

622482 DECLARATION OF COVENANTS  
BOOK 500 PAGE 0197  
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AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE RANCHES AT SOLDIER CREEK**

THIS DECLARATION is made on the day hereinafter set forth by Carroll Realty Co., Inc. dba Soldier Creek, LLC, a Wyoming limited liability company, as the legal owner of the property situated in Sheridan County, Wyoming, described herein.

**ARTICLE I  
DEFINITIONS**

1. The "Declarant" shall mean Carroll Realty Co., Inc. dba Soldier Creek, LLC
2. The "Land" shall mean the following described property located in Sheridan County, Wyoming:  
  
Map shown on Exhibit "A" and the legal description on Exhibit "B", both attached hereto.  
Tract 1A is excepted out and not subject to these covenants.  
  
The land is also collectively referred to as The Ranches at Soldier Creek.
3. "Tract or Tracts" shall mean any parcel or parcels of real estate contained within the land. The use of the word "tract" is simply for identification, as the property is being conveyed by metes and bounds legal descriptions and are 35 acres or larger. Nothing herein shall construe or represent it to be a subdivision or subdivision parcel or exclude a tract from receiving agricultural taxation status providing the tract otherwise meets the requirements of state and local taxing agencies.
4. The "owner" shall mean and refer to the owner of record, whether one or more persons or entities of a fee simple title in any tract which is a part of the property, including contract sellers, but excluding any of those having an interest merely as security for the performance of an obligation.
5. "Covenants" or "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for The Ranches at Soldier Creek contained in this document.

**ARTICLE II  
PURPOSE**

This Declaration is established in order to provide a general plan for the improvement and development of the Land. The Declarant desires to subject the land, and any subdivisions thereof, to certain conditions, covenants and restrictions.

NOW THEREFORE, the Declarant hereby declares all of the land shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the land and be binding on all parties having any right, title or interest in the above-described land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE III  
GENERAL RESTRICTIONS ON ALL TRACTS**

**Use:**

Each tract shall be constructed upon, improved, used and occupied only for private residential purposes. No business, commercial, industrial or manufacturing activity is permitted, whether or not conducted for profit. No dwelling or any part thereof shall be used as a boarding house, except Owners may lease single-family residences for residential purposes only.

**Building Restrictions/Construction:**

No more than one single-family residence shall be constructed on any tract.

All residence construction shall be stick-built, log homes, modular homes or SIPS (styrofoam insulated panel systems). Modular homes shall be placed on a permanent foundation and must meet specifications determined by the Declarant. No manufactured homes, mobile homes or trailer houses shall be constructed or placed on the land. No structure shall have rolled roofing or tarpaper or vinyl exterior. All exteriors shall be of wood, composite wood, fiber cement, natural stone, brick, stucco, Drivit® or colored steel siding. The paint color of any residential dwelling must be earth tones, but this shall not be deemed to exclude any of the exteriors allowed herein so long as the same are earth tones. Foundations shall be of the same color as siding material or treated with stucco, brick or other matching materials. All roof materials shall consist of wood shakes, asphalt shingles, colored metal, (not corrugated tin or galvanized finish), or colored concrete roof tile.

The principal residence shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces, and garages, of no less than 1,500 square feet for a one-story dwelling. Where a single-family dwelling contains more than one level, the first level shall be no less than 1,200 square feet and the first two levels shall be no less than 1,800 square feet of floor area. All construction shall be completed within eighteen (18) months following groundbreaking. All construction, including utilities, shall meet the building codes for Sheridan County and any other governing agency on the date of commencement of said construction.

All outbuildings, such as, barns, stables or sheds, shall be stick built, log, or pole barn construction. Outbuildings' exteriors shall be wood, composite wood or colored metal that is esthetically consistent with the residence on the tract and shall not be tar paper, unpainted corrugated tin, or slab wood.

