

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS****Sheridan, Wyoming**

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**THIS DECLARATION** made this 8<sup>th</sup> day of September, 1999, by **JOHN E. RICE & SONS, INC., d/b/a WRENCH RANCH**, hereinafter referred to as Declarant.

**WITNESSETH:**

**WHEREAS**, Declarant is owner of certain real property (Property) in Sheridan, Wyoming, which is more particularly described and set forth as follows:

A tract of land situated in the NE1/4 of Section 4, Township 56 North, Range 84 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming, more particularly described as follows:

Commencing at the southwest corner of Section 34, Township 57 North, Range 84 West; thence N88°48'51"E, 1575.24 feet along the south line of said Section 34 and the north line of said Section 4 to the POINT OF BEGINNING of said tract; thence S06°32'05"W, 806.49 feet to a point; thence S07°35'56"E, 995.10 feet to a point; thence N82°24'04"E, 919.45 feet to a point on the westerly right of way line of State Highway No. 338; thence N07°35'56"W, 1195.63 feet along said westerly right of way line to a point; thence, along said westerly right of way line through a curve to the left, having a radius of 22,878.32 feet, a central angle of 01°01'00", an arc length of 405.96 feet, a chord bearing of N08°06'26"W, and a chord length of 405.95 feet to a point; thence N08°36'54"W, 73.70 feet along said westerly right of way line to a point; thence S89°20'19"W, 60.58 feet along said westerly right of way line to a point; thence N08°36'56"W, 20.75 feet along said westerly right of way line to a point on said north line of Section 4; thence S88°48'51"W, 661.24 feet said north line to POINT OF BEGINNING.

Said tract contains 35.02 acres of land more or less.

**NOW, THEREFORE**, Declarant hereby declares that all of the properties described and referred to in the above Property shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant, its assigns or successors, subject to conditions, restrictions, reservations and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitudes and covenants (hereafter referred to as "covenants"). Each and every covenant is for the benefit of the Declarant, its assigns, heirs, and successors and shall attach and be appurtenant to the land owned by the Declarant which is located in Sheridan County, Wyoming and known as the "Wrench Ranch", excepting those lands located within the Suburban Gardens, Wild Hollow, or North Rim Ranchettes subdivisions. These covenants shall run with the land and inure and pass with the Property and each and every parcel of land therein. These covenants shall be binding on all owners of land in the Property and their successors in this interest, regardless

of how that interest is acquired. This includes, but is not limited to, adverse possessors, lessees and purchasers at mortgage foreclosure sales. Except that should the Property become under the ownership of the Declarant, the Declarant may unilaterally amend, modify or eliminate any or all restrictions set forth in this Declaration of Covenants, Conditions and Restrictions.

It is the intention of the Declarant that the Property be developed and maintained as a highly desirable rural residential area. The purpose of the following covenants is that the present natural beauty, growth, native setting and surroundings shall be protected in conjunction with the uses and structures permitted by these Declaration of Covenants, Conditions and Restrictions.

#### **Use and Other Restrictions**

(1) No re-subdivision shall be permitted as restricted on the deed. No more than one single family residence is permitted to be constructed on the Property.

(2) The Property shall be used for single family residential and recreational purposes. No manufacturing or commercial enterprise of any kind for profit shall be maintained on, in front of, or in connection with the lands, except the Property may be used for home occupations or limited agricultural uses. A home occupation use is a use (1) clearly incidental to or secondary to the residential use of the dwelling on the Property; (2) carried on within the dwelling by one or more occupants of the dwelling and does not employ anyone not residing in the dwelling; (3) does not display or create outside the dwelling and exterior evidence of the operation of the home occupation; and (4) does not involve the operation of a store, the sale of merchandise, the keeping of stock in trade, the use of the premises for commercial camping, commercial recreation, commercial overnight parking, or the presence or visitations of clients and/or customers; (5) create any noise. Limited agricultural uses are defined in paragraph 26 of these covenants.

