

**DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS OF****OWL CREST SUBDIVISION****A SUBDIVISION LOCATED IN SHERIDAN COUNTY, WYOMING**

This declaration of protective covenants, restrictions and conditions is made this 24<sup>th</sup> day of July, 2007 by the undersigned (Declarants), being the owners of all real property located in Owl Crest Subdivision, a subdivision located in Sheridan County, Wyoming, and the plat of said subdivision is by reference specifically made a part hereof, and in all respects as if fully contained herein.

The Declarants intend to develop the lands within the Owl Crest Subdivision for the purpose of orderly residential living, and therefore such land shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and conditions (collectively "Covenants") set forth herein.

These covenants shall run with the real property and be binding upon all parties who have any right, title or interest in the described premises, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The conditions, restrictions, covenants and reservations imposed hereby upon each and every lot in the subdivision are as follows:

**1. Single-family Dwellings.**

All lots in the subdivision shall be single-family residential lots. No business shall be allowed or conducted on any lot in accordance with the zoning designation for the property (currently zoned RR or Rural Residential).

**2. Further Subdivision of Lots.**

No further subdivision of any lot shall be permitted.

**3. Building Setbacks.**

No new dwelling or accessory building shall be constructed within thirty (30) feet of any lot line.

**4. General Provisions Regarding Dwellings.**

No building shall be erected, altered, placed or permitted to remain on any lot except a single-family dwelling and no more than two accessory buildings. Accessory buildings are defined as any above grade structure.

Any and all space used for a residential garage, shop, storage or other residential purposes shall be fully enclosed.

All single-family dwellings shall be either new construction built on site by approved and licensed contractors, or manufactured dwellings placed on full perimeter permanent cast-in-place concrete foundations designed to eliminate the affects of frost heave.

Manufactured homes built entirely in the factory under federal code administered by the Department of Housing and Urban Development (HUD), will be permitted. Log homes partially built off site and then dismantled and re-erected on site, will be permitted. Prohibited structures include but are not limited to mobile homes or modular buildings requiring transportation and set up in a partially completed state.

**5. Architectural standards.**

No single story dwelling shall be constructed having less than 1,400 square feet of living space on the main floor, exclusive of any full or partial basements and attached garages or storage areas.

No bi-level dwelling shall be constructed having less than 1,600 square feet of living space, exclusive of any full or partial basements and attached garages or storage areas.

No two-story dwelling shall be constructed having less than 1,800 square feet of living space, exclusive of any full or partial basements and attached garages or storage areas.

All roof pitches shall be 5:12 or steeper. Acceptable roofing materials shall consist of wood shakes, slate, concrete or clay tile, non-reflective metal roofing or premium asphalt shingles. Only one style shall be permitted on any lot, and will include all single-family dwellings and accessory buildings.

All single-family dwellings shall have an attached, two-car or larger garage.

No dwelling shall be erected, altered, or placed which is more than two stories high. The maximum height of any single-family dwelling or accessory building shall be 30 ft. at the highest point measured from finished ground level.

No towers, radio or television antennas shall be constructed to a height of more than 20 ft. above the highest roof line of the single-family dwelling or accessory building.

Access driveways and other areas for vehicular use on any lot shall have a minimum 6" compacted crushed base surfacing, or equal. Driveways shall be completed before occupancy is allowed.

Any motor vehicle, appliances or other property, including but not limited to snow machines, jet ski machines, ATV's, 5<sup>th</sup> wheel trailers, camper trailers, boats, RV's and any and all non-operating motor vehicles shall be placed in an orderly manner on the property and must have the proper license displayed.

All accessory buildings shall be constructed on full perimeter permanent cast-in-place concrete foundations designed to eliminate the affects of frost heave.

Completed exterior wall materials and colors for single-family dwellings and accessory buildings, including door and window trim, facia, and rain gutters, shall be compatible with the rural setting. Permitted materials are native stone, brick, wood, wood composite and wood lap siding, shake, and stucco. Vinyl siding and all manufactured sheet wood products are prohibited. Colors shall be natural earth tones, including browns and grays, and dull shades of whites and greens.

