estates Subdivision; and

WHEREAS, this Amended Declaration is adopted for the development and protection of the Roundtop Ranch Estates Subdivision, is for the benefit of all Owners of Lots, as such Lots may be held, transferred and used only in a manner consistent here within;



NOW THEREFORE, the Declarant hereby covenants, agrees and makes this First Amendment to and Restatement of Declaration of Protective Covenants, Conditions, Restrictions and Easements of Roundtop Ranch Estates Subdivision, amending and restating said Original Declaration, and hereby declares the property described above shall be held, sold, transferred, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, and liens (collectively, the “Covenants”) as set forth herein, which shall constitute covenants running with the land and shall be binding on and benefit all parties having any right, title, or interest in the above-described property or any part of the property, their respective heirs, successors, and assigns, as follows:

COVENANTS

**ARTICLE ONE:
PURPOSE AND OBJECTIVE**

1.01 The purpose of these Covenants is to enhance and protect the value, attractiveness, desirability of the residential lots, and preserve a harmonious design in the Roundtop Ranch Estates and to preserve their present natural beauty and setting; to protect Owners from the development and use of Lots within the Subdivision which may depreciate the value and/ or restrict the use of their Lot(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to encourage the construction and maintenance of appropriate improvements; to encourage the provision of adequate and suitable landscaping; and, to provide for the maintenance and improvement of common fire protection and interior common private Roads.

1.02 No provision contained herein, nor any amendment hereto, shall be construed to prevent or limit Declarant's right to complete development of the property or the construction of improvements thereon.

1.03 This Amended Declaration applies to all 58 Lots in ROUNDTOP RANCH ESTATES SUBDIVISION, as depicted on the Final Plat which consist of approximately 316 acres located in the West ½ of Section 10, Township 14 North, Range 67 West of the 6th P.M., Laramie County, Wyoming.



ARTICLE TWO: DEFINITIONS

Unless otherwise specified herein, the following words and phrases used herein shall have the following meanings:

2.01 “ACC” means and refers to the Architectural Control Committee as established pursuant to Article Four of this Declaration.

2.02 “Board of Directors” shall mean the Board of Directors of the Road Association. The initial Board of Directors of the Road Association shall be elected by the Declarant or the Road Association’s Incorporator designated by the Declarant, and thereafter in accordance with the Bylaws of the Road Association.

2.03 “Control Period” means the earlier of twenty-four (24) months from the Effective Date or such earlier time as Declarant may determine in its sole discretion.

2.04 “Covenants” means this First Amendment to and Restatement of Declaration of Protective Covenants, Conditions, Restrictions, and Easements of Roundtop Ranch Estates Subdivision (Residential), as may be amended from time to time.

2.05 “Declarant” means Horse Creek Ranch LLC, a Wyoming limited liability company, and its successors and assigns.

2.06 “Final Plat” shall mean all of the real property within ROUNDTOP RANCH ESTATES SUBDIVISION subject to this Declaration (as described above in the first recital).

2.07 “Lot” means a platted parcel of land or any other lot, tract, or division of land within the Subdivision as shown on the Final Plat.

2.08 “Owner” means and refers to the fee simple owner of record, whether one or more persons or entities, of any Lot, or other parcel or tract or property within the Subdivision. The foregoing does not include persons or entities that hold a lien or other interest in a Lot merely as security for the performance of an obligation, or a lessee or tenant of a Lot.

2.09 “Road Association” means the ROUNDTOP RANCH ROAD ASSOCIATION, a Wyoming nonprofit corporation, organized by Declarant as the road association for the administration of and enforcement of the provisions of this Declaration related to Roads within the Subdivision.



2.10 “Roads” means the interior roadway within Roundtop Ranch Estates Subdivision as indicated on the recorded Final Plat of the Subdivision, the repair, maintenance and improvement of which is the responsibility of the Road Association as set forth herein.

2.11 “Road Association Expenses” shall mean all costs, fees and charges incurred by the Road Association in carrying out its powers, duties, obligations and authority, including but not limited to cost of (i) maintenance, repair, upkeep, operation, management and improvement of the Roads and water storage facility within the Subdivision; (ii) taxes and special governmental assessments and insurance costs (if any) assessed against or for the Roads; (iii) costs of organization, operating and maintenance of the Road Association entity; and/or (iv) cost of enforcing and obtaining compliance with these Covenants with respect to the Roads and assessments.

2.12 “Subdivision” means those residential Lots, common private roads, and easements in the Final Plat of Roundtop Ranch Estates Subdivision which are more particularly described as set forth in the Recitals above.

2.13 Other terms used herein shall have those meanings that are assigned to them. In the event that terms used herein are not specifically defined, then such terms shall be defined by the common usage of the word as it relates to the subject matter hereof.

**ARTICLE THREE:
RESIDENTIAL PURPOSE RESTRICTION**

3.01 Single Family Residential Use Restriction. The Lots within the Subdivision are hereby restricted to residential uses and shall be used only for purposes customarily associated with a single-family residence. Lots shall not be used for any apartment, multi-family dwelling, hotel, lodging room house, or short-term rentals (such as Airbnb). Business uses are permitted on the Lots so long as the business use does not require change in or variance of the residential zone and land use classification, the business use is a permitted home business, and is contained and carried on out of view of neighboring Lots.

**ARTICLE FOUR:
ARCHITECTURAL CONTROL COMMITTEE**

4.01 Architectural Control Committee. An Architectural Control Committee (“ACC”) for the Subdivision is hereby constituted. The ACC shall consist of at least two (2) but no more than five (5) members. During the Control Period the ACC’s members shall consist of those members from time to time appointed by the Declarant in the Declarant’s sole



discretion. As of the Effective Date, the members of the ACC appointed by the Declarant are Dave Berry, Janet Gage and Brett Vizina. Following the Control Period the ACC shall consist of individual Owners or duly authorized principals of entity Owners. In the event of vacancy due to the death, termination, or resignation of any ACC member, the remaining ACC member(s) shall have full authority to designate a successor for such term(s) as they determine by written notice to the Owners. All ACC actions or decisions shall be by a majority vote. The ACC may designate a representative to act for it, which representative may or may not be a member of the ACC. Neither the members of the ACC, nor its designated representative, if any, shall be entitled to any compensation of any kind for services performed pursuant to this covenant.