(3) All buildings erected on the Property shall be a detached single family dwelling with an attached 2 or more car garage and other outbuildings, fences, corrals, water impoundments, or other structures that may be approved by the Declarant. A single family residence shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages of 2,000 square feet. One and one-half story structures shall be permitted with a ground floor area devoted to living purposes, exclusive of porches, terraces and garages of a minimum of 1,400 square feet and the one-half story not to exceed 50% of the ground floor area. No building

constructed or erected on the Property shall present a solid two story facade without a change in the roofline.

(4) All buildings, outbuildings, interior fences including yard fences, corrals, and/or other structures constructed or erected on the property shall be within the building envelope/area as described as follows:

A tract of land situated in the NW1/4NE1/4 of Section 4, Township 56 North, Range 84 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

Commencing at the southwest corner of Section 34, Township 57 North, Range 84 West; thence N88°48'51"E, 1575.24 feet along the north line of said Section 4 to the POINT OF BEGINNING; thence N88°48'51"E, 325.36 feet along said north line to a point; thence S00°06'00"E, 752.82 feet to a point; thence S82°29'20"W, 422.01 feet to a point; thence N06°32'05"E, 806.49 feet to the POINT OF BEGINNING.

Said tract contains 6.60 acres of land more or less.

(5) No mobile homes, modular homes or any other structure constructed or partially constructed off the site of the Property shall be permitted to be placed on the Property.

(6) No structure on the Property may be inhabited until it has been completely enclosed and substantially completed and sanitary facilities and utilities have been installed.

(7) No structure of a temporary character, a mobile home, trailer, basement, tent, garage, barn or other building shall be built or moved onto the Property at any time and used as residence or other building either temporarily or permanently, with the sole exception of a temporary contractor's shed and/or trailer and temporary sanitary facilities may be erected and used during the period of construction. Provided, however, recreational vehicles owned by the landowner may be stored on the premises in an outbuilding or other enclosed structure which plans for construction have been approved by the Declarant and constructed in accordance to these covenants.

(8) Residences, outbuildings, fences, walls, exterior lighting facilities, domestic water or waste water disposal systems or other structures may be constructed, replaced or altered on the Property only after the plans and specifications showing the location of the structure and the plans and specifications for construction or alteration have been approved by the Declarant as to the quality of workmanship and materials, harmony of colors to blend with the surrounding area and harmony of external design with the existing structures and/or location with respect to topography, finished grade, elevation and compliance with the covenants herein. Specifically disallowing bright, shiny

metallic-type external finish and metal siding.

(9) All exterior finish shall be of wood, stone or brick and painted surfaces shall be of earthtones. Earthtone stucco or similar type materials shall be allowed. White is not considered an earthtone color. Soffit, facie and trim may be of other materials as determined by the Declarant but shall exclude bright, shiny, metallic-type external finishes.

(10) Yard fences may be of any type as shall be approved by the Declarant. Any other fence or fences other than those constructed by the Declarant shall have to be approved by the Declarant.

(11) Chimneys shall be of stone or brick of natural color. No metal chimneys shall be allowed. All chimneys, flues, fireplaces, including outdoor fireplaces or facility of any type, designed to contain a fire must be installed with a spark retardant screen designed to contain sparks that may cause fire outside its confines. Any material used for burning in any fireplace, woodstove or any other type of heating stove or facility must be stored such that it is not visible from the front of the building envelope and does not extend in front of the rear line of the residence unless approved by the Declarant.

(12) Roofs shall be black or dark charcoal gray in color and be of T-lock asphalt shingles, cedar shakes, cement or other such material as may be approved of by the Declarant. The Declarant in its discretion may approve metal roofs however, bright shiny, metallic finishes will be disapproved.

(13) No building material shall be stored on the Property for a period of longer than thirty (30) days unless substantial construction is actually in progress.

(14) All area disturbed by construction shall be returned to natural conditions and replanted within one growing season with suitable ground cover.

(15) All lands, buildings, structures, fences, and other improvements shall always be maintained and kept in good repair.

(16) Basketball boards or other sporting equipment shall be attached to the house, garage or other building and not supported on separate posts unless no part thereof extends in front of rear line of the residence.

