



**DECLARATION OF PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS  
OF**

**WYOMING LOG HOME ESTATES SUBDIVISION**

This Declaration of Protective Covenants and Building Restrictions is made this 22 day of Feb, 2024 by the Timber Drive Homeowners' Association, (hereinafter referred to as "Timber Dr HOA"), as representative of the Wyoming Log Home Estates Subdivision owners of certain property which is described as follows:

Lots One through Six (1-6) of The Wyoming Log Home Estates Subdivision, but not to Lot Seven (7) which is intentionally excluded from these Protective Covenants.

**WITNESSETH:**

WHEREAS, it is the intent of the Timber Dr HOA to create and establish certain Protective Covenants and Building Restrictions (herein referred to as "Protective Covenants") to help maintain the aesthetic qualities of the subdivision for the mutual benefit and enjoyment of the purchasers and residents of lots within the subdivision; and

WHEREAS, it is intended that these Protective Covenants shall supersede and completely replace all Protective Covenants previously imposed on the subdivision;

NOW, THEREFORE, the Timber Dr HOA hereby vacates and withdraws all Protective Covenants previously imposed on the subdivision and further imposes the following Protective Covenants on the subdivision. From and after the date these Protective Covenants are filed for public record, they shall be the only covenants imposed on the subdivision until and unless they are later amended.

1. Definitions:

- A. "Timber Dr HOA President" will mean and refer to the Elected Association President, whom serves as the current representative of the Timber Dr HOA
- B. "Subdivision" shall mean and refer to Wyoming Log Home Estates Subdivision Lots 1, 2, 3, 4, 5 and 6, but not Lot 7.
- C. "Homeowner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lots which is part of the subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

D. "Lots" shall mean and refer to Wyoming Log Home Estates Subdivision Lots 1, 2, 3, 4, 5 and 6, but not Lot 7.

2. Creation and Operation of Homeowner's Association: As soon as Owner has sold 5/6 of the lots, there shall be formed an unincorporated Homeowners Association which shall be known as "Timber Dr HOA", (hereinafter referred to as "the association"). The owner of each lot in the subdivision shall be a member of the association. The members may, by majority vote, decide to incorporate the association or to convert it to such other form of entity, such as a limited liability company, as they may choose. The association shall have the following powers and duties:

A. Meetings: As soon as 5/6 of the lots have been sold, Owner shall organize a meeting of the owners of the lots for the purpose of electing officers and commencing business. Owner shall designate the time, place and purpose of such organizational meeting and shall give written notice of such meeting to the owner of each lot at their last known address at least five (5) days prior to the time scheduled for such meeting. Owner, or its designated representative, shall conduct the meeting until officers are elected at which time the newly elected President shall take over the duty of conducting the meeting. After the organizational meeting, the association shall have such meetings as may be necessary to conduct the business of the association. The President may call a meeting anytime he or she determines that a meeting would be necessary or helpful. The President shall call a meeting upon the request of a majority of the members. Notice of such meetings shall be given in writing to all of the members at least 5 days prior to such meeting unless waived by the members. Such notice shall be sent to each member's last known address and shall state the date, time, location and purpose of the meeting. A majority of the members shall constitute a quorum and all business shall be conducted by simple majority vote. If any lot is owned by more than one person or entity, the owners collectively shall constitute one member and have one vote. If there is a disagreement among multiple owners of a lot as to how a vote should be cast for that lot, it shall be resolved by majority vote of the owners, majority to be determined according to percentage of ownership.

B. Election, Powers and Duties of Officers: The officers of the association shall be a President, Vice-President, Secretary and Treasurer. The offices of Secretary and Treasurer may be held by 1 person. Officers shall be elected by majority vote of the members. The President shall have the authority to conduct such business on behalf of the association as the members may authorize. He or she shall have the authority to sign documents on behalf of the association. The President shall conduct the meetings of the members. The Vice-President shall perform the duties of the President if and when the President is unavailable to act in that capacity. The Secretary shall keep

minutes of all meetings and shall retain custody of the nonfinancial records of the association. The Treasurer shall be responsible for the issuance and collection of assessments, shall maintain the bank account of the association, shall deposit all money received by the association into the bank account, and shall write and sign checks on the association's account to pay the bills of the association as directed by the President or the members. The Treasurer shall keep an accurate and detailed record of the receipts and disbursements of the association and shall provide the members with regular reports of the financial condition of the association as directed by the President and the members.