The approval or consent of the ACC or its representative on matters properly coming before it shall be conclusive and binding on all interested persons. Any approval or permission granted by the ACC shall not be construed to constitute approval or permission by any governmental official, commission, or agency. During the construction phase, or at any other applicable time, Owners shall be solely responsible for obtaining any and all permits, applications, or other written instruments required by any private, public, or governmental agency.

All notices to the ACC required herein shall be sent to:

Architectural Control Committee – ROUNDTOP RANCH ESTATES
ATTN: Brett Vizina
1124 Dunn Ave
Cheyenne, WY 82001

or such other address and contact information as the ACC from time to time designates upon written notice to the Owners.

4.02 Approval by ACC. No buildings, structures, or other improvements shall be erected, placed or substantially altered on any Lot until the construction plans and specifications and site plan, showing the location thereof, have been approved in writing by the ACC. No substantial alteration or renovation of the exterior of any home or outbuilding situated on a Lot shall be performed without receiving prior written ACC approval of the same. A site plan and the construction plans and specifications must be submitted by the Owner to the ACC for approval at least thirty (30) days in advance of any planned construction. The Owner's general construction contractor, for the erection or placement of any buildings, structures, or other improvements shall be subject to the approval of the ACC, which approval shall not be unreasonably denied. The ACC reserves the right to require the Owner to submit such other, additional information which it deems necessary for its determination. The ACC shall consider each plan as to quality of workmanship and materials described, harmony of



the exterior construction materials, design, and colors with existing structures, location with respect to topography and finish grade elevations, and conformance with these Covenants. The ACC shall advise the Owner in writing of its decision within thirty (30) days of the receipt of the plans and submission of all additional information required by the ACC. If the ACC disapproves of any submitted plan, it shall inform the Owner, in writing, of the specific basis for the disapproval and, if requested, make reasonable efforts to assist and advise the Owner applicant in achieving an acceptable submittal.

4.03 Variances. The ACC shall have full power and authority to grant a variance from these Covenants in order to prevent undue hardship to any Owner; provided, however, the variance, if granted, shall not violate the general plan of development protected and promoted by these Covenants or the appearance of the area. Any variance granted will be binding on the Owners, does not set precedent for other variances and does not constitute an automatic similar variance for any other Lots.

4.04 Time Within Which to Approve. In the event the ACC or its designated representative, fails to approve or disapprove any such plan so submitted within thirty (30) days after receipt of all required information and any other information which the ACC may, in writing, require of applicant, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within sixty (60) days from the commencement of construction, such approval will not be required and this covenant will be deemed to have been fully complied with. In the event that any construction is commenced without having first secured ACC approval, the ACC and/or any Owner may institute an action to enjoin such construction until ACC approval has been granted. No such suit may be commenced after any such unapproved construction has been completed. The prevailing party in any such injunction shall be entitled to recover its/his/her/their attorneys' fees and costs of such action.

4.05 Inspection of Work in Progress. The ACC may inspect all work in progress and give notice of noncompliance. The ACC must provide at least twenty-four (24) hours' notice before entering a Lot to review work in progress.

4.06 Waiver. Approval or permission granted by the ACC, or failure to provide approval or disapproval by the ACC, shall not constitute a waiver of the rights of the ACC, Road Association or any Owner to otherwise enforce the provisions of these Covenants. Obtaining permits or other approvals required by any public official or governmental agency shall be the sole responsibility of the Owner, and approval or permission granted by the ACC shall not in any way be construed to mean acceptance or approval by any public official or governmental agency.



4.07 Liability. Neither the ACC, nor any member of the ACC, shall be liable for and shall be held harmless by the affected Owner(s) from any claims, charges or damages by reason of any action, inaction, approval or disapproval by the ACC with respect to any request or submission made pursuant to this Article.

ARTICLE FIVE: PLANS AND SETBACKS

- 5.01 Plans. All plans submitted to the ACC must include, at a minimum:
- a. A Computer Aided Draft (CAD) site plan, which is scalable showing:
 - i. The location and orientation of the structure(s), well and waste water system including secondary drain/leach field, to be constructed on the Lot;
 - ii. The location, size, and materials of all roads, paths, driveways and sidewalks;
 - iii. The location of all utilities;
 - iv. The drainage on and across such Lot, including the means for allowing drainage to flow across or through any driveways; and
 - v. Any other site improvements which the Owner considers to be important and which are known at the time of submission.
 - b. The floor plan of the structure(s) with square footage indicated;
 - c. A drawing showing the front, side, and rear exterior elevations of all structures shown on proposed finished grade;
 - d. A description on the drawings or on a separate specification sheet of the type and color of all exterior finishes and materials and roofing materials; and
 - e. Such other information as the ACC may reasonably request.

5.02 Setbacks and Orientation. The proposed location and orientation of the improvements upon a Lot are important factors considered by the ACC. The ACC will generally consider and take into account, among other things, the topography of the Lot, the views, and the desire to maintain a maximum degree of symmetry, harmony and balance among all improvements situated within the Subdivision in reaching its decision. Each site plan shall be evaluated and approved by the ACC on a case-by-case basis rather than attempting to specify detailed requirements for the location and orientation of improvements. As a general rule, however, the following minimum criteria shall apply subject to the case-by-case evaluation during the approval process:

- a. Setbacks. With respect to the location of improvements on a Lot, the following minimum setbacks shall be required in relation to the front, rear, and side property lines: The minimum setback from the front of all Lots shall be no less than seventy-five (75) feet. The minimum setback from both sides of all Lots shall be no



less than fifty (50) feet. The minimum setbacks from the rear of all Lots shall be no less than fifty (50) feet. These setbacks shall also apply as a minimum setback as to the location of any water wells and wastewater systems.

b. Orientation. With respect to proper orientation of a dwelling, any dwelling should, unless otherwise approved by the ACC in writing, be situated upon a Lot so that the front elevation of the home generally faces the Road from which the dwelling is accessed. The ACC may consider alternate orientations of the dwelling if it is near a neighboring home and it maintains a maximum degree of symmetry, harmony and balance among all improvements situated on the Lot and adjoining Lots. Additionally, the ACC may consider the topography of the Lot, which merits the orientation of a dwelling in a manner other than described in this paragraph.

