

CORRECTED

PROTECTIVE COVENANTS, CONDITIONS

And

RESTRICTIONS FOR RANCH VIEW ESTATES PHASE ONE

Original record recorded 9/20/2020 at 9:47 am REC# 1676963 BK# 1234 PG# 5831

WHEREAS Laurence R. Laughter, Judi L. Laughter, Lane J. Fillingim, Laura R. Fillingim of Ranch View LLC, owners of Ranch View Estates Phase One a duly platted subdivision located in Sweetwater County, Wyoming, the perimeter boundaries of which are described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS Laurence R. Laughter, Judi L. Laughter, Lane J. Fillingim, Laura R. Fillingim of Ranch View LLC,(hereafter "Declarant") desires to place certain Covenants and restrictions on said subdivision for the benefit and protection of the Declarant as well as those purchasing lots in Ranch View Estates Phase One ; and

WHEREAS the Declarant intends that this instrument shall define the covenants and restrictions on Ranch View Estates Phase One and, after recording in the office of the Sweetwater County, Wyoming, Clerk and Ex Officio Register of Deeds, this instrument shall provide record notice of said covenants and restrictions to all subsequent purchasers of lots within the Ranch View Estates Phase One.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that all lots in the Ranch View Estates Phase One acquired after the date of recording of these Protective Covenants, Conditions and Restrictions for Ranch View Estates Phase One are subject to the following covenants, restrictions and conditions:

I. DECLARATION

Declarant hereby declares that all lots in the Ranch View Estates Phase One acquired after the date of recording of these Protective Covenants, Conditions, and Restrictions for Ranch View Estates Phase One shall be owned, sold,

conveyed, encumbered, leased, used, occupied, and developed subject to the protective covenants, conditions restrictions, and easements hereafter set forth. These covenants shall run with the property and bind all parties acquiring any legal or equitable interest in the property; and shall inure to the benefit every owner of any part of the property.

## II. DEFINITIONS

The following terms and phrases used in these Covenants shall be defined as follows:

- A. Covenants. Covenants shall mean these Protective Covenants, Conditions and Restrictions for Ranch View Estates Phase One.
- B. Declarant. Declarant shall mean Ranch View LLC; Laurence R. Laughter, Judi L. Laughter, Lane J. Fillingim, Laura R. Fillingim.
- C. Developer. Developer shall mean Ranch View LLC; Laurence R. Laughter, Judi L. Laughter, Lane J. Fillingim, Laura R. Fillingim or successors or assigns to whom Ranch View LLC; Laurence R. Laughter, Judi L. Laughter, Lane J. Fillingim, Laura R. Fillingim transfers or conveys lots in the property for the specific purpose of resale.
- D. Lot. Lot shall mean a discreet, numbered, subdivided parcel of property as depicted on the Final Plat of the Ranch View Estates Phase One, as recorded in the office of the County Clerk of Sweetwater County, Wyoming.
- E. Owner. Owner shall mean the record owner of a lot, and does not include those having an interest in any lot as security for the performance of an obligation.
- F. Property. Property shall mean the real property described in the Final Plat of the Ranch View Estates Phase One as recorded in the office of the county Clerk of Sweetwater County, Wyoming.

## III. LAND USE AND BUILDING TYPE

1. No buildings shall be erected contrary to applicable Sweetwater County, Wyoming building and zoning regulations. Without limiting the generality of the

foregoing, no buildings shall be erected on sloped ground in contravention of any applicable Sweetwater County, Wyoming building or zoning restrictions.

2. No building to be used as a single family residence on any Lot shall contain less than 2200 square feet of actual living space.

3. No building or out structures shall fall into disrepair and become an eye sore to other residents.

#### IV. UTILITY SERVICES

Availability of water and electricity is as noted on the Final Plat of Ranch View Estates Phase One. All utility service lines and other service lines (such as cable television) shall be underground or located inside the boundaries of buildings. Lot owners are responsible for bringing utilities from lot boundaries to the points of consumption within the lots.

#### V. UTILITY EASEMENTS

Easements for installation and maintenance of utilities are reserved and are shown on the Final Plat of Ranch View Estates Phase One. No structure shall be placed or permitted to remain within the limits of the easement which may endanger or interfere with the installation and maintenance of utilities. Landscaping of the easement area shall be maintained by the owner of the property.

#### VI. SEWER AND SEPTIC SYSTEMS

The proposed sewage system will consist of an enhanced septic system per DEQ requirements. Each individual lot owner must obtain a permit to construct from Sweetwater County Environmental Health Services in Green River, WY. before constructing septic system.

#### VII. PROHIBITED ACTIVITIES

1. No Lot Owner shall park or allow any occupier of a Lot Owner's lot to run unoccupied tractor-trailer combinations within Ranch View Estates Phase One. Tractor/trailer combinations shall only be allowed on Ranch View Estates Phase One streets for delivery purposes only.

