

DECLARATION OF PROTECTIVE COVENANTS
RED BEAVER RANCH

THIS INDENTURE AND DECLARATION OF COVENANTS running with the land hereinafter referred to as "COVENANTS", made FEBRUARY 15, 2021, by Pronghorn Construction, Ltd., Keogh, a retirement trust dated January 1, 1982, M. Bernard Lowery, Jr., Trustee, and Ethel M. Rabel, Trustee, does hereby declare and impose against and upon all of that real property situated in the County of Crook, State of Wyoming, described as follows:

a tract of land, being designated as Tracts 1 through 9 of the "Red Beaver Ranch", located in the SW ¼ of Section 1, the SE ¼ of Section 2, and the NE ¼ NW ¼ & NW ¼ NE ¼ of Section 11, T. 50N, R. 64W, of the 6th Principal Meridian, Crook County, Wyoming, according to the official Revised Record of Survey thereof, as filed for record on January 20, 2021 at 3:16 PM MST, and duly recorded as Instrument Number 669136 in Photo Book 568F, Page 1600, in the Office of the Clerk Recorder of Crook 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 bind 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 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:** The intended use is single family residential or leisure outdoor open space. Commercial enterprises are not permitted. Residences shall be constructed on site or by the placement of a modular on a permanent foundation, after approval of a permit by the appropriate Crook County authority. Trailer houses and shipping containers are not permitted. No tract shall be subdivided from the original

record of survey of Red Beaver Ranch until Pronghorn Construction, Ltd., Keogh is paid in full, and all other contracted limitations are met, and without review and approval of the Crook County Development Office and Crook 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 or equipment 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 access are reserved as shown on the recorded record of survey and are granted and reserved in the individual deeds.
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. Target practice with firearms by tract owners and their invited guests shall NOT be considered a nuisance, but a gun club, rifle, pistol, or shotgun range is NOT 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. **TIMBER HARVESTING:** No timber shall be harvested except to clear a site for construction of a residence or driveway before Pronghorn Construction Ltd., Keogh is paid in full, without the expressed written consent of Pronghorn Construction Ltd., Keogh.
6. **FENCING:** All new 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. Existing fences may or may not be on the property line, but no fence can be removed or not maintained on any tract before replacing it with a fence that prevents livestock from crossing onto neighboring property. No livestock or domestic

animals may be released on any tract unless the livestock or animals are confined on the owner's property by a proper fence.

7. **ROAD MAINTENANCE:** Only those tracts in Red Beaver Ranch that have a property line on Mink Road are subject to the Road Maintenance Agreement. However, this is not intended to imply that those tracts have an exclusive use of the road. The road maintenance agreement 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 and to assess and collect the cost of said maintenance and contract the work only when necessary.

8. **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. The Declarant or its successors or assigns signature is not needed if the Declarant no longer owns or has existing financing interest in any of the tracts.
- 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.

COPY

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 15, 2021 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: 04/27/2024