



DECLARATION OF PROTECTIVE COVENANTS

THE ROOST SUBDIVISION

THIS INDENTURE AND DECLARATION OF covenants running with the land hereinafter referred to as "COVENANTS", made this 19th day of July, 2017, 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 Crook, State of Wyoming, described as follows:

Situated in a Portion of Sections 21, 22, and 27, Township 52N, Range 65W of the 6th P.M., Crook County, Wyoming as shown on the Survey Map of The Roost Subdivision recorded in File 537 Map 1554 of the Crook County, Wyoming, Clerk's Office.

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 to 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 DECLARANTS 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, insure to and pass with each and every portion of said real property thereof, are the following to wit:

1. LAND USE AND BUILDING TYPE: No tract shall be subdivided from the original survey map until Pronghorn Construction, Ltd., Keogh is paid in full 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 of practice, unless they are enclosed in a building or 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 public record.
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.

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: Each tract in The Roost Subdivision will have one vote in a road maintenance agreement to be formulated under the laws of Wyoming for the purpose of road maintenance and entry gate maintenance with the authority to govern by majority rule and to determine and enforce equal assessments upon each and every tract for the cost of said maintenance when necessary.

The developer shall maintain the roads until such time as ten tracts have been sold and the road maintenance agreement is put into place.

GENERAL PROVISIONS

1. 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 has been recorded, agreeing to change said covenants in whole or in part.
2. 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.

3. AMENDMENTS: At any time, the majority owners of tracts plus the Declarant shall have the power through a duly recorded written instrument to change any restriction, condition, covenants or reservation set forth herein.
4. 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 July 19, 2017 by Ethel M. Rabel and M. Bernard Lowery, Jr. as trustees of Pronghorn Construction, Ltd., Keogh, a retirement trust dated January 1, 1982.



My commission expires: Nov. 12, 2019

Gretchen M. McHugh
NOTARY PUBLIC