**ARTICLE IV  
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

**Membership:**

There shall be one Membership in the Association for each tract. If there are multiple owners of record or if the owner of record is an entity, the owner shall designate an individual person as the voting Member with respect to the tract, provided that spouses who own a tract together shall be deemed to share a single membership as joint tenants with survivorship. Multiple owners may not change the designation of the Member more often than once each year, except in the event of death or incapacity of the Member. In the absence of such written designation, assessments shall nevertheless be charged against the tract and the owner, but there shall be no right to vote the Membership.

**Member Rights:**

The Member as designated in accordance with the Declaration shall be the only person entitled to vote on behalf of the owner at Association meetings and elections. A Member shall be entitled to one vote for each tract in which he/she/it holds the interest required for membership.

**Meetings:**

Quorum Voting Requirements: After Declarant appoints the three member Committee as discussed below, the Association shall meet annually during the month of June each year. After Declarant no longer constitutes the Committee, a special meeting of the Association may be called if at least fifty percent (50.0%) of the Tracts call for such a meeting. A quorum for any

meeting shall consist of at least fifty-five percent (55.0%) of the Tracts present in person or by written, signed proxy. Except as otherwise specifically stated in these Covenants, any action to be taken by or on behalf of the Association requiring approval of Members shall be deemed approved when it receives the affirmative vote of at least fifty-five percent (55.0%) of the votes cast at a meeting in which a quorum is present. By unanimous vote only, the Committee may change the required quorum and voting percentage requirements. The Committee may impose other regulations for attendance by proxy, except that all proxies must be in writing and signed by the owner. Bylaws shall be prepared and adopted by the Association at their first annual meeting, which shall occur as scheduled by Declarant.

#### **ARTICLE V COMMITTEE — FORMATION, POWERS AND DUTIES**

##### **Committee:**

The specific management of the Association shall be conducted by the Committee. Initially, the Committee shall consist of Declarant only. After thirty (30) of the Tracts are sold and conveyed of record, the Committee shall consist of three (3) Members, each of whom shall be an owner of a tract. The three Members of the initial three-member Committee shall be appointed by Declarant. Following the sale and conveyance of all Tracts by the Declarant, a majority of the Homeowners' Association may, at any time, call a special meeting and, by majority vote, remove and replace any member or all members of the Committee. Thereafter, Members of the Committee shall be elected for one-year terms by a majority vote of the Members of the Association at the next annual meeting of the Association.

##### **Powers and Duties:**

The Committee shall have the following powers and duties on behalf of the Association:

To enter into contracts, maintain bank accounts, purchase materials, labor, equipment and supplies necessary to perform functions of the Committee, and conduct all reasonable business necessary or incidental to the operation of the Association;

To operate, maintain and repair all common roads as appropriate, and to establish and maintain reserve accounts for maintenance and repairs of same to be funded by the Owners;

To assess, collect and disburse Association funds for the purposes set forth herein;

To assess tract Owners for funds necessary for the operation of the Committee;

To enforce the provisions of this Declaration, place liens on Tracts, and enjoin and seek damages from any owner for violation of this Declaration;

To approve or disapprove any plans and specifications submitted for architectural review in accordance with Article VI of the Declaration and to grant/deny any variance to any condition or requirement set forth herein;

To construct, maintain and operate any other facility, utility system or building within the Property deemed necessary by the Committee as to carry out the activities of the Association;

To perform other duties and responsibilities as otherwise set forth in the Declaration;

To enact further rules and regulations governing the use or occupancy of Tracts and construction of buildings and facilities thereon; and

To remedy and correct any violation of these Covenants, and to charge or assess the owner for same.

**Committee Actions:**

**Voting:** Any action by or on behalf of the Committee shall be deemed approved when such action receives the affirmative vote of two (2) or more of the Committee's three (3) members.