5.03 Combined Lots. An Owner combining two (2) or more adjacent Lots must carefully consider the placement and location of any dwelling and outbuildings to be constructed upon the combined Lots in light of the possible future separation and sale of the combined Lots individually. When selling individual Lots that were previously combined, each Lot (when separated) is subject to the minimum setback requirements set forth above.

An owner who has combined two (2) or more adjacent Lots and who has constructed a dwelling on one of the Lots and an outbuilding on the other Lot, may not separate the Lots for individual sale unless demonstrating that each Lot complies with the setbacks. Notwithstanding anything to the contrary, the interior property lines of combined Lots may be disregarded and the applicable setbacks shall be computed from the exterior property lines of combined adjacent Lots if the combined Lots are not thereafter separated. If an Owner proposes to combine two (2) or more Lots and the proposed improvements on the Lots will be located in such a manner that the Lots cannot be later separated due to the setback requirements, then the Owner shall formally vacate the contiguous Lot line(s) and make the property a single Lot. For purposes of assessments, membership in the Road Association, and other matters herein combined Lots shall remain a separate Lot, unless the Lot line is formally vacated and the property made a single Lot which cannot be later separated.

**ARTICLE SIX:
STANDARDS RELATING TO CONSTRUCTION OF IMPROVEMENTS**

6.01 New Construction. All dwelling and outbuilding construction shall be new, on-site construction. No structure shall be moved from any location outside of the Subdivision onto any Lot within the Subdivision. No manufactured home, modular home, mobile home,



trailer, or any structure of a temporary character shall be placed or used on any Lot either temporarily or permanently. However, this provision shall not restrict a building contractor or land developer from maintaining a temporary office, tool shed, lumber shed and/ or sales office for the purpose of erecting and/ or selling dwellings; provided the temporary structure is present for no more than twelve (12) months and that the ACC shall have the authority to order the removal of said temporary structure(s) whenever in its sole discretion the same have been on the premises an unreasonable length of time.

It is the responsibility of each Owner to keep its construction site clean and free of trash and debris piles while construction is underway. In no circumstances can trash be allowed to blow around or for job sites to remain unkept. During construction, it is required that each build have at least a 20-yard dumpster and outhouse on-site before framing of a structure begins. Lot owners will be subject to fines for failure to obey.

6.02 Construction Code Requirements. All building construction shall comply with the building codes, rules, and regulations existing in Laramie County, Wyoming. All construction and improvements shall comply with the applicable zoning laws for Laramie County, Wyoming, and, with the standards set forth in these Covenants.

6.03 Similarity in House. While compatibility of residential home design is desired, the appearance of track housing is not desired unless approved by the ACC, a proposed dwelling, which has an exterior elevation and design appearance substantially similar to a dwelling already existing, under construction, or previously approved for construction, may not be built in close proximity to the dwelling which already exists, is under construction, or which was previously approved for construction. "Close proximity" is as determined by a house of similar exterior appearance being positioned in a Lot adjacent to another. There must be a minimum of two (2) Lots separating dwellings with a similar exterior appearance. Notwithstanding the foregoing, barndominium-style dwellings may be permitted in the ACC's discretion on Lots 14, 15, 16, 17 and 18. For purposes of these Covenants, "barndominium" means an open concept, barn-like building that may be entirely living space or combines living space and working space.

6.04 Completion of Approved Construction. Once construction begins on any residence on a Lot, such construction shall be completed within twelve (12) months following the date on which such construction was commenced unless otherwise approved by the ACC. Due to COVID-19 or other unforeseen extraordinary event driven labor and material shortages, reasonable extensions of time for construction completion will be authorized by the ACC, in writing, upon provision of sufficient evidence by the affected Owner that specific materials and/ or craftsman are delayed. The construction of all other structures or



improvements must be completed within the time period established by the ACC in its approval of such structure or improvement. Upon completion of construction, the Owner shall notify the ACC, who shall then promptly review the construction to ensure that the construction is complete and complies with the ACC approval and these Covenants. Upon review and Owner request, the ACC shall provide the Owner with written confirmation that the construction has been completed in compliance with the approval and these Covenants, or provide the Owner with an itemization of items that remain to be completed or which are not in compliance with the ACC approval and/or these Covenants. Owners and their contractors/subcontractors are responsible for any and all damage caused to Roads within the Subdivision caused by their construction activities.

6.05 Dwelling. Upon each Lot there may be erected one private dwelling house used for habitation of one family. In addition to the dwelling, the Owner may erect those other structures that are customarily incidental to single family residential use as provided herein. Dwellings on Lots 14, 15, 16, 17 and 18 may be barndominium-style as permitted in the ACC's discretion.

6.06 Minimum Dwelling Size. Any single-story dwelling constructed on a Lot shall have a minimum fully enclosed ground floor area devoted to living purposes of one thousand six hundred (1,600) square feet, exclusive of porches, terraces, basement, and attached garages. Any multi-level dwelling constructed on a Lot shall have a minimum fully enclosed ground floor area devoted to living purposes of one thousand six hundred (1,600) square feet, exclusive of porches, terraces, basement, and attached garages.

6.07 Garage. All dwellings constructed on any Lot, at the time of initial construction, shall include an attached garage with no less than three (3) car spaces and no less than five hundred seventy-six (576) square feet. No detached garage under this provision shall be larger than eight hundred (800) square feet without written approval from the ACC.

6.08 Accessory Structures/Outbuildings. No more than two outbuildings, exclusive of the required garage set forth in Section 6.07 above, shall be permitted on any Lot. Outbuilding is intended to mean and include accessory buildings or structures that are detached from the principal dwelling, and which are customarily incidental and subordinate to the principal dwelling and use of the Lot as a single-family residence, such as a private garage, shop, barn, or shed. All outbuildings shall have a minimum roof pitch of 4/12. The maximum height of any outbuilding, at its highest point, shall not exceed twenty-five (25) feet from the lowest point of the finished grade. No single outbuilding shall exceed a total footprint area of five thousand (5,000) square feet, exclusive of porches, shed roofs, carports, and lean-to's which may be constructed with and attached



to the outbuilding. The total footprint of all outbuildings shall not exceed six thousand six hundred (6,600) square feet. All outbuildings shall be compatible in design and color schemes to the dwelling. Engineered, pre-fabricated outbuildings are permissible so long as they comply with all other requirements of these Covenants. Any plan for an outbuilding must be submitted to and approved by the ACC. The distance and location of any outbuilding in relation to the dwelling must be approved by the ACC, the intent being that the respective outbuilding must be appropriately integrated with the dwelling. Construction of the dwelling must commence within 60 days of completion of shop/outbuilding.

