



***DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
GRANT OF EASEMENTS FOR
METZ MINOR SUBDIVISION***

Steve Bush and Tracy Bush, husband and wife, or the survivor of them (herein referred to as the "Declarant") hereby declare that all of the lands within the Metz Minor Subdivision (the "Subdivision"), a Sheridan County subdivision more particularly described as Lots 1 through 4 and Tract A, as laid out and shown in that Plat approved by the County of Sheridan, and recorded in the Office of the County Clerk Sheridan County, on November 15, 2017, in Book M of Plats at Page 75, shall be subjected to the express covenants, conditions, restrictions and easements (herein the "Covenants"), as set forth hereinafter:

1. **Subdivision/Lots Defined.** These Covenants shall apply to all the land located in the Subdivision. The parcels of the Subdivision expressly subject to these Covenants are Lots numbered 1 through 4, as described on the Plat (referred to herein as "Lot" or "Lots") and Tract A, as described on the Plat (referred to herein as the "Conservation Tract"). The record owner of each Lot, whether one or more individuals or entities, shall be referred to herein as the "Owner".

2. **Declarant's Intent/General Purpose of Covenants.** Declarant makes these Covenants for the purposes of: creating and keeping the Subdivision desirable, attractive, beneficial, valuable and suitable in architectural design, materials and appearance for a business park; guarding against fires and other hazards and the unnecessary interference with the natural beauty of the Subdivision and the surrounding area; and for the mutual benefit and general protection of each Lot, the Owners, and the Declarant. These Covenants, and matters relating to the Subdivision, shall be controlled, maintained and enforced by an Architectural Control Committee, which is described in more detail below and shall consist of member(s) who shall be charged primarily with the architectural review and approval of all matters relating to the Lots and the Subdivision.

3. **Use; Re-Subdivision.** No Lot may be used for anything but residential, agricultural or a home business permitted by the Sheridan County Regulations, from time to time. Further, no Lot may be further divided or re-subdivided. The use to which Tract A may be put shall be in the sole and absolute discretion of Declarant, or their assigns. Declarant shall have the full and exclusive use of Tract A for recreation and agricultural purposes, unless they otherwise agree or assign any rights to use Tract A, in their sole discretion.

4. **Easements.** Easements and rights-of-way are hereby expressly granted and reserved by Declarant for the purposes and in the locations as described and shown on the Plat. Each Lot shall have the benefit and burden of an easement across those areas described and shown on the Plat for: access as necessary to obtain ingress/egress to and from the Lot; and utility easements for the construction, maintenance, operation, replacement, enlargement and repair of underground utilities including electrical, gas, telephone, cable, water, irrigation, storm, drainage, sewer, and similar utility lines, pipes, wire ditches and conduits. These easements are granted and reserved for the benefit of each Lot and Tract A within the Subdivision and for Declarant and their successors and assigns.

5. **Architectural Control Committee.** The Architectural Control Committee ("ACC") shall be formed as a statutory un-incorporated association, shall be the governing body of these Covenants and shall consist of Declarant for as long as Steve Bush and Tracy Bush, or the survivor of them, own any interest in any Lot or Tract A. In the event that Declarant at some date hereafter no longer owns an interest in any Lot or Tract A in the Subdivision, then the four Lots shall elect each year three (3) Owners to be the ACC thereafter.



The ACC shall have the right to govern, control and enforce the architectural review and building requirements for all construction on a Lot and any other improvements to a Lot and for the enforcement of these Covenants in general. The ACC shall further be responsible for the approval/denial of any variance to the Covenants and all other rights otherwise described herein.

6. Construction/Plan Approval. No building, structure or any other improvement shall be constructed, erected, placed or maintained on any Lot, nor shall any addition thereto or alteration thereof be made, until the complete plans and specifications have been submitted to, and approved by, the ACC. The plans and specifications to be submitted to the ACC shall include, but not be limited to: the floor plans; all exterior elevations; plot and grading plans; the exterior materials, color schemes and location; character and method of utilization of all utilities, and such other information that may be necessary so that the ACC has sufficient information to evaluate if the proposal meets the requirements set forth herein.

