

**DECLARATION OF PROTECTIVE COVENANTS  
RABBIT BUSH RANCH PHASE 2**

**THIS INDENTURE AND DECLARATION OF COVENANTS** running with the land (hereinafter referred to as "COVENANTS"), made this 27th day of February, 2020, by Pronghorn Construction, Ltd., Keogh, a retirement trust dated January 1, 1982, does hereby declare and impose against and upon all of that real property situated in the County of Platte, State of Wyoming, described as follows:

a tract of land, being designated as Tracts 44 through 51 of the "Rabbit Bush Ranch Phase 2", located in portions of Sections 23, 24, 26, and 27, T27N, R67W, 6th Principal Meridian, Platte County, Wyoming, according to the official Record of Survey thereof, as filed for record on February 21, 2020 in Cabinet #2, Slot 391, in the Office of the Clerk Recorder of Platte County, Wyoming.

These COVENANTS being for the purpose of now designating and creating them against and upon the real property and each and every subsequent portion thereof, as a servitude in favor of, and for the rights and benefits of, the real property and each and every subsequent portion thereof, as the dominant tenement or tenements, to find and inure to the rights and benefits of DECLARANTS and all subsequent purchasers and owners of any interest in the real property and any subsequent portion thereof, and the legal representatives, heirs, successors, and assigns of any portion; these COVENANTS to attach to and pass with each and every portion of said real property and to be and have the force and effect of covenants running with the land, so that as to any of said real property with respect to which a violation of these COVENANTS may occur, these COVENANTS may be enforced against the then owner or holder of any of the said Real Property or any subsequent portion thereof, shall be, and is, expressly made subject, which are accepted by each grantee of DECLARANT by acceptance of a deed incorporating this Declaration by reference, which shall apply to and be binding upon the parties to such conveyance, their heirs, devisees, legatees, executors, administrators, successors and assigns, and

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Recorded 3/2/2020 At 2:51 PM  
Malcolm Ervin, Platte County Clerk and Recorder

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which do, and shall, inure to and pass with each and every portion of said real property thereof, are the following to wit:

1. **LAND USE AND BUILDING TYPE:** Residences shall be constructed on site after approval of a well and septic system by the appropriate authority, or by the placement of a modular on a permanent foundation. Trailer houses are not permitted.  
No tract shall be subdivided from the original record of survey of Rabbit Bush Ranch Phase 2 until Pronghorn Construction, Ltd., Keogh is paid in full, and all other contracted limitations are met, and without review and approval of the Platte County Development Office and Platte County Commission. No parking of trailers, trailer-campers, buses, motor homes, bus-campers, truck-campers, boats or other large vehicles shall be permitted in a **permanent** fashion or repeated manner or practice, unless they are enclosed in a building, except not more than two such items may be kept in the yard as an amenity to the main residence. No boats, trailers, automobiles, trucks, buses or any other type of motor vehicle in a non-operative condition are to be parked, jacked-up, blocked-up, worked on, or to remain in a non-operative condition on any tract for a period of more than 30 days at any one time or as a repeated matter of practice.
2. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded record of survey.
3. **NUISANCE:** No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Hunting shall **NOT** be considered a nuisance. **NO FIREWORKS OF ANY KIND ARE PERMITTED.**
4. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind, especially dogs and cats, shall be raised, bred, or kept on any tract, except in a contained area or fenced yard.

5. **FENCING:** Fencing shall consist of wire, poles or other materials generally sold for and considered as good and substantial fence products and fencing shall be erected in a proper workmanlike manner to provide stability and non-objective appearance. Road easements must not be fenced in a fashion that interferes with the intended use of the road or road maintenance.
6. **ROAD MAINTENANCE:** Only those tracts in Rabbit Bush Ranch Phase 2 that have one or more property lines on Trapper Trail or Moonshine Road are subject to the road maintenance agreement. However, this is not intended to imply that those tracts have and exclusive use of the roads. Each applicable tract will have one vote. The road maintenance agreement to be formulated is for the purpose of road maintenance with the authority to govern by majority rule and to determine and enforce equal assessments upon all applicable tracts, without regard to the length of road frontages to assess and collect the cost of said maintenance and contract the work when necessary.
7. **GENERAL PROVISIONS:**
  - a. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the tracts and the Declarant and or its successors or assigns has been recorded, agreeing to change said covenants in whole or in part.
  - b. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.



- c. **AMENDMENTS:** At any time, the majority owners of tracts plus the Declarant and or its successors or assigns shall have the power through a duly recorded written instrument to change any restriction, condition, covenants or reservation set forth herein.
- d. **SEVERABILITY:** Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned have affixed their signatures.

PRONGHORN CONSTRUCTION, LTD., KEOGH, a retirement trust dated January 1, 1982

BY: M. Bernard Lowery, Jr.  
M. Bernard Lowery, Jr., trustee

BY: Ethel M. Rabel  
Ethel M. Rabel, trustee

STATE OF WYOMING     )  
  )ss  
COUNTY OF LARAMIE    )

The above and foregoing DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me on FEBRUARY 27, 2020 by Ethel M. Rabel and M. Bernard Lowery, Jr. as trustees of Pronghorn Construction, Ltd., Keogh, a retirement trust dated January 1, 1982.