6.09 Exterior Appearance. Unless otherwise approved in writing by the ACC, dwellings and outbuildings shall be compatible with the natural surroundings as determined by the ACC. Dwellings shall not have less than thirty percent (30%) of the entire front elevation surface (exclusive of doors, windows, garage door openings; inclusive of fireplace chimneys) covered with color appropriate natural stone, precast stone, brick, or natural stained wood. The exterior of all outbuildings, including colors and finishes, shall be of similar color to the primary dwelling, and must be approved by the ACC. No vinyl siding is permitted.

6.10 Roofs. All roofs shall be rustic, of earth colored tile, shingles or shakes, or similar appearing material. Metal roofs, except metal roofs that are not coated or lined with an earth-colored material so as to prevent reflection, are allowed. White and light gray roofs are not allowed. Roofing material must be of a minimum quality threshold of at least laminated asphalt shingles with a minimum thirty (30) year manufacturer warranty. All roofing must be approved by the ACC. The roofs of any outbuildings must match, as close as possible, the color of the roof of the dwelling, it being understood that the outbuildings are likely to have metal roofs.

6.11 Maximum Building Height. The maximum building height of any dwelling, unless otherwise specified in these Covenants, shall not exceed thirty-two (32) feet unless prior approval from the ACC is obtained. All heights shall be measured at any cross section of the structure from the lowest grade to the highest point of the structure immediately above. Minor projections such as chimneys or other structures not enclosing habitable space, but excluding solar collectors, shall be excluded in determining the maximum height.

No Structure shall be higher than two (2) stories above the ground, measured from the first full complete floor above ground unless otherwise approved in advance by the ACC. No ridge line structures are permitted to be built with more than one full story or twenty feet (20') above the natural ridge line. Owners are encouraged to construct low-profile buildings to lessen the impact of the structure on the landscape and to not create visual obstructions for other Lot Owners. Two (2) story buildings shall be constructed in such manner as to not



unreasonably block views of other Lot Owners in the ACC's discretion. The ACC may grant slight variances only in limited circumstances where a compelling reason is shown due to a Lot's unique topography.

6.12 Rebuilding or Restoration. If any dwelling or outbuilding is destroyed in whole or part, it must be rebuilt or all debris must be removed and the Lot restored to a slightly condition. Any such rebuilding or restoration must be commenced within three (3) months after the damage or destruction occurs and, thereafter, diligently pursued to completion within a reasonable time not to exceed twelve (12) months from the date the damage occurred unless a longer period is otherwise approved by the ACC due to weather or unusual circumstances.

6.13 Fencing. Any fencing erected is subject to the approval of the ACC. Fencing erected around the perimeter of a Lot may be made from post and pole, post and sheep wire or another similar product approved by the ACC. If a fence is erected to create a yard inside of the Lot, the fence must be made out of cedar, wrought iron or another similar product approved by the ACC. Chain link, snow fence or similar products are prohibited.

6.14 Septic Tanks. Sewage shall be disposed of only by and through public sewage system or a septic system of adequate dimensions and capacity and of a type approved by an agency of the State of Wyoming (e.g. Wyoming Department of Environmental Quality) and/ or its political subdivisions (e.g. Laramie County) having jurisdiction over the same. Buildings and other improvements must be located on the Lot such that there exists adequate area for proper dimensions and setbacks for a complete septic system and an area designated as the location that can be utilized, if necessary, as a secondary drain/leach field location. No sewage, wastewater, trash, garbage or other debris shall be emptied, discharged or permitted to drain into any body of water or natural drainage in or adjacent to the above-described real property. No outside toilets or privies shall be permitted on any Lot. All toilet facilities must be a part of a dwelling or outbuilding, and shall be of a modern flush-type and connected with a public sewage system or proper septic system. Portable toilet facilities located on a Lot are permitted during approved construction of improvements.

6.15 Water Wells. New water wells must be permitted by the Wyoming State Engineer, and must comply with all applicable regulations of the State of Wyoming and Laramie County. New water wells must be located a minimum of fifty (50) feet from any Lot boundary line.

6.16 Drainage. All drainage from any Lot, dwelling unit, and/or driveway shall be directed toward existing water drainage courses and away from neighboring Lots (except to the extent that neighboring Lots contain drainage easements). No building,



landscaping, or other site improvements shall be allowed to interfere with the natural or designed drainage patterns that exist through the Subdivision as a whole.

6.17 Drive Approaches. All Lots shall have a minimum of one (1), but in no event more than two (2), Drive Approach(es) to access the Lot. Drive Approaches within any Subdivision Road rights-of-way shall be constructed to the following standards:

- a. Approaches shall be designed and constructed in a manner and with appropriate slope to drain away from the Road;
- b. The width shall be no less than fifteen (15) feet;
- c. The length shall extend from the edge of the Road into the Owner's Lot no less than twenty (20) feet; and
- d. The radius of the return fillets to the Road shall be no less than thirty (30) feet diameter.

A storm drain shall be installed and have a pipe diameter of no less than 18", and length of no more than forty (40) feet. The requirement to install storm water pipe shall be determined by the ACC, based on the Owner's desired location of the Drive Approach, to ensure continuation of storm water flows. All Drive Approach locations and designs are subject to the approval of the ACC.

6.18 Driveway Material. All driveways leading off Subdivision Roads must be topped with a minimum of 3" of milled asphalt, crushed granite, or similar crushed stone of a dark color, to maintain consistency among the development. In no case can any colored gravel be use for the finished surface. Other materials can be used to build up the road way, however the finish material must be of milled asphalt, crushed granite, or similar crushed stone of a dark color.

ARTICLE SEVEN: GENERAL LOT USE STANDARDS AND RESTRICTIONS

7.01 Further Subdivision. It is not permitted to further subdivide any Lot without prior written approval by the ACC. Failure to obtain approval prior to starting construction will result in a fine of no less than \$500.00 and maybe be followed with legal action.