**Immunity From Liability:** Neither the Declarant, any Member, the Committee, nor any agent thereof shall be personally liable for:

- (i) debts incurred by the Association;
- (ii) the tort or contract of another Member, whether such other Member was acting on behalf of the Association or otherwise;
- (iii) any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof; or
- (iv) any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises of the Association. In the event any person attempts to impose liability upon a person whom is provide immunity from liability under this paragraph, the person making such attempt shall be liable to reimburse the immune person for all costs, fees, including attorney's fees incurred by such immune person.

**Approval of Assessments:**

The Committee has the power to impose annual or special assessments on Tracts, as noted above. However, in the event the Committee determines to impose an annual assessment or special assessment which would exceed \$25.00 per month, the Committee shall submit the proposed assessment to a vote for approval by the Owners (acting by and through the Members), and in such event the proposed assessment shall be levied only if approved by at least fifty-five percent (55.0%) or more of the Members who voted on the matter at a meeting in which at least a quorum was present. The dollar amount as to which approval by Members is necessary maybe amended from time to time by unanimous vote of the Committee, but such change in the dollar amount may be vetoed by the vote of fifty-five percent (55.0%) of all tract Owners at a meeting called for that purpose.

**Form of Association:**

Upon organization and formation, the Association will be an unincorporated association under Wyoming law. However, Declarant or the Committee after Declarant appoints three other Members may in its/their discretion create a formal entity under which the Association will carry out business. In such event, such entity will assume the rights, obligations and duties of the Association and the Committee hereunder, subject to the terms and conditions hereof.

**ARTICLE VI  
ARCHITECTURAL REVIEW/CONTROL**

**Design Review:**

The Committee shall perform all architectural design review duties for all construction, reconstruction, maintenance or repair on any tract.

#### **Review Process:**

Whenever an owner of a tract wishes to construct a primary residential dwelling, an outbuilding or other accessory building, corral or any other permanent improvement/construction, or to re-construct, maintain or repair same, the owner shall submit to the Committee a complete set of building plans for such proposed construction, one copy on 11"x17" paper and one full-size set if sufficient detail cannot be seen on the 11"x17" copy. Such building plans shall show all exterior elevations of the proposed building(s) and shall designate all the materials and colors to be used for all exterior materials so that the Association has sufficient information to evaluate if the proposal meets the requirements set forth herein. Additionally, the owner shall submit color samples of all such materials for the Committee's review process.

Upon receipt of such plans, the Committee shall call a special meeting of the Committee 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 date of their receipt of the plans and samples or any proposed changes or amendments to previously approved Plans (as defined below). The applicant must submit proof that he/she/it provided a copy of the Plans to all adjacent tract owners and other tract owners within one-half mile of the applicant's tract. The Committee shall attempt to circulate the Plans and samples to other tract Owners for whom the Committee has an address before the meeting if possible, but such circulation shall not be a requirement and failure to circulate shall not invalidate any action taken by the Committee.

Owners may be given the opportunity to comment on the Plans and provide their comment, if any, to the Committee prior to the Committee's review meeting and owner comments received shall be considered in the Committee's review. At the conclusion of the discussion, the Committee shall vote on its approval or disapproval of the proposed Plans and samples, or defer action on the matter as is necessary to obtain more information. Within ten (10) business days following any final vote on Plans, the Committee shall issue a written statement outlining the result of said vote and state whether it approved or denied the proposed Plans and samples. If denied, the Committee shall further provide a written summary of the reasons for such denial and shall provide the same to the tract owner who proposed the Plans.

#### **Approval of Plans:**

No home, building, garage, barn, outbuilding, fence, wall or other structure or improvement shall be commenced, erected or maintained upon the Property (except for initial construction of roads, infrastructure, entryway and fencing by the Declarant), nor shall there be any addition to or substantial change to the exterior of any residence or other structure or improvement upon a tract or the landscaping, grading or drainage from a tract, except in compliance with plans and specifications (collectively, "Plans") which have been submitted to and approved by the Committee in writing.