(17) No junk, inoperable or unlicensed automobiles, mechanized vehicles of any type, trailer, boat, camper or other recreational type vehicle, farm machinery or stock trailers shall be

situated or parked on the Property for more than seven (7) consecutive days, nor more than twenty-eight (28) days within any calendar year, unless such vehicle or equipment or implement is enclosed in a garage or other outbuilding. No mechanical repair may take place outside an enclosed building. No parking shall be allowed within the boundaries of any road right of ways.

(18) No gasoline or other type of fuel, except propane, shall be stored in tanks or containers located above or on the surface of the ground. Propane tanks shall be located such that they are not visible from the front view of the building envelope and shall not be located in front of the rear line of the residence. All propane tanks shall be enclosed in a screen from view. Such enclosure from view shall be approved by the Declarant.

(19) Necessary outbuildings, corrals, water facilities and other structures for the purpose of keeping horses or mules shall be permitted on the Property, provided however that arenas for roping shall not be allowed due to dust and noise. Corrals and/or paddocks shall be kept free of weeds and shall be cleaned of manure on a regular basis so not to create noxious odors. Corral/paddock facilities shall be approved by the Declarant as to size and materials for construction. No "hot walker" or other equestrian exercising equipment shall be placed in front of the rear line of the residence, such equipment shall not be visible from the front of the building envelope unless approved by the Declarant.

(20) No portion of the Property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such trash, garbage or other waste shall be kept in sanitary containers which are to be housed within enclosures and all containers shall be secure against spilling and shall be removed to a public land fill at time of disposal. The burning of garbage or trash in incinerators or by any other means is prohibited. Normal agricultural ditch burning may be permitted if done with care and discretion in conformity with Local, State and Federal regulations and the Declarant.

(21) The Property owner shall be required to take all measures necessary to eliminate noxious weeds at their own expense and comply with all local, state and federal regulations. The definition of a noxious weed shall be that imposed by the Sheridan County Weed and Pest Control, and/or the Declarant.

(22) The Property owner may not clear brush or trees or do any extensive branch trimming or clearing of any nature except after having first obtained written approval from the Declarant. Such

approval shall specify the time and manner in which such clearing can be done and what may be cleared.

(23) No weeds or unsightly growth of plants shall be permitted to grow or remain upon the Property, and the Property shall be kept cleared of any trash, debris or waste.

(24) No noxious or offensive activities shall be carried on within the Property at any time, nor shall anything be done which may constitute an annoyance or nuisance. The Declarant shall determine whether any use is an annoyance or nuisance.

(25) Since it is the desire to retain the Property in as near its natural state as possible and to maintain peace and quiet in the area, there shall be no hunting, discharge of firearms, archery hunting, or fireworks on the Property. No trapping of any kind unless approved by the Declarant shall be allowed. Feeding of wildlife shall be in conformance with state and local wildlife, game and fish authorities practices and procedures.

(26) No birds, dogs, cats, pets, poultry, rabbits, llamas, animals or livestock of any type shall be raised, bred, or kept for any commercial purpose on the Property except for limited agricultural uses. Limited agricultural uses are defined as raising hay, grass, crops, grazing and other uses associated in raising cattle. Llamas, goats, swine, stallions, donkeys, sheep, ostrich, emu, poultry and rabbits are expressly forbidden and none shall be kept on the Property at any time for any purpose.

(27) Horses and/or mules may be kept and raised only for family use and enjoyment or in association with raising cattle. All horses and/or mules shall be confined by a fence, corral or enclosure which is sufficient to restrain them.

(28) Owners of the Property shall follow proper land management procedures to prevent overgrazing or erosion of the Property. The Property owners shall keep their Property from unsightly conditions through grazing and/or mowing. The Declarant shall have exclusive right to determine when overgrazing or erosion is threatened by the acts of the Property owners.

(29) Any dog, cat or other pet which may be kept shall not become a nuisance. No pet shall at any time be permitted to run at large, and all pets shall be kept either in the dwelling or in an approved enclosure unless under the direct and immediate control of the owner.