7.02 Easements and Rights-of-Way. Easements and rights of way as shown on the Final Plat are hereby reserved, for the benefit of each Lot, across, under and through the aforesaid real property for ingress and egress to and from the public ways, and utilities including but not limited to wires, pipes and conduits for heating, lighting, electricity, gas,



telephone, sewer, water or any other public or quasi-public utility service purpose, together with the right of ingress and egress at any time for the purpose of further construction, maintenance and repair. Provided, however, that said easements and rights of way shall be for underground service of such utilities and no overhead utilities shall be permitted on any of the Lots except where such overhead utilities are presently in existence. Upon the completion of any disturbance related to the construction, maintenance, repair or removal of any utilities, all disturbances should be reclaimed within one year.

7.03 Quiet Enjoyment of Property. No business or activity of a noxious or offensive nature may be conducted upon any Lot, nor shall any activity be permitted on any Lot which may be or may become a nuisance or annoyance to the neighborhood.

7.04 Lighting, Sound, Odors. No noxious activity, lights, sounds or odors shall be carried on upon any Lot, including but not limited to the following:

- a. If night lighting is installed on any Lot, the Owner shall only install lighting which does not disrupt the dark skies over the Subdivision. No lights shall be emitted from the property which is unreasonably bright or causes unreasonable glare, or which casts upon the property of another. All yard or area lighting shall be shielded and face downward, away from neighboring properties and roads.
- b. No sound shall be emitted from any Lot which is unreasonably loud or annoying. The Lot sizes are established and the setback distances have been fixed so as to limit the likelihood of occupants of one Lot bothering the occupants of another Lot. So far as reasonably possible, each occupant will curtail noisy activities so as to be relatively inaudible to the neighbors.

7.05 Maintenance. The entire Lot including improvements thereon, shall be kept and maintained by the Owner and all occupants thereof in a clean, safe, attractive and slightly condition and in good repair. No scrap lumber, clippings, waste, metals, bulk materials, refuse, trash, autoparts, or debris shall be kept upon the Lot. Building materials shall be neatly stacked and covered so as not to be visible from the Road. Firewood and posts will be neatly stacked.

7.06 Trash and Dumping. No trash, garbage and other waste shall be kept upon any portion of a Lot, except in sanitary containers (e.g. dumpsters); all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, suitably screened by fencing from view of all neighbors and Roads as described in the applicable setbacks. No Lot shall be used or maintained as a dumping ground for rubbish, junk, trash,



junk vehicles, unlicensed vehicles, discarded appliances, pipe, wire, lumber, garbage or other waste of whatever description. The burning of waste or refuse on the property is prohibited. No incinerators shall be constructed or installed on any Lot.

7.07 Construction Debris. The requirement for enclosure of dumpsters or other disposal containers, set forth above, shall not apply during the construction of any residence on the Lot. However, during construction, it shall be the Owner's responsibility to ensure that all construction related materials, trash, waste and debris shall be contained on the Lot. All building materials must be secured and protected.

7.08 Temporary Stays. Temporary stays in recreational vehicles, tents, trailers, motorhomes or campers by Owners or Owner's guests are not permitted for longer than 30 days at a time.

7.09 Vehicles and Equipment. Any vehicle or equipment which is stored outside must be stored in an organized manner, such as in a single-row fashion, parked behind or beside outbuildings, or concealed by landscaping and concealed from public view when possible. Storage of recreational vehicles such as motorhomes, campers or trailers outside of buildings or structures is limited to one (1) such recreational vehicle per Lot, and may only be stored away from Roads, in an organized manner in close proximity to or within a building or structure. There shall be no storing or parking of unlicensed or nonworking vehicles of any sort.

7.10 Obligation to Conceal from View. Any tanks (for the storage of water, oil, petroleum, or other fluids), pumps, solar devices, chimney flues, hot tub pumps, or any other mechanical equipment must be aesthetically concealed from view on all sides and shall be shielded in a manner so as to minimize visibility and noise. No elevated tanks of any kind shall be erected, placed or permitted on any Lot.

7.11 Signs. No signs or billboards of any kind shall be displayed without the approval of the ACC, except:

- a. Signs as may be required by legal proceedings and governmental permitting agencies
- b. Signs used by Declarant in connection with the development of the Subdivision or sale of Lots; or
- c. Signs indicating that a dwelling or Lot is for sale. Only one sign per Lot shall be allowed. No outdoor signs for permitted home business uses shall be posted.



7.12 Utilities. All electrical service, telephone lines, and other utilities not already in existence at the time of the execution of these Covenants shall be placed underground.

7.13 Towers and Antennas. No radio tower, television tower, cell phone tower, or beacon or any other visible construction as high as the treetops for any purpose whatsoever, shall be erected or permitted on any Lot. No antenna for private personal use, which is higher than the roofline of the primary residence, shall be permitted.

7.14 Satellite Dishes. Satellite dishes are permitted but must measure no more than thirty (30) inches in diameter. Satellite dishes must be located and designed to take into account adjacent Lot Owner's views and must be concealed from the views from the roadways that serve the Subdivision.

7.15 Solar Panels & Wind Turbines. Passive solar collectors are permitted only with prior approval of the ACC, but in all events must be attached to the roof of the primary dwelling or outbuildings and the solar collector(s) must blend with the roofline to the greatest extent possible. No freestanding collectors are permitted. Wind turbines are prohibited.

7.16 Pets and Animals.

Domestic Pets. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. All such domestic pets will be under the control of the Owner at all times and will not be allowed to run free off of the Owner's Lot. A maximum of four (4) domestic pets will be allowed to reside at each Lot; provided, however, the ACC may grant a variance to an Owner who moves into a home on a Lot already owning more than the permitted number of pets until the pet(s) die, at which time the variance shall expire and that Lot shall thereafter abide by the maximum pet numbers herein. All Owners shall insure that any pets shall not be a nuisance to any other Owner or resident. Pet kennels and dog runs may be permitted by the ACC, but shall be screened from the view of other Lots and Roads which serve the Subdivision. No pet of any kind shall be permitted which, in the opinion of the ACC, makes an unreasonable amount of noise or odor or which is a nuisance.