#### **Variances:**

It is the intent of these Covenants to ensure that the homes and outbuildings constructed are higher than average in terms of quality, appearance and styling. Declarant wishes to promote high quality construction and appearance for each building to be constructed in the subdivision to protect each owner's desired lifestyles and property values. The Committee, in exercising its architectural control, may grant a variance to an owner, upon the owner's written request, to allow the primary residential dwelling or accessory building to be constructed, sided or roofed in some material other than those expressly permitted above. Declarant and Owners acknowledge there may be a type of construction, siding, roofing or other materials proposed that may be otherwise prohibited herein but because of the overall high quality of construction, appearance and style of

the proposed residence or building the Committee may desire, on behalf of the Owners, to allow such and grant a variance.

**Non-Liability:**

Neither the Committee, its Members, the Association, nor the Declarant shall be liable to any owner or other person for any damage or loss suffered or claimed on account of:

- (a) the approval or disapproval of any Plans, whether or not defective,
- (b) the construction or performance of any work, whether or not pursuant to approved Plans,
- (c) the development or manner of development within the Property,
- (d) any damage alleged to have been incurred by the Committee's acts or omissions, or
- (e) any approval or non-approval by the Committee, of any type or nature. In the event any person attempts to impose liability upon a person whom is provide immunity from liability under this paragraph, the person making such attempt shall be liable to reimburse the immune person for all costs, fees, including attorney's fees incurred by such immune person.

It is the specific intent of Declarant, on behalf of itself, Owners, Members and Committee Members that no Committee Member will face financial liability for any action or omission they may take in carrying out their duties. Approval of Plans by the Committee shall not be deemed to be a representation or warranty, that the Plans comply with applicable laws or regulations, including zoning ordinances and building codes.

**Inspection and Approval:**

Any Committee Member or authorized consultant of the Committee may at any reasonable time enter upon any tract after reasonable notice to the owner in order to inspect improvements constructed or being constructed on such tract to ascertain that such improvements have been or are being built in compliance with this Declaration and Plans approved by the Committee. The Committee shall cause an inspection of plans or premises to be undertaken and the Committee shall respond in writing to requests for approval within 30 days of a request from any owner as to his/her/its tract.

**ARTICLE VII  
ASSESSMENTS**

**Assessment for Maintenance:**

Except as specified in Article V, the Association shall establish, by majority vote, the annual assessments required for the repair, maintenance and improvement of the roads and other common elements within the Property. Annual assessments shall be paid within 30 days from the date an owner is notified of the Assessment. All maintenance and repairs to the roadway easements located within the Ranches at Soldier Creek shall be the mutual responsibility of all tract owners, exclusive of tract owners not contiguous to or requiring access from roadway easements located within the Ranches at Soldier Creek and shall be paid by each tract owner as assessed by the HOA.

#### **Personal Obligation of Assessments:**

Each owner of a tract, by acceptance of a deed for the tract, is deemed to agree to pay to the Association the assessments authorized by this Declaration when declared due by the Association. The Association shall have a lien against each tract to secure the payment of all assessments levied pursuant to this Declaration, and expenses incurred in connection with the enforcement of the lien, including interest, costs and reasonable attorneys' fees. Such lien shall be subordinate only to first priority mortgages from an owner in favor of the owner's lender. Each lien may be enforced by appropriate judicial proceedings, and the amounts secured by the lien shall be the obligation of the owner.

#### **Interest:**

If any assessment remains unpaid thirty (30) days after the due date the unpaid amount shall accrue interest at the rate of eighteen percent (18.0%) per annum.

#### **ARTICLE VIII MINIMUM SETBACK REQUIREMENTS**

Each structure on a tract shall have one hundred (100) foot minimum setback distance measured from any tract boundary line to the nearest wall of a structure.

#### **ARTICLE IX LANDSCAPE DEVELOPMENT**

All tracts disturbed by construction shall be reclaimed with ground cover consistent with the topography of the surrounding area in a manner to avoid erosion.