Beth Gunthardt  
NOTARY PUBLIC

My commission expires: 04 / 27 / 2020



340 W. 8 STREET, Ste. 204 • CASPER, WYOMING 82601  
 TELEPHONE: (307) 439-4567  
 WWW.TOPOGRAHIC.COM  
 PROJ. # 125893 • December 1, 2019 • DRAWN BY: KLC • CHECKED BY: ALM

PREPARED FOR: PRONCHON CONSTRUCTION LIMITED LLC  
 P.O. BOX 2215  
 GLENDALE, WY 82033

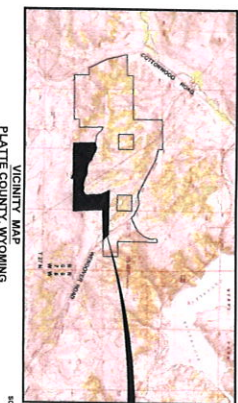
CERTIFICATE OF SURVEY  
 STATE OF WYOMING  
 COUNTY OF ALBANY  
 1/18



LOCATED IN  
 PORTIONS OF SECTIONS 23, 24, 26, AND 27  
 T27N, R67W OF THE 6th P.M.  
 PLATTE COUNTY, WYOMING

# RECORD OF SURVEY RABBIT BUSH RANCH PHASE 2

PLATTE COUNTY, WYOMING



RABBIT BUSH RANCH  
 PHASE 2

1. WATER SUPPLIED BY INDIVIDUAL DOMESTIC WELLS.
2. SEWER DISPOSAL BY INDIVIDUAL SEPTIC SYSTEMS.
3. DECLARATION OF COVENANTS ARE RECORDED BY SEPARATE DOCUMENT.
4. NOT PART OF A FIRE PROTECTION DISTRICT AND FIRE PROTECTION IS NOT OTHERWISE PROVIDED.
5. NO ATTEMPT WAS MADE TO DISCOVER AND SHOW ANY OTHER EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY, CERTIFICATIONS OR WARRANTIES ARE GIVEN, MADE OR IMPLIED AS TO THE EXISTENCE OF ANY SUCH TITLE.
6. WHEN INDICATED THAT THE PROPERTY BOUNDARY IS THE CENTERLINE OF THE ROAD, BRANCHING AND DISTANCES ARE SHOWN TO SAID CENTERLINE.
7. PROPERTY CORNERS ARE SET ON THE INTERSECTIONS OF THE TRACT LINE AND ROAD EASEMENT LINE AS SHOWN HEREON.
8. THE CENTERLINE OF ALL ROADS AS SHOWN HEREON IS THE EXISTING TRAVELED CENTERLINE, AS FOUND DURING THE FIELD SURVEY.

BASE OF EASEMENT IS WYOMING STATE PLANE EAST ZONE, NAD 83  
 DISTANCES ARE GIVEN IN U.S. SURVEY FEET  
 (GROUND SCALE FACTOR = 1.00027788)

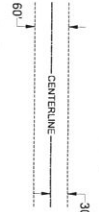
SCALE 1" = 400'

## NOTES

## LEGEND

- TRACT BOUNDARY LINES
- SECTION CORNER, SEE CORNER RECORDS
- 1/4 CORNER, SEE CORNER RECORDS
- ROAD EASEMENT EXTENTS
- FOUND ALUMINUM CAP
- SET ALUMINUM CAP
- POINT ON ROW OF TRAPPER TRAIL, (NOTHING SET)
- TRACT LINE
- 1/4 SECTION LINE

ACCESS UTILITY EASEMENT DETAIL  
 60' WIDE EASEMENT WITH THE BOUNDARY OF EASEMENT  
 (LINED BY DOTTED AND PARALLEL TO THE CENTERLINE)



## NOTES MOONSHINE ROAD AND TRAPPER TRAIL

1. MOONSHINE ROAD AND TRAPPER TRAIL ARE EASEMENTS TO BE PROVIDED FOR PRIVATE, NON-EXCLUSIVE ACCESS AND UTILITY EASEMENTS, SAID EASEMENTS HEREON, THE BOUNDARY OF SAID EASEMENTS SHALL BE LOCATED 30' SHORTER TO MEET AT ADJACENT POINTS.
2. NO PUBLIC MAINTENANCE OF ROADS - PLATTE COUNTY NOT RESPONSIBLE FOR MAINTENANCE OF MOONSHINE ROAD OR TRAPPER TRAIL. PRIVATE ROAD OWNERS.
3. THE EASEMENTS FOR MOONSHINE ROAD AND TRAPPER TRAIL WILL BE RECORDED BY A SEPARATE DOCUMENT.
4. RECORDED BY A SEPARATE DOCUMENT, THE TRACTS SHOWN HEREON FROM WYOMING ROW, PLATTE COUNTY PUBLIC ROAD EASEMENT.