Livestock-Limited Horses. No livestock nor any grazing animal may be kept on any Lot except as follows: No more than four (4) horses may be kept on a Lot at any given time, and if so kept, shall be kept confined within an area approved by the ACC. If horses are kept on a Lot, a barn/loafing shed shall be installed to provide each horse with not less than one hundred fifty (150) square feet of covered space. The barn/loafing shed shall be



constructed prior to keeping of horses. All horses shall be exercised by the Owners and properly cared for. Horses may be turned out on the Lot, but the Lot must be fenced in a manner to retain the horses within the Lot boundaries. Grazing within the Lot must be managed so that the natural vegetation does not become damaged beyond its ability to grow (no over-grazing). The ACC has the power and authority, at any time, to give notice to the Owner that the Owner's horses must be stalled or penned to allow sufficient time for the natural vegetation to recover. If such notice is given, the Owner must comply within forty-eight (48) hours.

4-H Type Animals (lambs, pigs, llamas, chickens, etc.). Other animals of a 4-H type are allowed, but the total number of all hooved animals shall not exceed six (6), unless otherwise approved by the ACC. In order to keep and maintain these types of animals a membership in a club is required. In no event shall an Owner have or maintain any pigs.

All persons keeping livestock or pets in the Subdivision shall be strictly responsible for insuring that they are kept within their own Lots. Any animals allowed to stray or wander beyond an Owner's boundary shall be subject to confiscation and the Owner held liable for any costs or damages sustained in connection with such animal. The Lot, specifically the area used for animals, shall at all times be maintained in a clean and sanitary condition, and no manure or feces shall be allowed to accumulate to a level that can be smelled by an adjoining Lot. No animals that are kept on a Lot shall be permitted to become a nuisance, either by noise or odor, to other Owners or residents. All animals on the Lot shall be owned by the occupant of the Lot, no person shall board animals for others.

7.17 Removal of Materials. Earth or gravel shall not be removed from the surface of any Lot except for improvement or leveling on the Lot involved.

7.18 Minerals. No derrick or other structure for use in boring for oil or natural gas or other mining operation may be erected, placed or permitted on any Lot, nor shall any oil, gas, petroleum or other hydrocarbon minerals be produced or extracted therefrom, nor shall any other mining or commercial or exploitative operation be conducted on any Lot.

7.19 Discharge of Firearms. The discharge of firearms within the subdivision is prohibited.



ARTICLE EIGHT: LANDSCAPING

8.01 Landscaping. In order to enhance the long-term value, appearance and enjoyment of the Lots subject to these Covenants, it is the plan for the property that trees, shrubs and other vegetation be planted on the Lots. Installation of all required landscaping shall be completed within twelve (12) months after completion of construction of the dwelling. Landscaping shall be done so as to not have an adverse effect on access to utilities or drainage easements, and so as to not interfere with vision at roadway intersections. Landscape features shall be kept reasonably free of noxious weeds, refuse, and miscellaneous trash.

Trees. Each Lot Owner shall plant and maintain no less than eight (8) trees of any variety which shall have the following minimum height requirements: any coniferous tree shall be no less than six (6) feet tall when planted; and, any deciduous tree shall be no less than two (2) inches in diameter caliper when planted. Nothing herein shall be construed to prohibit an Owner from planting any number of trees in addition to the required eight (8) trees; any additional trees are not required to meet the minimum height requirements. Trees are to be planted in accordance with the recommendations of the Natural Resource Conservation District, equivalent agency, or consulting service as to spacing, placement and type. Irrigation systems for trees and shrubbery are required to ensure survivability. Any trees that die shall be replaced within that growing season with tree(s) of a size required when originally planted.

Turf/Yards. All surface areas within the boundaries of a Lot not otherwise occupied by structures shall be covered with native ground cover or other grass of the Lot Owner's choice, trees, shrubs, or other landscaping elements such as rocks, wood chips, bark, or mulched or graveled material. All landscaping including areas of native ground cover must be sufficiently maintained and tended so as not to become overgrown or unsightly. The use of drought-resistant and/or low-maintenance grass is encouraged for purposes of a groomed lawn.

8.02 Restoration of Site. Upon completion of any construction, the Owner shall restore any portion of the Lot so disturbed to at least its pre-construction condition, with a native turf mix or other grass of Owner's choice. If the construction is completed at a time (weather or season) which does not allow for the required landscaping to be immediately implemented, the Owner shall restore all disturbed areas with a native seed mix, and cover with hydro-mulch, straw mulch, or other approved erosion control materials so as to mitigate fugitive dust and control weeds until the site landscaping can be completed.



**ARTICLE NINE:
ROADS & FIRE PROTECTION**

9.01 Roads. As indicated on the Final Plat, until such time as Laramie County may elect to dedicate the Roads to the public and declare such as County roads open to the public, the interior Roads within the Subdivision are private roads only for the use of the Owners, their families, guests and invitees and others which may provide service to the Owners, including, but not limited to, school transportation, mail and parcel delivery, and other traffic which is customarily associated with the service of residential neighborhoods.

9.02 Maintenance. The maintenance and improvement of the private Roads, including snow removal, shall be borne by the Owners through the Road Association. All private Roads shall be constructed, maintained, and improved as roadways sufficient for vehicular traffic, with maintenance to include, without limitation, grading, scraping, ditching, snow removal, and dust control, as necessary, in the sole discretion of the Road Association. In addition, the Road Association may procure and maintain such policies of insurance as it deems necessary to insure the maintenance and improvement activities of the Road Association on the private Roads. Cost of maintenance for the interior common private Roads shown within the Subdivision shall be apportioned among and assessed to all Owners within the Subdivision. The Road Association may resolve to assess each Lot for special assessments to pay for any emergency repairs, extraordinary costs and/ or any major improvements to the private Roads. The Road Association shall only be required to maintain and improve the private Roads in a reasonable manner. Provided, however, any costs to repair damages to any Road or Road right-of-way, including but not limited to off-tracking of mud, damage to right-of-way reclamation, breakdown of asphalt edges, and damage to road surfaces other than ordinary wear and tear, caused by any Owner, their families, guest and invitees or others, such as construction contractors, may be assessed to and paid for by that Owner.

9.03 Traffic Control. The Road Association shall have no obligation, responsibility, and/ or duty to police, enforce, control, or take any other action pertaining to and/ or concerning the use of the private Roads, nor shall the Road Association have any obligation to control or restrict such use other than to install and maintain such traffic regulation signs that it may deem appropriate.

9.04 Fire Protection. A water storage facility is installed for common fire protection within the Subdivision for all Owners' and residents' benefit. The Road Association shall be responsible for the maintenance thereof.