#### **ARTICLE X VEHICLES**

No vehicles, trailers or any vehicular equipment shall be parked along any of the dedicated easements located within the land. Un-licensed, unused, stripped down, partially wrecked, immobile or inoperative vehicles may not be stored on the land unless they are parked in approved outbuildings. Semi-tractor trailers and/or commercial multi-axle vehicles, which are twenty-two (22) feet in length or greater are not permitted to park anywhere within the land, excepting horse trailers owned by the tract owner.

#### **ARTICLE XI SANITARY SYSTEMS**

All septic tanks or other sewage disposal systems must be designed, located, constructed and maintained in accordance with the regulations, requirements and standards of the Wyoming Department of Environmental Quality and any other State or County agency having jurisdiction over the land.

#### **ARTICLE XII AESTHETIC MAINTENANCE**

All property shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the land.

### **ARTICLE XIII TEMPORARY AND GUEST QUARTERS**

With the exception of a motor home or travel trailer as allowed in this Article. No structure of a temporary character, such as a mobile home, travel trailer, motor home, basement, tent, shack, garage or other building shall be used on any tract at any time as a residence, either temporarily or permanently. However, An owner or owner's guest may locate or live in a motor home or travel trailer on a tract for up to three separate fourteen-day (14) periods per calendar year, provided that the motor home or travel trailer is removed from the tract for at least ten days between the periods of location and occupancy. An owner may locate and live in a motor home or travel trailer on his or her tract for a period not to exceed eighteen (18) months during the term of construction of the permanent dwelling upon the tract. The motor home or travel trailer shall be promptly removed or stored after completion of the permanent residence pursuant to these Covenants. Guest quarters may be located in a garage or barn subject to the provisions set forth in the Sheridan County Zoning regulations.

### **ARTICLE XIV OWNER LIABLE FOR LESSEE**

Any owner who leases or otherwise transfers any interest in a tract shall be responsible for assuring compliance by the Lessee or assigned interest holder with all provisions of these Covenants and any assessments by the HOA. The owner shall be jointly and severally responsible with the Lessee for any such violations.

### **ARTICLE XV TELEPHONE, ELECTRICAL AND UTILITY WIRES**

All telephone, electrical and utility wires shall be underground including primary trunk lines and residential access lines. 30' easements along each tract boundary lines have been reserved for access to typical utilities to service each tract. In the event such easement was not reserved in the conveyance document, each tract owner shall grant such 30' easement along its boundary at no additional charge for the easement. It is the intent of the Declarant that each tract owner may access utilities.

### **ARTICLE XVI FENCES**

Any fences constructed on a tract shall be rail or other suitable open wood construction or smooth wire, barbed wire or steel/wood gate construction. Fence material and design shall be subject to approval pursuant to Article V herein. Fences shall be kept in good repair at all times.

### **ARTICLE XVII SIGNS**

The Declarant may place a sign at each entrance to the land advertising Soldier Creek Ranch Estates. No other signs are permissible except for "For Sale", "For Rent", and "Private Driveway" name signs. Address signs more than 4 sq. ft. must be approved by the HOA.

### **ARTICLE XVIII OTHER PROHIBITED USES**

1. No part of a tract shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or other non-residential purpose, including, but not



limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, commercial trucking, construction yard, or other place of amusement.

2. Hunting by respective tracts owners is permissible when done in accordance with applicable Wyoming Department of Fish, Wildlife and Parks regulations and conducted in a safe manner with respect to other tract owners. No tract owner shall lease hunting rights or permit hunting by the general public.
3. Firearms: Development of any area for the purpose of firearms target practice is prohibited.
4. Roads: Excepting those tracts contiguous to the Soldier Creek Road, no tract shall provide an easement for ingress or egress to any adjoining property for any reason unless seventy-five percent (75%) of the tract owners consent to such easement.
5. No noxious activity shall be permitted on any tract which is a nuisance to adjoining tracts or which could foreseeably become a nuisance to adjoining tracts. Overgrazing or using the property in such a manner that creates or permits erosion or other waste shall be considered a nuisance.