2. No trash, garbage, ashes or other effuse, junk or other unsightly objects shall be maintained or allowed on any lot.

3. All owners of animals shall exercise such proper care and control of their animals to prevent them from becoming a nuisance. "Nuisance" shall mean any noisy animal, any vicious animal, or any animal that shall cause foul odors in the subdivision. Excessive, continued, or untimely barking or noise, molesting passerby, chasing vehicles, attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a nuisance. "Noisy animal" means any animal which habitually, constantly, or frequently disturbs the sleep, peace or quiet of any person within the subdivision.

#### VIII. ENFORCEMENT OF COVENANTS

The Ranch View Estates Phase One will not have a homeowner control committee. Instead, any homeowner or homeowners within the subdivision may through legal process enjoin construction of and/or require removal of improvements which do not comply with the provisions of this declaration or enforce any other provision of these Protective Covenants. Once suit is filed to enforce a provision or provisions of the declaration, then the party(s) against whom this declaration is being enforced shall be liable for and shall pay the attorney fees and court costs of the enforcing party(s) as long as the enforcing party is successful in such enforcement action.

ALL PERSONS WHO SIGN THIS DECLARATION AND ALL PERSONS WHO MAY HEREAFTER PURCHASE PROPERTY WITHIN THE RANCH VIEW ESTATES PHASE ONE ARE SPECIFICALLY ADVISED OF THE FOLLOWING:

--If you attempt to erect an improvement which does not comply with the provisions of this declaration or violate any other term or condition, this Paragraph VIII provides that a Court may issue an order forcing you to stop and forcing you to remove that which has been constructed and/or issue any order designed to remedy any other violation of such terms and conditions.

-If a lawsuit is required to enforce the provisions of this declaration against you, this Paragraph VIII provides that a Court may require you to pay not only your own attorney fees to defend, but also the attorney fees of the party(s) enforcing the provisions of this declaration, and costs of suit.

In the event any property owner is uncertain whether construction of an improvement would violate the provisions of this declaration, the property owner is encouraged to speak to other homeowners in the subdivision.

The above provisions shall not be construed as limiting the manners and methods through which the provisions of this declaration may be enforced. In addition to the enforcement options provided above, enforcement of this declaration may be by limited proceedings for recovery of damages, against any person violating or attempting to violate any of the provisions hereof. As provided above, in any suit to enforce a provision or provisions of this declaration, the party against whom this declaration is being enforced shall be liable for and shall pay the attorney fees and court costs of the enforcing party in the event the enforcing party is successful in such action.

#### IIX. LEGAL PROVISIONS

A. Non-waiver. No delay on the part of the Declarant or any other person in the exercise of any right, power, or remedy contained herein shall be construed as a waiver thereof or acquiescence therein.

B. Severable. These restrictions shall be severable and if any be held unenforceable by any court of competent jurisdiction, all remaining Restrictions and Covenants herein set forth shall remain in full force and effect.

C. Limited Liability. Neither the Declarant, nor any officer, agent, nor employee of Declarant, shall be liable to any owner or other person for any action or for failure to act with respect to any matter herein.

D. Assignment of Declarant's Interest. Any and all of the right, title, interest, and estate given to or reserved by the Declarant herein or on the Plat of Ranch View Estates Phase One may be transferred or assigned to any person, firm or corporation by appropriate instrument in writing duly executed by the Declarant and recorded in the office of the County Clerk of Sweetwater County, Wyoming, and wherever the Declarant is hereby referred to, such reference shall be deemed to include its successors and assigns.





RANCH VIEW LLC; LAURENCE R. LAUGHTER, JUDI L. LAUGHTER, LANE J. FILLINGIM, LAURA R. FILLINGIM, DOES HEREBY CERTIFY THAT THE FOREGOING DECLARATION OF PROTETIVE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINS ALL COVENANTS, CONDITIONS AND RESTRICTIONS CURRENTLY IN FORCE AND EFFECT WITH RESPECT TO RANCH VIEW ESTATES PHASE ONE.

IN WITNESS WHEREOF, I have hereunto set my hand this 15<sup>th</sup> day of January, 2021.

RANCH VIEW LLC; LAURENCE R. LAUGHTER, JUDI L. LAUGHTER, LANE J. FILLINGIM, LAURA R. FILLINGIM

By:

Laurence R. Laughter  
Laurence R. Laughter, Owner

Lane J. Fillingim  
Lane J. Fillingim, Owner

Judi L. Laughter  
Judi L. Laughter, Owner

Laura R. Fillingim  
Laura R. Fillingim, Owner

The State of Wyoming )

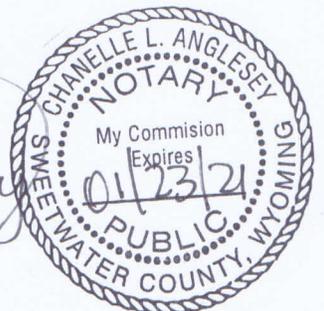
) ss.

County of Sweetwater )

On this, the 15<sup>th</sup> day of January, 2021, before me, a notary public, Ranch View LLC; Laurence R. Laughter, Judi L. Laughter, Lane J. Fillingim, Laura R. Fillingim, personally appeared known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and official seal

Chanelle L. Anglesey  
Notary Public



My Commission Expires: January 23rd 2021