**ARTICLE TEN:
ROAD ASSOCIATION**

10.01 Establishment. Declarant has incorporated a nonprofit corporation to act as a road association for the purposes of (i) promoting the common interests of its members with respect to Roads within the Subdivision, (ii) maintaining, managing and insuring common real and personal property assets with respect to the Roads in, on or appurtenant to the Subdivision, and (iii) assessing its members for the Road Association expenses.

10.02 Membership. When the Road Association is formed, all Owners, inclusive of Declarant, shall automatically become members of the Road Association, and at all times so long as such Owner owns property subject to this Declaration, shall be a member of the Road Association, and shall be bound by the terms and conditions of these Covenants, the Articles of Incorporation, the Bylaws of the Road Association, and such rules and regulations as may be promulgated and adopted by the Road Association under the Articles and/or Bylaws. Membership shall be appurtenant to, and may not be separated from Ownership of, any Lot which is subject to assessment.

10.03 Administration. The administration of the Road Association shall be in accordance with the provisions of these Covenants, the Articles of Incorporation, and the Bylaws of the Road Association, as may be amended from time to time. Each Owner agrees to abide by the Bylaws of the Association as the same may be amended from time to time. The Bylaws shall set forth matters such as the offices, voting, eligibility, and voting procedures. In the event of conflict between the provisions of the Bylaws and the provisions of this Declaration, the provisions of this Declaration shall prevail. To the extent permitted by law, violations of the Bylaws shall be in violation hereof and actions for compliance shall be enforceable in the same fashion as actions brought for compliance with this Declaration. The Board of Directors of the Association shall provide copies of the Bylaws to each Owner upon request. The Road Association shall pay all annual fees of a nonprofit corporation, routinely update its registered agent, and perform such other filings and requirements to keep its status in good standing and current with the Wyoming Secretary of State. The Road Association shall also file its annual tax returns.

10.04 Assessments. The Road Association shall have the power to levy regular and special assessments and fix the amount of the assessments for the Road Association Expenses. Each Owner (except as specifically set forth below with respect to the Declarant), by acceptance of a deed to a Lot, hereby agrees to pay to the Road Association all assessments which may be levied by the Road Association. The amount of assessments shall be regularly reviewed by the Road Association, and may be increased as necessary to cover the Road Association Expenses. Each Assessment levied hereunder shall be a separate, distinct and personal debt and obligation of



the Owner against whom the same is assessed. Payment of assessments shall be annually, or in such increments as the Road Association may from time to time determine appropriate, and annual assessments shall be pro-rated to the first of the calendar year following closing on the purchase of a Lot. All assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason, including, without limitation, any claim that the Road Association or its Board of Directors is not properly exercising its duties and powers under these Covenants.

Notwithstanding anything herein to the contrary, Declarant shall have no obligation to pay annual or special assessments provided for herein upon the Lots which it owns. In lieu of Declarant paying any assessments, Declarant shall make a one-time contribution to the Road Association in the amount of five hundred dollars (\$500) at the time of closing on the sale of each Lot by the Declarant to an Owner other than Declarant.

10.05 Failure to Pay Assessment. In addition to other enforcement and remedies set forth herein, any Owner which is not current on all Assessment payments shall not be allowed to cast his/her vote at any meeting of the Road Association.

10.06 Interest and Late Charges on Late Assessments. Assessments not timely paid within thirty (30) days after billed by the Road Association may accrue interest at the Road Association's election at the rate of seven percent (7%) per annum or such interest rates as are from time to time established by the Road Association (which interest shall not exceed the maximum legal interest rate allowed to be charged to an individual under the laws of the State of Wyoming then in effect). The Road Association shall have the right to establish a late charge for delinquent payments in addition to interest charges.

10.07 Assessments to be a Lien Against Property. The obligation to pay regular and special assessments runs with the Lot and binds all future Owners of each Lot regardless of when such Owner acquired such Lot. Assessments, interest and late charges thereon, and the cost of enforcing and collecting past due assessments, including reasonable attorneys' fees of the Road Association, shall constitute a lien against the title to each Lot superior to and with priority over all other liens and encumbrances other than real estate taxes and governmental assessments; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Owner the purpose of which is to acquire and/or construct a residence on a Lot. The lien created by these Covenants attaches on the due date of the assessment. Any delinquent balance shall survive the conveyance or foreclosure of the Lot and shall become an enforceable obligation of the person(s) taking title to such Lot. A certificate evidencing the lien, signed by an authorized officer of the Road Association, may be filed with the County Clerk, Laramie County, Wyoming. Such certificate shall contain a description of the Lot and the name



or names of the record Owner or Owners thereof and the amount of such unpaid portion of the assessments. Such statement of lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Lot shall be personally liable for the assessments chargeable to the Lot for the period of such Owner's ownership of the Lot.

10.08 Lien Enforcement. In the event that any Owner shall fail to make its regular or special assessment assessed by the Road Association, said assessment may be collectable and the lien created thereby enforced in an action brought before a court of competent jurisdiction. Such lien may be foreclosed in the same manner as a mortgage on real property in an action brought by the Road Association or by an authorized officer of the Road Association pursuant to the authority given to such officer by the Board of Directors of the Road Association. In any such foreclosure action, the Owner or Owners of the Lot shall be required to pay a reasonable rental for the Lot and residence thereon during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Road Association, or its agent, duly authorized by action of the Board of Directors of the Road Association, shall be entitled to become a purchaser at the foreclosure sale. In any such action brought by the Road Association, the Road Association shall be entitled to recover all costs incurred by it in such action, including, without limitation, reasonable attorneys' fees and costs.

ARTICLE ELEVEN: GENERAL PROVISIONS

11.01 Term. These Covenants are to run with the land and shall be binding upon all Owners of Lots and all persons claiming under them for a period of twenty-five (25) years from the Effective Date, after which time said Covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by three-fourths (3/4ths) of the then Owners have been recorded agreeing to terminate said Covenants in whole or in part. However, the provisions relating to maintenance of the common Roads and common fire protection shall not be permitted to terminate with the other covenants without the prior approval of the County Commissioners of Laramie County, or other governmental entity then having jurisdiction, and unless provisions are otherwise made for the continuation of said maintenance.