#### **ARTICLE XIX MINING AND QUARRYING OPERATIONS**

Carroll Realty Co., Inc. dba Soldier Creek LLC has taken title to the property with one half (1/2) of all of the oil, gas, coal, coalbed methane gas and other minerals and fissionable materials previously owned by the Griffith Foundation in and under the same. Soldier Creek LLC is passing any and all rights it may have obtained to the subsequent tract owner. The Declarant and subsequent owners acknowledge that to the extent any interest or title to any mineral, oil gas, sand, gravel or hard rock has been previously severed from the surface estate, is according to the split estate law and Federal, State or local regulations. The Griffith Foundation made no representation, warranty, or covenant, expressed or implied, with respect to the title of the minerals. Soldier Creek LLC took title to such minerals in as is condition. Griffith Foundation excepted from this sale and reserved to itself one-half (1/2) of all gravel, rock, sand and other aggregate owned by the Griffith Foundation at the time of the sale. The Griffith Foundation, not withstanding the aforementioned reservation, grants to the Soldier Creek LLC or their successors in interest, the sole and final determination as to whether such gravel, rock, sand or other aggregate shall be produced, or leased or contracted to a third party for the production thereof. Even though it was granted to Soldier Creek LLC, The Ranches at Soldier Creek have determined that no mining or quarrying operations for gravel or other natural resources contained on the surface of the land shall be allowed with the exception of gravel mining operations necessary for the construction and maintenance of roads internal to the development.

#### **ARTICLE XX ANIMALS AND LIVESTOCK**

##### **Domestic Livestock:**

Horses, mules, chickens, sheep, goats and cattle only are permitted. All other animals including, but not limited to, geese, ducks, turkeys, burros, donkeys, llamas, swine, rabbits, emus, peacocks, camels and ostriches are not permitted.

##### **Confinement:**

Domestic livestock must be confined to the owner's tract of land and shall not be allowed to roam on adjacent tract owners without their consent. Tract owners with livestock must have sufficient corrals or confinement facilities to provide for the safe keeping and normal animal husbandry requirements of said animals. The number of domestic livestock permitted on a given tract shall not exceed the carrying capacity of that tract so as to be determined to be overgrazed and

detrimental to the well being of said livestock and range conditions. No tract shall be extensively overgrazed to such an extent that erosion is eminent and it is visually objectionable. A condition of overgrazing shall be determined by a 3 person committee consisting of the local county extension agent, a range management specialist, and a member of the homeowner's association of Soldier Creek LLC.

#### **Domestic Pets:**

Dogs and cats or domesticated wildlife (not prohibited by Wyoming Game and Fish Department) are permitted. No domestic pet shall be allowed to run at large or become a nuisance to other tract owners. Dogs shall never be allowed to run at large. Any dog running at large harassing or injuring livestock or wild game shall be subject to all the remedies of civil law and may be disposed of as determined by local enforcement authority.

#### **4-H and FFA Livestock Projects:**

Livestock that are a part of youth agricultural organizations such as 4-H and the Future Farmers of America are permitted subject to the same conditions set forth herein for all other livestock. In the event that a 4-h or FFA livestock project requires special circumstances not explicitly addressed herein, the tract owner shall submit a request in writing to the homeowner's association requesting a "special circumstances waiver" of the specific covenant limiting such activity. The homeowner's association shall make the final decision regarding any such waiver.

#### **Livestock Corrals and Facilities:**

All animal manure and bedding shall be disposed of properly by being hauled to an accepted landfill or properly disposed of by scattering it in a large enough area to allow for natural deterioration. No manure or bedding shall be stockpiled or disposed of in any fashion that could cause any contamination of water in the Soldier Creek watershed or any livestock reservoir.