All new utilities shall be placed underground.

#### **6. Controls Applicable During Dwelling or Other Construction.**

The following conditions apply to the construction of single-family dwellings or accessory buildings:

At all times during construction, a trash container of sufficient volume shall be located on the site and all construction debris placed in the trash container at the end of each day, or hauled off site.

Bozeman Lane shall be kept free of dirt and debris deposited by any vehicle entering or leaving a lot during construction. Any deposits shall be removed at the end of each day during construction.

Building materials shall be arranged and stacked neatly at all times.

All construction shall be complete within 18 months of commencing construction. No structure shall be deemed complete until installation of landscaping (revegetation of all disturbed areas).

#### **7. Noxious or Offensive Activities Prohibited.**

No noxious or offensive activity shall be carried on, in or upon any premises, nor shall any activity be allowed thereon which may be or may become an annoyance or nuisance to the surrounding properties. No plants or seeds, or other deleterious material, harboring or breeding infectious plant diseases or noxious insects, shall be introduced or maintained upon any part of a lot. It shall be the responsibility of each owner to maintain his/her lot free from accumulation of debris and from the overgrowth of weeds and noxious vegetation thereon. If an owner shall fail to maintain the lot or fail to cut or control the grass, weeds, or vegetation thereon, other lot owners, after 10 days written notice to the subject owner, shall be authorized to enter upon the subject lot to cut and mow same. Subject owner agrees to pay the sum of \$200 to the lot owner who performed the maintenance for each instance where the other lot owner (s) shall cut or mow subject owner's lot. The subject lot may be charged with a lien to assure payment of such charges upon the recording of a notice of such lien.

#### **8. Lot Appearance.**

No owner shall allow unlicensed vehicles, litter, refuse or other unsightly materials on any lot. Garbage and other refuse shall be placed in approved receptacles, and shall be properly screened.

Firewood shall be stacked neatly.

Other lot owners shall have the authority and power to cause junked or inoperable vehicles, litter, refuse or other unsightly materials to be removed, and to take such other action as may be appropriate or necessary to enforce these provisions. If an owner fails to remedy the situation within 15 days of receipt of written notice describing the violation and the remedy to be applied, the matter shall be remedied and the reasonable costs incurred for such removal shall be billed to

the owner at the rate of 5 times the actual cost, such additional costs to the owner constituting a penalty for breach of the covenant, and the owner's failure to pay within 10 days of the receipt of the billing statements shall constitute a default that permits the other lot owners to file a lien against the lot for the amount billed, and further penalty equal to the costs of filing such lien including reasonable attorney fees, costs of collection and interest at the statutory rate applicable to judgment.

#### **9. Other Prohibited Matters.**

No animals of any kind may be raised, bred or kept on any lot, with the following exceptions:

Livestock shall be limited to one large ungulate (cow, horse, pig, sheep, goat, llama, etc.) at any time.

Dogs and cats as family pets shall be limited to a total of 3, and the dogs and cats shall be penned at all times.

Each animal owner shall be required to collect and remove at least twice each calendar year any and all feces or other noxious leavings of animals kept on any lot. No owner shall allow an excessive or noxious accumulation of animal feces or other noxious leavings on any lot. An animal owner shall be strictly liable for any and all damage or injury caused by his/her animals. All family pets (dogs and cats) shall be kept inside the owner's dwelling from 10:00 PM until 7:00 AM, unless the pet is in immediate control of the owner. Owners shall prevent dogs from creating a barking nuisance or other nuisance at all times. Each nuisance-barking instance shall result in a fine of \$200 payable by the subject owner to the complaining owner as a penalty for breach of covenant, and the owner's failure to pay within 10 days of the receipt of the billing statements shall constitute a default that permits the other lot owners to file a lien against the lot for the amount billed, and further penalty equal to the costs of filing such lien including reasonable attorney fees, costs of collection and interest at the statutory rate applicable to judgment.