- C. Enforcement of Covenants: The association shall be responsible for enforcing these Protective Covenants and shall have the power to take all actions necessary to perform that duty.
- D. Contract for Maintenance: The association shall contract for the maintenance of the subdivision's road (Timber Drive), including snow removal, for the maintenance of the subdivision's irrigation system, including ditch maintenance, and for such other maintenance as the members may, by majority vote, approve. The President shall have the authority and responsibility for implementing all such maintenance, including the authority to supervise any person or entity providing such maintenance services.
- E. Maintenance of Bank Account: The association shall maintain one or more bank accounts for the purpose of conducting the association's business. The account(s) will be created when the association votes by majority rule to create such an account(s).
- F. Issuance and Enforcement of Assessments: The association shall have the power to issue assessments for the cost of maintaining the roads, including snow removal, maintaining the water or other utilities, providing fire protection, maintaining the subdivision water rights, including ditch assessment, administrative expenses of conducting the association, including attorney's fees and other professional assistance, and for the performance of all of its other duties. Assessments may be issued in advance of such expenses being incurred, or after such expenses have been incurred. Assessments shall be sent to the last known address of each member and shall be due and payable no later than 30 days after they are mailed. If any member fails to pay its assessment within such 30 day period, such member shall be liable for the amount of the lien plus interest at the rate of fifteen percent (15%) per annum and all attorney's fees incurred by the association in collecting such assessment. In order to collect the assessment, the association may file a lien against that member's property. The lien shall comply with and be enforced according to Wyoming's Contractors and



Materialman's Lien Statute, Wyoming Statutes 29-2-101 et seq. including any amendment or recodification thereof. For purposes of that statute, the association shall be the contractor. The lien may be imposed not only for maintenance work, but for all assessments of every kind. The following shall be a continuing notice to the owner of each lot which is given upon acquisition of any interest in the lot and every day thereafter and shall be deemed to be continuing compliance with W.S. §29-2-110. Under this notice, the association is the "Prime Contractor".

**FAILURE OF THIS PRIME CONTRACTOR OR SUBCONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO W.S. 29-2-101 THROUGH 29-2-111. TO AVOID THIS RESULT, WHEN PAYING FOR LABOR AND MATERIALS YOU MAY ASK THIS PRIME CONTRACTOR OR SUBCONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.**

In all other respects, the enforcement of the lien shall comply with W.S. §§29-1-101 et seq. and 29-2-101 et seq. as those statutes may be amended or recodified from time to time.

- G. Creation of Architectural Review Committee: The association shall have the authority to create an Architectural Review Committee which shall have the authority to adopt standards for the building and maintenance of structures within the subdivision. All such standards shall be uniformly applied. The association shall have the authority to enforce the decisions of the Architectural Review Committee as provided in paragraph 7 below. The Architectural Review Committee shall consist of ALL property owners in the subdivision. When a new structure is to be built, the following steps shall be taken: 1.) Lot owner will submit building plans to the association President. 2.) The association President will acknowledge receipt of the building plans. 3.) The association President will contact all lot owners to inform them that the building plans are available for all association members' to review for 10 days. 4.) After the 10<sup>th</sup> day, if no objections are made to the President, by any members of the Architectural Review Committee, then the President will inform the lot owner that the owner may move forward with the submitted plans. However, if an objection is made by any one



member of the Architectural Review Committee within the 10 day review period, a meeting of the Architectural Review Committee will be convened within 7 days following the end of the review period. A vote will take place at the meeting, with each lot owner representing 1 vote per lot. Majority vote will determine the outcome.