Upon receipt of such plans, the ACC shall meet for the purpose of reviewing the plans and samples submitted as soon as possible, but in no event shall such meeting occur later than twenty (20) calendar days from the receipt date of the plans and samples by the ACC.

In considering the plans and specification, the ACC shall take into consideration the suitability of the proposed construction and/or improvements, and the materials of which it is to be built, with the harmony thereof with the surroundings and the effect of the existing and planned improvements in the Subdivision and on adjacent and neighboring Lots. The ACC shall use reasonable judgment in approving all such plans and specifications, but the ACC shall not be liable to any Owner for the action in connection with the submitted plans and specifications, or any other matter before it, unless it be proven that the ACC acted with malice or wrongful intent. It is expressly understood that no nonconforming structures shall be allowed on any Lot without the prior written approval of the ACC.

7. Continuity of Construction. All structures and improvements commenced on a Lot shall be prosecuted diligently to completion and shall be completed within twelve (12) months from commencement unless an exception is granted in writing by the ACC.

8. Road; Driveways. The paved roadway within the easement across Lot 3 and Lot 2 serves as access for Lots 1, 2 and 3 and shall be regularly maintained and repaired by the ACC, and the costs of maintenance and repair shall be paid one-third (1/3rd) by each owner of Lots 1, 2 and 3, equally.

All driveways to, and parking pads on, each Lot shall be paved with concrete or asphalt or some other all-weather surface that is approved by the ACC. Proper drainage facilities (including culverts) may be required by the ACC as a condition of approval of any plans for improvement and will be provided by the Owner at his expense.

9. Fences. Privacy Fences, walls or similar types of barriers and screens must be constructed, erected and maintained on all Lots in a material, configuration and location approved by the ACC to be an integral or decorative part of a building yard on every Lot. Particularly for Lots on which construction equipment and materials may be stockpiled for the Owner's business, fencing must be incorporated into the Lot to help ensure the Subdivision is kept reasonably neat and clean looking.

10. Signs. No signs, billboards or other advertising structures of any kind shall be erected, constructed or maintained on any Lot for any purpose unless such signage are approved by the ACC.

11. Antennas. Devices for transmitting or receiving radio, television or other electronic signals shall not be permitted on any Lot, or improvement thereon, unless located in the rear of the roof ridge line and/or gable of the main structure and shall not extend above the highest point of such structure so as not to be visible from any Lot.



12. **Exterior Lighting.** Only standard lighting shall be used to illuminate a Lot. All outside lighting shall be arranged, directed and/or shielded so as to prevent such lighting from shining onto or at the adjacent Lots and Tract A.

13. **Water and sewer.** Each structure designed for the occupancy or use by human beings shall connect to a domestic water source and sewage disposal system approved by the County of Sheridan.

14. **Trash.** No trash, ashes or other refuse shall be thrown or dumped on any land within the Subdivision. There shall be no burning of refuse out of doors. Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened from the public view and protected from disturbance. Each Lot Owner is responsible to pay for the cost of their own trash collection.

15. **Animals.** No animals, livestock or poultry shall be kept, raised or bred in the Subdivision, except and unless specifically permitted in writing by the ACC.

16. **Nuisance/Firearms/Fireworks.** No noxious, dangerous or offensive activity shall be carried on within the Subdivision, nor shall anything be done or permitted which shall constitute a public nuisance thereon. No fireworks and no hunting, trapping or other sporting activities shall be allowed in the Subdivision which requires the use of any type of lethal or dangerous weapon or mechanism, unless specifically permitted in writing by the ACC.

17. **Drainage.** No owner shall alter, or allow to be altered, the topographic conditions of any Lot in any way which would permit unusual additional quantities of water drainage, from any source, to flow from the Lot onto any other Lot, easement or public right-of-way other than what would have ordinarily so flowed had the Lot been left in its original unaltered state prior to the development of the Lot.