The land upon which an animal grazes must be kept to a minimum of 4 inches of forage base (example: in times of drought conditions even one grazing animal may be too many if the forage base is not available).

#### **10. Irrigation Water**

All of Lot 1 (4.4 acres), and that portion of Lot 2 lying in the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 23 (3.4 acres) are covered under the Hanover Ditch, Permit No. 90, diverting from the Tongue River and conveyed through the OZ&K Ditch, with a priority date of July 6, 1891. The water right shall be equitably proportioned with equal priority and as regulated by the State Board of Control as follows:

Lot 1. Irrigated area = 4.4 acres. When sufficient irrigation water is available in the supply ditch, a flow rate of no more than 28 gallons per minute shall be permitted.

Lot 2. Irrigated area = 3.4 acres located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$  only. When sufficient irrigation water is available in the supply ditch, a flow rate of no more than 22 gallons per minute shall be permitted.

The flow rate and flow quantity for both lots shall be accurately measured at all times utilizing a single pump, and single flow meter immediately following the pump (i.e. irrigation will be by a single pump diverting from said supply ditch for both lots). The cost to operate and maintain the irrigation pump, meter and supply line shall be equally shared by each lot owner. The electric meter and electric supply shall be provided from Lot 1. Access to the meter shall be provided at all times to the lot owners and the OZ & K Ditch Co.

All irrigation water is subject to availability. The water right attached to the Owl Crest Subdivision is a lower priority right than all other rights conveyed thru the OZ & K Ditch, and as a result, will be subject to periodic regulation as determined by the State Board of Control.

The OZ & K Ditch Co. will assess the owner of Lot 1 for all costs associated with the water right attached to the Owl Crest Subdivision. Each lot owner shall equally share these assessed costs.

The OZ & K Ditch Co. will also determine when irrigation water is turned into the supply ditch, and turned off. The OZ & K Ditch Co. may, from time to time, turn off the flow of irrigation water to facilitate maintenance of the supply ditch. At these times, there will be no irrigation water available. This condition will remain in affect for as long as lands down ditch from the Owl Crest Subdivision remain predominantly agricultural (productive farming and ranching).

#### 11. Term

These covenants, conditions and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time, these covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years unless and until an instrument amending or revoking them is adopted by a duly authorized action of a vote of at least 67 percent of the owners of the lots, with each acre of each lot allowed one vote (Lot 1 – 4.4 votes, Lot 2 – 4.0 votes).

#### 12. Partial Invalidity

In the event any one of the covenants contained herein is invalidated by a judgment or court order, the remaining provisions shall remain in full force and effect.

#### 13. Enforcement

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by a lot owner to enforce any covenant or restriction contained herein in no event shall be deemed a waiver of the right do so at any time thereafter.

#### 14. Amendment of Covenants

It is specifically provided that these restrictions and covenants may be amended at any time upon the approval of 67 percent of the owners of the lots, with each acre of each lot allowed one vote. (Lot 1 – 4.4 votes, Lot 2 – 4.0 votes).

Adopted this 24<sup>th</sup> day of July, 2007.

By: Bradley R. Johnston POA Wanda F. Johnston  
Bradley R. Johnston Wanda F. Johnston  
Declarants and Property Owners

STATE OF WYOMING     )  
                                      ) ss  
COUNTY OF SHERIDAN    )

We, Bradley R. Johnston and Wanda F. Johnston, being first duly sworn, on oath depose and say; that we are the property owners of record of all lands contained within the boundaries of the Owl Crest Subdivision; that we have read the foregoing Declaration of Protective Covenants, Restrictions, and Covenants of the Owl Crest Subdivision located in Sheridan County; know the contents thereof; and that the statements contained therein are true.

Bradley R. Johnston POA Wanda F. Johnston  
Bradley R. Johnston Wanda F. Johnston

Subscribed and sworn to before me this 24<sup>th</sup> day of July, 2007.

Witness my hand and official seal.

Shannon E. Corrao  
Notary Public

My commission expires: 12/24/10