

DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS TO RUN WITH THE LAND

This DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS TO RUN WITH THE LAND FOR, Benton Creek Ranch hereinafter referred to as Declaration, is made by Yellowstone L & R Ranch LLC, a South Carolina Limited Liability Company, whose address is 3138 Five Chop Rd, Orangeburg SC 29115, hereinafter referred to as Declarant.

RECITALS

USE, COVENANTS AND RESTRICTIONS

1. **STATE – COUNTY REGULATIONS:** All tracts or lots shall be governed by the rules and regulations imposed by the appropriate State agencies and County Planning Authority. Any and all improvements and structures placed on any tract or lot and other use development of any tract or lot shall comply with such Governmental Requirements.
2. **DWELLINGS:** Each tract/lot shall be used primarily for residential purposes, except that bed and breakfast facilities and vacation rentals by owners are specifically allowed. Each dwelling shall be of new construction and affixed to a suitable foundation and have a sloped roof. Each tract shall be limited to a maximum of four (4) homes or residences. Camping, including the use of Motor Homes, Recreational Vehicles and Travel Trailers, is allowed by owners and their guests, as long as they are not being used as a permanent residence.
3. **USE OF PROPERTY:** The property shall be used primarily for residential purposes and shall not be used for manufacturing, mercantile, stores, shops, storage (of any kind) repair garages or shops of any kind, oil field or methane business. Businesses which are conducted primarily inside of any residence shall be allowed provided that such business does not detract from the residential appearance of the property and which does not otherwise create a nuisance affecting the owners or occupants of the properties. Bed and breakfast facilities and vacation rentals by owners and business conducted exclusively on the phone or internet are specifically allowed.
4. **APPEARANCE AND IMPROVEMENTS:** All structures and improvements on each tract shall be maintained in a state of good repair and shall be neat and well-kept in appearance. All noxious weeds, (as defined by Wyoming and Crook County Weed and Pest) must be controlled in a manner to prevent seeding and the spread of said seeds by the Owner of each tract/lot. Highly invasive weeds (such as leafy spurge and knapweed) shall be eradicated by aggressive treatment by the Owner.
5. **ANIMALS:** Horses, chickens, domestic pets and grazing animals are permitted within each tract, but shall be confined upon the Owner's property at all times. All animals shall be properly taken care of and maintained in a healthy and sanitary environment. Feed lot and feeding operations for livestock and swine are specifically prohibited. Owners desiring to keep animals on their tract shall construct a fence around the entire perimeter of their tract and shall, at all times, maintain such fence in a manner which prevents any animals from leaving their tract.

6. **ANNOYANCE:** No obnoxious or offensive activity shall be conducted on any tract or lot, nor shall anything be done which may be, or may become, an annoyance or nuisance to other residents and Owners of tracts herein.
7. **SUITABILITY OF SOIL:** The developer does not warrant the suitability of the soil for building or septic tank purposes. The Owner of each tract is solely responsible for all soil tests, permits and for proper and adequate construction of all structures, including septic tanks or other waste facilities of their property.
8. **GARBAGE AND REFUSE DISPOSAL:** No tract or lot shall be used or maintained as a dumping ground for old vehicles, junk, trash or rubbish, and no garbage or waste shall be kept, except in sanitary containers, prior to removal. Individual Owners shall remove garbage from their property within a reasonable time, or use a garbage pickup service. Any unlicensed vehicles or inoperable equipment or machinery shall be screened from the view of adjoining landowners.
9. **FENCES:** Smooth, barbed wire, rail and other decorative fences are permitted, if they are kept in a state of good repair and do not interfere with access to any easement for utilities or roadways.
10. **SEWAGE DISPOSAL:** Sewage disposal for each tract or lot shall be accomplished by individual septic tanks, unless public sewage services become available. All septic tanks and disposal field must be permitted and approved by the appropriate county or state authority. No cesspools or outside toilets are permitted.
11. **HUNTING:** Hunting shall be allowed on any tract/lot provided such hunting does not cause, or threaten to cause, any harm to any Owner and further provided that such hunting is done in accordance with all applicable State and Federal laws. No hunting by the general public is allowed on any tract/lot.
12. **SUBDIVISION AND ACCESS EASEMENTS:** No Owner shall further subdivide any tract/lot, either by formal subdivision or by sale of a tract/lot. No Owner shall erect a fence or gate across any common easement roads.
13. **SEVERABILITY:** Invalidation of any one of these covenants or restrictions by judgement or court order shall not affect any other provision of this Declaration, which shall remain in full force and effect.
14. **ENFORCEMENT:** Any Owner of a tract/lot shall have the right to enforce, by any proceedings at law or in equity, all covenants, restrictions, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by any Owner to enforce any covenants or restrictions contained in this Declaration shall not be deemed as a waiver to enforce such covenant or restriction in the future.
15. **ATTORNEY FEES:** Any expense reasonably incurred in collecting and/or enforcing any of the above covenants, which shall include reasonable attorney's fees by the other tract/lot Owners shall be paid by the tract/lot Owner against whom the covenants have been successfully enforced. If the tract/lot Owner is the successful party to any such enforcement action, such tract/lot owner shall be entitled to recover its reasonable attorney's fees and