(30) All motorcycles and motorcycle type of transportation, including but not limited to motorbikes, trail bikes, any all terrain vehicles, as well as all snow machines, recreational vehicles,

trucks, pick-ups, automobiles and vehicles of any kind shall comply with legal licensing requirements both as to the vehicle and the driver or operator thereof, shall comply with and obey all laws, rules and regulations of the State of Wyoming and the County of Sheridan relating to ownership, licensing, operation and use of the foregoing means of transportation, whether on public roads or on the Property.

(31) Motorcycles, all-terrain and similar type vehicles, motorbikes, trail bikes and snowmachines and snow vehicles of any and all types shall be used only to enter and exit from the public roads to the Property. It is strictly prohibited to operate such foregoing means of transportation in any unsafe, noisy or offensive manner on the property and operation thereof shall be limited to only ingress and egress as stated above. In addition, all vehicles of any kind shall be operated at a noise level which are at least as quiet as factory noise level.

(32) Any and all wells drilled on the Property shall be used for domestic, stock water and irrigation. Sale of water for profit shall be prohibited.

(33) All sewer systems shall be approved by the Declarant prior to construction and must comply with applicable local, State and Federal requirements and standards. All sewer systems construction shall be properly inspected and licensed by the County of Sheridan.

(34) In the event public water or public sewer facilities are extended to the Property, the owner of the Property having a dwelling already constructed, being constructed or at such a time construction should begin shall hook on to the public water or public sewer system at their own expense.

(35) Any and all utilities placed on the Property except those existing shall be underground.

(36) Any swimming pools with the exception of children's wading pools not exceeding eight feet in diameter, tennis courts or other outdoor recreational facilities which are to be constructed or located on the Property shall have prior approval as to design and location from the Declarant.

(37) No television or other communication towers or structures including satellite dishes exceeding four (4) feet in diameter shall be placed in front of the rear line of the dwelling and shall be enclosed or screened from view. Any such tower or structure that exceeds three (3) feet above the building roof line shall be first approved by the Declarant.



(38) No outside illumination equipment, fixtures or yard lights which will be detached from the residence, garage or other building shall be constructed unless attached to a post or pole which shall not exceed eight (8) feet in height and which post or pole shall conform to the general architectural plan of the dwelling. All connections for such detached illumination shall be underground. This paragraph shall not be construed to prevent Christmas lights from December 1 to January 10 of each Christmas season.

(39) Excavation for stone, gravel or earth on the Property is prohibited.

(40) The Declarant shall have the authority to determine compliance with the covenants contained herein. Upon the violations of any covenant, a written notice of such violation or failure shall be directed to the violator who shall then have ten (10) days after receipt of the said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, the Declarant may re-enter and take possession of the violator's premises and/or correct the violation and charge all costs of such correction to the Owner. In addition, liquidated damages may be assessed against the violator at the rate of \$25.00 per day for each day the violation continues after the ten (10) day notice. In the event suit is required to collect any sums due, or to enjoin the violation of any of the covenants contained herein, the violator, in addition to any of the other penalties provided herein or which may be assessed by the Court, shall be liable for all attorney's fees and costs incurred by the Declarant in bringing such action.

(41) Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way effect any other provisions which shall remain in full force and effect.

(42) The covenants and restrictions of this Declaration shall run with, and be binding upon, the land for a term of twenty (20) years from the date of this declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended, modified or eliminated at any time by an instrument signed by the Declarant.

(43) There are existing structures and improvements on the Property. The existing structures and improvements shall be deemed to comply with the restrictions set forth above. However, any improvements, additions, replacements, or reconstructions of the existing structures or improvements shall be completed in conformance with the above restrictions.

**IN WITNESS WHEREOF**, the Declarant have executed this Declaration of Covenants,



Conditions and Restrictions this 8<sup>th</sup> day of September, 1999.

**JOHN E. RICE & SONS, INC., d/b/a WRENCH RANCH**

By: [Signature]  
President

Attest:

Carla J. Ash  
Secretary

STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF SHERIDAN   )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 1999, by  
NELTJE, President, of JOHN E. RICE & SONS, INC., d/b/a WRENCH RANCH.

WITNESS my hand and Official Seal.



[Signature]  
Notary Public

My Commission expires: Nov. 24, 2001