11.02 Enforcement and Remedies. Enforcement of these Covenants shall be by an appropriate proceeding at law or in equity against any Owner or persons violating or attempting to violate the provisions or restrictions of these Covenants, either to prevent, restrain or enjoin



violations, or to recover damages, or both, or for such other and further relief as may be available. The prevailing party in any such action or proceeding either to enjoin a violation or for the recovery of damages shall be entitled to recover without limitation reasonable attorneys' fees and costs of such action. The failure to enforce any restrictions, conditions, covenant or agreement herein contained, or to cause the abatement of any violation of 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 a different provision within these Covenants, and shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. These Covenants can be enforced by any legal or equitable Owner, the Road Association, the ACC, or the Declarant (its successors or assigns). **Although it is a right, it is neither the obligation nor the responsibility of the Declarant, ACC or Road Association to prosecute violations of these Covenants on behalf of any Owner(s). Under no circumstances shall an Owner bring any claim, demand or action against the Declarant, ACC or Road Association relating in any way to a violation of the Covenants by another Owner or failure or refusal to prosecute violations or otherwise enforce these Covenants against any Owner. The prevailing party in any such action or proceeding shall be entitled to recover without limitation reasonable attorneys' fees and costs of such action.**

11.03 Amendment. Declarant and Declarant's successors and assigns shall have the exclusive right, within the Control Period, to make any changes in these Covenants, which Declarant deems, in Declarant's absolute discretion, beneficial to the Owners of the majority of the Lots in the Subdivision and which do not materially alter the overall character of the Subdivision. **By acceptance of a deed or by entering into a purchase contract with Declarant, all Owners shall be deemed to have delegated to Declarant the power and right to make changes in the Covenants during the Control Period.** Otherwise, these Covenants may be amended at any time, by the affirmative vote of three-fourths (3/4ths) of the then Owners. Whenever a vote of the Owners is required, an Owner of a Lot shall be entitled to one (1) vote for each Lot owned within the Subdivision. Two or more persons or entities owning a Lot (e.g., joint ownership by a husband and wife) shall collectively be entitled to one (1) vote per Lot. No amendment to this Declaration shall be effective unless it is reduced to writing in recordable form, and until it has been filed for the record with the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming.

11.04 No liability. **The Declarant, the ACC (or any member of the ACC), the Road Association (and their directors and officers acting within the scope of their authority), or any successors or assigns of the aforementioned, shall not be liable to any Owners, their invitees, guests, agents, heirs, assigns, or any other persons, whether for use of the Roads or otherwise, for any claims, charges or damages incurred, regardless of nature, extent, amount or severity, by reason of mistake in judgment, negligence or nonfeasance, or for any act or**



omission whatsoever arising out of or in any way related to any of the provisions set forth in these Covenants, or in the discharge, performance and/or failure to perform, any of the obligations of the Declarant, ACC or Road Association set forth herein, including but not limited to (i) approval, disapproval or failure to approve any plans, specifications or variance, (ii) the enforcement or failure to enforce any of these Covenants against any Owner in violation thereof, or (iii) the maintenance and improvement of the Roads and/or common fire protection.

11.05 Declarant Rights. Declarant is the successor-in-interest to the original developer of the Subdivision, but Declarant has not assumed, and is not responsible for, commitments, promises or obligations that the prior developer or its principals may have made regarding past or future development of the Subdivision. Declarant hereby reserves, and may but is not required to exercise, any or all development rights related to the Subdivision. No assurances are made that any further development will occur.

11.06 Benefits and Burdens. The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Declarant and the Owners of the Tracts located within the Final Plat and their respective heirs, successors, personal representatives and assigns.

11.07 Severability. Invalidation or unenforceability of any one of these covenants, conditions, or restrictions, whether judgment, court order, or otherwise, shall in no way affect the validity or enforceability of any of the other provisions, which shall remain in full force and effect.

11.08 Headings. The heading contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

11.09 Notice. All notices or other communications under this Declaration shall be in writing and shall be considered properly given if personally delivered, sent by U.S. certified or registered mail, or sent by nationally recognized overnight delivery service, addressed as follows: (a) for an Owner, the address of record with the Laramie County Assessor's office, (b) for the ACC, as set forth herein or otherwise specified by like notice to the Owners, and (c) for the Declarant, c/o Dave Berry, 124 Dunn Avenue, Cheyenne, Wyoming 82001 or as otherwise specified by like notice to the Owners. All such notices and other communications will be deemed to have been given and received (i) in the case of personal delivery, on the date of delivery; (ii) in the case of being sent by U.S. mail, when deposited by registered or certified mail, with postage and charges prepaid; or (iii) in the case of delivery by nationally recognized overnight delivery service, on the business day following dispatch if delivery on such date is confirmed by the delivery service provider.



11.10 Subordination. Except as otherwise set forth herein, any mortgage or other encumbrance affecting any Tract shall be subject to and subordinate to each and all of the provisions of this Declaration; provided however, that any liens hereby reserved shall be at all times subordinate to the lien of any mortgagee or lender of any sums secured by a properly recorded mortgage or deed of trust, to the end and intent that the lien of any mortgagee, trustee, or note holder shall be paramount to the lien for Road Association charges imposed herein, and provided further such subordination shall apply only to the charges that shall become payable prior to the passing of the title under foreclosure of mortgage or acquisition of the title by deed in lieu of foreclosure.

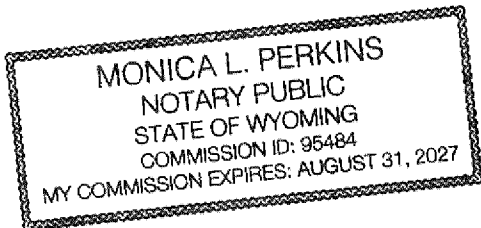
IN WITNESS WHEREOF, this Declaration has been executed this 19th day of December, 2023.

HORSE CREEK RANCH LLC, DECLARANT

BY: *Dave Berry*
NAME: Dave Berry
TITLE: Manager

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

The foregoing "First Amendment to and Restatement of Declaration of Covenants, Conditions, Restrictions and Easements for ROUNDTOP RANCH ESTATES SUBDIVISION (Residential)" was acknowledged before me by David L. Berry, as Manager of Horse Creek Ranch LLC, this 19th day of December, 2023. Witness my hand and official seal. My commission expires: 8-31-2027.



Monica L Perkins
Notary Public