- H. Adopt Rules and Regulations: The association shall have the authority to adopt such rules and regulations as the members may, from time to time, deem appropriate.
- I. Other Powers and Duties: The association shall have such powers and duties as may be necessary to fully enforce these Protective Covenants and as may be necessary to perform any of the other powers or duties referred to herein.
3. Duration and Amendment of Covenants: These restrictive covenants, easements, reservations and requirements shall run with the land and shall be binding on all parties claiming under them until forty (40) years from the date of filing of these covenants, at which time, the covenants shall be automatically continued in force for successive periods forty (40) years each unless discontinued or amended by vote of 5/6 or more of the members. Except as expressly otherwise provided hereafter, these Covenants may be amended only upon an affirmative vote of at least 5/6 of the members and with an instrument signed by 5/6 of the owners of lots in the subdivision which shall be filed in the office of the County Clerk of Sheridan County, Wyoming. Voting shall be in accordance with paragraph 2.A. of these Protective Covenants.
4. Prohibition Against Commercial Activity: Lots One through Six (1-6) in the Subdivision, according to the survey and plats thereof, are designed as "Residential Area". No commercial activity shall be carried out on any of those lots designated as Residential.
5. Prohibition Against Re-subdivision: Lots One through Six (1-6) in the Wyoming Log Home Estates Subdivision may not be re-subdivided.
6. Easements and Location of Buildings: All buildings erected placed or allowed to remain on any lot shall be situated only within that portion of the lot not restricted from use by easement or right of way, and shall not be nearer than 25 feet from any street, not nearer than 25 feet from any side lot line and not nearer than 25 feet from any rear lot line which adjoins an alley or 25 feet from the rear lot line where there is no adjoining alley. Utility easements and rights of way are hereby reserved for all public utility companies for construction installation and maintenance of any and all utilities, such as underground power, gas lines, sewers, water supply lines, drains, underground telephone, cable television or the like, necessary or desirable for the benefit of the owners of lots One (1)

through Six (6) in the subdivision. Such easements and rights of way shall be confined to a twenty-five (25) foot width along the rear of each lot and a ten (10) foot width along the side or along every street, or road, unless otherwise designated on the plat. The side facing the road or cul-de-sac shall be deemed the "front" for the purpose of determining the "side lot lines". All drainage easements shall be kept free and clear of permanent structures.

7. Size of Single Family Dwelling: Only single family dwellings shall be allowed on any lot except that the detached structure may include a guest cottage, provided that such guest cottage shall not exceed 800 square feet and provided that such guest cottage shall not violate the zoning laws of Sheridan County, Wyoming. All homes shall be subject to the following specification: One (1) story- No less than One Thousand Six Hundred (1,600) square feet in size, plus a two (2) car attached garage. Two (2) Story shall be no less than Two Thousand (2,000) square feet in size. Also, no house shall be taller than Thirty-two (32) feet at the roof ridge. Plans are subject to approval by the Architectural Review Committee as established by The Homeowners Association. (See G. for the steps to submission and approval of plans).
8. Mobile Homes and Modular Homes: With the exception of Log Homes, no building that is constructed off-site and requires transportation to any lot, whole or partial assembled, will be permitted; this includes mobile homes, stock modular homes, or any other structure requiring transportation and set up in a partially completed state.
9. Restrictions on Outbuildings: One Detached structure shall be permitted on any residential building lot, other than the single-family dwelling and an attached garage. This structure must be similar in appearance to the original dwelling and be approved by the Architectural Review Committee. Any additional structures, beyond the one allowable detached structure, (such as chicken coops, shed, barns, etc.) may be permitted upon review and approval by the Architectural Review Committee. (Refer to Part G. for steps to submitting plans for approval).
10. Prohibition Against Unfinished and Temporary Structures: No structure with an unfinished exterior shall be permitted to remain on any lot for a period exceeding twelve (12) months from the commencement of construction. No basement, tent, shack, garage, trailer, camper, mobile home or other outbuilding shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary nature character be erected or be permitted to remain. Use and occupancy of premises or building shall be subject to zoning, building, health, and sanitation restrictions of any governmental agency having jurisdiction.