18. **Drilling/Mining.** No oil drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for oil or gas shall be erected, maintained or permitted on any Lot.

19. **Landscaping.** All surface areas disturbed by construction shall be promptly returned to its natural condition and replanted in grasses or other material approved by the ACC. Each owner shall be required to mow and maintain their Lot in a clean, orderly and well-manicured condition up to the street curbing of the Lot. Well-manicured condition shall mean, at a minimum, that the grass shall not exceed four inches (4") in height and shall be kept in a healthy, weed-free condition. In the event any Lot is not kept free from weeds, underbrush and other than in a clean, well-manicured condition, then Declarant (or its assigns) may enter upon the Lot and clean and/or manicure the same and any expenses thereof shall be charged and paid by the Owner of the Lot. Such entry shall not be a trespass. In the event of such entry, Declarant (or its assigns) shall have a lien in its favor upon the Lot and against the Owner for the full amount chargeable to the Lot for such removal and manicure, and such amount shall be due and payable in full by the Owner within thirty (30) days after the invoice for such services is mailed to the Owner at his last known address.

20. **Lot/Improvement Maintenance.** Each Lot, and all improvements thereon, shall be kept by the Owner in a sanitary, healthful, safe and attractive well-kept condition at all times. No material or equipment (except for normal equipment and material incidental to Lot owner's business/trade) shall be kept on any portion of a Lot. The accumulation of garbage, trash, rubbish or debris of any kind shall not be permitted. All equipment, material piles, storage piles and trash containers shall be screened so as to

not be visible from any public street. Each Lot shall keep the improvements constructed thereon in good condition and repair, free from unsightly defects or otherwise in a state of disrepair.

If an Owner defaults on its obligations under this paragraph and fails to remedy the default after ten (10) days notice of the same, then Declarant (or its assigns) or the ACC may enter upon the Lot to cure the default any expenses thereof shall be charged and paid by the Owner of the Lot. Such entry shall not be a trespass. In the event of such entry, Declarant (or its assigns) shall have a lien in favor of the paying party upon the Lot and against the Owner for the full amount chargeable to the Lot for such removal and manicure, and such amount shall be due and payable in full by the Owner within thirty (30) days after the invoice for such services is mailed to the Owner at his last known address. If not so paid, it shall be deemed a lien on the Lot and may be foreclosed, as set forth below.

21. Storage of Vehicles/Equipment. No automobiles, boats, trailers, campers, motorcycles, buses, trucks, tractors, recreational vehicles, inoperative vehicles, equipment and machinery of any kind, camp rigs, trucks, rigging, or any other item deemed a visual nuisance by the ACC, shall be stored permanently or semi-permanently on the road nor in any right-of-way or driveway on a Lot. All such vehicles, equipment, machinery or other such items are permitted to be stored on a Lot but MUST be screened from public view either within a garage on a Lot and/or behind a fence or screen approved by the ACC to ensure that such storage does not create a visual detriment to the other Lot owners and/or the public. Semi-permanent storage is defined as the storage without movement for a period not exceeding forty-eight (48) hours.