#### **Animal Carcasses:**

Animal carcasses shall be disposed of at the Sheridan County Landfill or may be buried in a pit with not less than 24 inches of overburden. Animal carcasses shall be disposed of within 24 hours of the animal dying to prevent an attraction for wild animals to feed on the carcasses and to prevent spread of disease and offensive odors.

### **ARTICLE XXI NO SUBDIVISIONS**

No owner may further subdivide a tract to less than thirty-five (35) acres, either by formal subdivision or by sale of a tract in more than one parcel.

### **ARTICLE XXII RUBBISH AND TRASH COLLECTION**

No tract shall be used or maintained as a dumping ground for rubbish or trash. All rubbish, trash and garbage shall be regularly removed from each tract, and shall not be allowed to accumulate thereon. Trash burning shall be permitted in approved incinerator devices. Open burning of trash piles is prohibited. Each tract owner shall be responsible for arranging private pickup and removal of garbage at least once every two (2) weeks. All refuse containers, storage areas, machinery and equipment shall be maintained in a clean and sanitary manner and secured so trash may not blow or scatter in any manner.

**ARTICLE XXIII  
MISCELLANEOUS PROVISIONS**

**Severability:**

In the event a court of competent jurisdiction declares any portion of these Covenants to be invalid or unenforceable, the remaining provisions of these Covenants shall remain in effect.

**Effect and Duration:**

These Covenants shall run with the land and shall be for the benefit of and binding on each tract owner, and their respective heirs, assigns, agents, invitees, social guests, and successors in interest and shall continue to be of full force and effect perpetually unless these Covenants are terminated pursuant to the laws of the State of Wyoming.

**Enforcement:**

Any tract owner, the HOA, or any officers thereof may institute proceedings at law or in equity to enforce any of the provisions of these Declarations, to restrain any individual or entity from violating or threatening to violate these Covenants, to recover damages, both actual and punitive, for such violations, and shall be entitled to collect all attorney's fees and collection costs incurred in the successful enforcement of these Covenants. Failure to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 26 day of September, 2008.

Soldier Creek, LLC

Dixie J. see Thomas G. Belus and Jane P. Clark  
Jane P. Clark

STATE OF WYOMING )  
                              )  
COUNTY OF SHERIDAN )

On this 26 day of September, 2008, before me personally appeared Dixie J. see Thomas G. Belus and Jane P. Clark to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that ~~they~~ executed the same as ~~their~~ free act and deed.

Given under my hand and notary seal this 26 day of September, 2008.  
C. DOLZADELLI - NOTARY PUBLIC  
County Of Sheridan      State Of Wyoming  
My Commission Expires April 02, 2011  
C. Dolzadelli  
NOTARY PUBLIC

My Commission Expires: 4-2-2011

Township 56 North, Range 85 West, 6<sup>th</sup> P.M.  
Sheridan County, Wyoming

Section 14: S $\frac{1}{2}$ SE $\frac{1}{4}$   
Section 23: N $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$   
Section 24: S $\frac{1}{4}$ , S $\frac{1}{2}$ N $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$   
Section 25: W $\frac{1}{4}$   
Section 26: All