11. Prohibition Against Storage on Lot: No lot shall be used in whole or in part for the storage of any property or object that will cause such lot to appear in a unclean or untidy condition or that will be obnoxious to the eye: nor shall any activity be carried on, or substance kept, on any lot that will emit foul or obnoxious odors, that will cause unreasonable noise, or will become a nuisance to the neighborhood. No inoperable vehicles of any kind shall be stored or allowed to remain on any lot for more than thirty-six (36) hours. No more than four (4) vehicles may be stored on any lot outside of the garage or other building except by majority vote of the members of the Homeowners Association. "Vehicle" shall include automobile, trailers, motorcycles, 4-wheelers, campers, tractors, boats, recreational vehicles of any kind, any equipment which is designed to be pulled by or attached to a vehicle. The Homeowners Association shall have the authority to enforce this including, but not limited to, the authority to have any materials or vehicles stored in violation of this paragraph removed and disposed of at the expense of the lot owner, and may enforce this right through the lien procedure provided above.
12. Restrictions on Fencing: Perimeter fencing of lots shall consist of standard fencing material. Fencing shall be appropriate in material and design to blend with the intended atmosphere of Wyoming Log Home Estates. The use of non-standard fencing material must be approved by a majority vote from Wyoming Log Home Estates Lot Owners.
13. Maintenance of Lots and Drives: Maintenance of individual lots is the sole responsibility of the homeowner. Lots shall be maintained in a neat and orderly fashion. Grass shall be cut on a regular basis so that it is not allowed to become an eyesore to other homeowners in the subdivision. Driveway maintenance (not including Timber Drive) is also the sole responsibility of the homeowner. This includes snow removal and resurfacing. Maintenance of Timber Drive will be the responsibility of the Homeowners Association. The Homeowner's Association will pay for snow removal and any repairs to Timber Drive through assessments as provided above.
14. Irrigation: Sprinkle and flood irrigation will be permitted. All water distribution and rotation will be administered by the Homeowners Association and in accordance with the attached *Agreement Between OZ and 7k Ditch Company and Wyoming Log Home Estates Subdivision*.
15. Restrictions on Animals: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any part of any lot, except for the following: Dogs are allowed as pets only, no commercial breeding. No more than three (3) dogs or three (3) outside cats allowed per lot. Dogs shall not be allowed to roam free in the subdivision. No dogs deemed vicious shall be allowed in any household, in addition there are to be no nuisance or barking dogs



outside. Pheasants, chickens, ducks and geese shall be allowed. Horses and Cows: 1 Horse or Cow per every 1.5 acres owned by each individual homeowner (per Lot). All animals shall be kept restrained on an owner's lot in a reasonable manner and shall be kept from creating a nuisance or disturbance of any kind. All lots shall be kept clean of animal feces and other waste so that it does not create an odor or health hazard for people or pets. No commercial breeding of any type shall be allowed. Exceptions may be made with a majority vote from Wyoming Log Home Estates Lot Owners.

16. Enforcement of Covenants: The Association may enforce the restrictions and limitations herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations, either to recover damages for such violation or to restrain such violation or attempted violation. This right shall be in addition to the authority of the Homeowners Association to enforce these covenants.
17. Failure to Enforce Not Waiver: Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no way be deemed a waiver of the right to do so thereafter as the same breach or as to one occurring prior to subsequent thereto. In the event any covenant or condition or restriction herein above contained, or any portion thereof, is invalid or void, such invalidity or voidances shall in no way affect any of the other covenant, conditions or restrictions which shall remain in full force or effect.
18. Severability: Invalidation of any one of the covenants contained herein by judgment court order or for any other reason shall in no way effect any of the other covenants, all of which remain in full force and effect.