23. Assessments/Payment/Liens.

- a. Authority. The ACC shall have the authority and power to assess dues against each Lot in equal shares for common expenses.
- b. Creation of Lien & Personal Obligation. Each owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay all assessments that may be declared and levied by vote of the ACC, as well as any charges, costs and fees that may become an obligation of an Owner for Owner's failure to comply with the terms of these Covenants, as set forth above. It is agreed that any nonpayment of such amounts shall result in a lien against the non-paying Owner and a lien against the Lot owned by him in the Subdivision. Any (i) such assessment not paid within thirty (30) days after the due date thereof, and (ii) any charge, costs and fees which become an obligation of an Owner for the Owner's failure to comply with the terms of these Covenants, as set forth above, shall thereafter bear interest from the due date at the rate of twelve percent (12%) per annum. Upon the failure of a Lot owner to pay the amount due under (i) or (ii), The ACC will provide written notice to the violating Lot Owner by certified mail and such delivery will be effective on the date such notice is mailed. The violating Lot Owner shall have thirty days from the date of notice to pay, in full, the amount owed, together with the accrued interest thereon. If payment is not received by The ACC within said thirty days, The ACC may bring action at law or equity against the Owner obligated to pay the same, and/or may foreclose the lien against the Lot which is created herein by such nonpayment. The lien created herein may be foreclosed in the manner provided for foreclosure or real estate mortgages in the State of Wyoming and may be Declarant's discretion, accomplished by advertisement and sale. In the event of such collection and/or foreclosure, the nonpaying Lot Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing party in such collection. No Owner may waive or otherwise escape liability for the amount due herein by non-use of the Lot.
- c. Subordination of Lien to Mortgage. The lien in the amount of the unpaid assessment, charge, costs and fees due and created herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect or release the lien created herein for such nonpayment against the Owner or Lot. However, the sale or transfer of any Lot pursuant to the foreclosure of



a first mortgage shall extinguish the lien created herein against the Lot as to payments which became due prior to such sale or transfer; except, such foreclosure shall not relieve the Owner from personal liability for payment of the lien amount.

24. Variance. The ACC shall have the sole power and authority to grant a variance to a Lot from these Covenants for good cause shown in order to prevent undue hardship on an Owner. The variance, if granted, shall not violate the overall theme, intent and appearance of these Covenants and the Subdivision. Any such variance granted must be specific and be in writing, and any variance shall be granted, if at all, on a case by case basis. The grant of any variance by the ACC shall not act as a waiver for the ability to otherwise enforce any provision of these Covenants.

25. Enforceability. If any person/entity shall violate or threaten to violate any of these Covenants, then these Covenants may be enforced by the ACC, by the Owner of any Lot in the Subdivision, or by duly-authorized official of the County of Sheridan; provided however, these covenants shall not run to the benefit of any other third party. If the ACC is required to take action to enforce these Covenants, they shall be entitled to the recovery of all reasonable attorney's fees and costs incurred with their enforcement hereof, whether such enforcement require litigation or not, and such damages (actual and punitive) as may be determined for such violation.

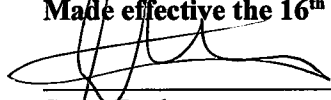
26. Severability. Invalidation of any one of the provisions set forth in these Covenants, by judgment or court order, shall in no way affect any other provisions herein which shall remain in full force and effect.

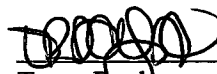
27. Non Waiver. Any failure or delay to promptly enforce a violation of these Covenants shall not be deemed a waiver of the right to so enforce whatsoever.

28. Amendment to Covenants. The covenants, conditions, restrictions, and other agreements made herein shall not be waived, abandoned, terminated, amended, altered or revoked except by the written approval of: (a) Declarant for so long as he/she/they own any lot in the Subdivision, and (b) at least three-fourths (3/4ths) of the Lots in the Subdivision voting for such.

30. Effect and Duration of Covenants. These Covenants shall be for the benefit of and binding upon each Lot in the Subdivision and upon each Owner of each Lot, his successors, heirs and assigns and shall run with the land. These Covenants shall remain in full force and effect for thirty (30) years from the date this instrument is executed, at which time these Covenants shall be automatically extended for five successive terms of ten years each thereafter, unless otherwise properly amended, altered or revoked as provided herein.

Made effective the 16th day of July, 2018.


 Steve Bush


 Tracy Bush

STATE OF WYOMING)
)ss.
 COUNTY OF SHERIDAN)

This instrument was acknowledged before me on the 16th day of July, 2018, by Steve Bush and Tracy Bush.

WITNESS my hand and official seal

My commission expires: 10/29/19