EXCEPTING a tract of land situated in the S $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 14 and in the N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$  and S $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 23, all in Township 56 North, Range 85 West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Beginning at a point which bears N 1°16'11" W a distance of 184.62 feet from the Northeast Corner of said Section 23, this point of beginning also being on the centerline of the County Road known as Soldier Creek Road; thence leaving the centerline of said road on a bearing of N 1°16'11" W for a distance of 1,158.07 feet; thence S 89°40'46" W for a distance of 2,637.29 feet; thence S 0°13'40" E for a distance of 1,345.78 feet to the North  $\frac{1}{4}$  Corner of said Section 23; thence S 89°35'44" W for a distance of 2,668.42 feet to the Northwest Corner of said Section 23; thence S 1°26'57" E for a distance of 2,597.65 feet to the West  $\frac{1}{4}$  Corner of said Section 23; thence N 89°56'21" E for a distance of 369.88 feet to a point on the centerline of the County Road known as Soldier Creek Road; thence following the centerline of said County Road on an alignment that follows the 1928 survey centerline for the realignment of the County Road for the following courses and distances; N 45°10'13" E for a distance of 494.89 feet to a point of curvature; thence along a curve to the right, having a Radius of 716.28 feet, a Central Angle of 30°40', an Arc Length of 383.38 feet and a Chord bearing N 60°30'13" E for a distance of 378.82 feet to a point of tangency; thence N 75°50'13" E for a distance of 647.40 feet; thence N 67°50'13" E for a distance of 449.20 feet to a point of curvature; thence along a curve to the right, having a Radius of 953.35 feet, a Central Angle of 11°55', an Arc Length of 198.28 feet and a Chord bearing N 73°47'43" E for a distance of 197.92 feet to a point of tangency; thence N 79°45'13" E for a distance of 216.90 feet; thence N 78°45'13" E for a distance of 349.50 feet to a point of curvature; thence along a curve to the left having a Radius of 477.64 feet, a Central Angle of 35°00', an Arc Length of 291.78 feet and a Chord bearing N 61°15'13" E for a distance of 287.26 feet to a point of tangency; thence N 43°45'13" E for a distance of 561.40 feet to a point of curvature; thence along a curve to the left, having a Radius of 716.04 feet, a Central Angle of 24°00', an Arc Length of 299.94 feet and a Chord bearing N 31°45'13" E for a distance of 297.75 feet to a point of tangency; thence N 19°45'13" E for a distance of 493.21 feet to a point of intersection of said 1928 survey centerline and the presently constructed County Road centerline as realigned; thence along the centerline of the existing graveled roadway as realigned for the following courses and distances; N 24°45'27" E for a distance of 150.11 feet; thence N 35°14'11" E for a distance of 116.88 feet; thence N 46°10'45" E for a distance of 248.25 feet; thence N 53°35'45" E for a distance of 160.20 feet; thence N 62°51'58" E for a distance of 137.03 feet; thence N 85°14'09" E for a distance of 146.17 feet; thence S 86°49'12" E for a distance of 751.33 feet to the point of beginning.

Less and Except the following described land

A TRACT OF LAND LOCATED IN THE NW1/4NE1/4 OF SECTION 24 T.56N,  
R.85W, 6TH P.M., SHERIDAN COUNTY, WYOMING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 24, SAID  
CORNER BEING A FOUND PIN AND CAP STAMPED "LS2615", THENCE  
S44°37'43"W A DISTANCE OF 1880.10' TO THE NE1/16 CORNER OF SAID  
SECTION 24, SAID CORNER BEING A FOUND PIN AND CAP STAMPED "LS520"  
AND BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED  
TRACT;

THENCE N24°56'05"W A DISTANCE OF 595.80' TO A SET PIN AND CAP  
STAMPED "RLS 5008 ARLETH ASSOC.";

THENCE N80°40'43"W A DISTANCE OF 228.49' TO A SET PIN AND CAP  
STAMPED "RLS 5008 ARLETH ASSOC.";

THENCE N09°35'01"W A DISTANCE OF 754.12' TO A SET PIN AND CAP  
STAMPED "RLS 5008 ARLETH ASSOC.";

THENCE N89°29'01"E A DISTANCE OF 599.80' TO A FOUND PIN AND CAP  
STAMPED "LS2615", SAID PIN AND CAP BEING THE EAST 1/16 CORNER OF  
SAID SECTION 24 AND SECTION 13;

THENCE S00°06'18"E A DISTANCE OF 1326.28' TO THE POINT OF BEGINNING.