Executed by Timber Dr HOA this 22 day of Feb, 2024

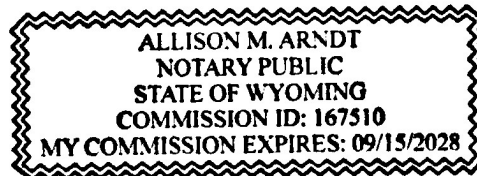
By: Edward Ross  
Edward Ross, Timber Dr HOA President

STATE OF WYOMING     )  
                                      : SS.  
COUNTY OF SHERIDAN    )

On this 22<sup>nd</sup> day of February, 2023, the foregoing Declaration of Protective Covenants and Building Restrictions was signed and acknowledged before me by Edward Ross who appeared before me and was personally know to me, and who, being by me duly sworn, did say he is the President of the Wyoming Log Homes Estates Subdivision and that said instrument was signed on behalf of Timber Dr HOA by proper authority and he acknowledged said instrument to be the free act and deed of said Timber Dr HOA.

[Signature]  
Notary Public

My commission expires: 9/15/28





**Signed Instrument:**

Edward W Ross

Lot 1 Owner Signature

Edward W. Ross

Printed Name

Dane Rosenlund

Lot 2 Owner Signature

Dane Rosenlund

Printed Name

Clint Rosenthal

Lot 3 Owner Signature

Clint Rosenthal

Printed Name

Lora Kruse

Lot 4 Owner Signature

LORA KRUSE

Printed Name

John Cox

Lot 5 Owner Signature

John Cox

Printed Name

Toby Thon

Lot 6 Owner Signature

Toby Thon

Printed Name

## Agreement Between

### OZ and 7K Ditch Company and Wyoming Log Home Estates Subdivision

1. Lots 1, 2 and 3 will each have a pump station located within the boundaries of each respective lot. It is agreed that a pump with a flow meter will be installed and maintained by each of the lot owners and not exceed the adjudicated direct flow right as shown in the table below.
2. Lots 4, 5, 6, and 7 will have one point of metered diversion within the boundaries of Lot 1. It is agreed that the metered diversion will be installed and maintained by the lot owners and not exceed the adjudicated direct flow right as shown in the table below.
3. It is agreed that Wyoming Log Home Estates Subdivision recognizes the OZ and 7K Ditch Company's right-of-way as shown on the subdivision plat filed at the Sheridan County Courthouse on January 19, 2007. Further, the subdivision agrees to maintain the right-of-way in a manner that does not interfere with the ditch owner's ability to maintain the ditch.
4. Irrigation water is available when the OZ and 7K Ditch Company fills the ditch. It is agreed that the OZ and 7K Ditch Company does not carry water throughout the year. It is also agreed that the OZ and 7K Ditch Company is not liable for snow melt that is carried down the ditch.
5. The OZ and 7K Ditch Company will send correspondence and billing to the following address:  
Timber Dr HOA (Attention: HOA President) PO Box 791, Ranchester, WY 82839 or [timberdrhoa@gmail.com](mailto:timberdrhoa@gmail.com)
6. It is agreed that the terms of this agreement will be adopted by the Wyoming Log Home Estates Subdivision and will be incorporated into the Wyoming Log Home Estates Subdivision's covenants. It is agreed that the Wyoming Log Home Estates Subdivision will comply with the terms set forth in the 2011 Water Rights Distribution Plan approved by the Wyoming State Engineer's Office attached to and made part of this Agreement.
7. This Agreement is binding to all present and future lot owners of the Wyoming Log Home Estates Subdivision.

Lot No.	Acres	Single Appropriation Adjudicated Direct Flow Right (gallons/minute)*	Double Appropriation Adjudicated Direct Flow Right (gallons/minute)**
1	3.51	22.5	45.0
2	3.48	22.3	44.6
3	3.14	20.1	40.2
4	6.12	39.2	78.4
5	3.04	19.5	39.0
6	3.12	20.0	40.0
7	8.46	54.2	108.4

\*Per Wyoming Water Law enacted 1875 and 1890. (1 cubic foot per second (cfs) per 70 acres)

\*\*Per Wyoming's Excess Water Law (2 cfs per 70 acres)

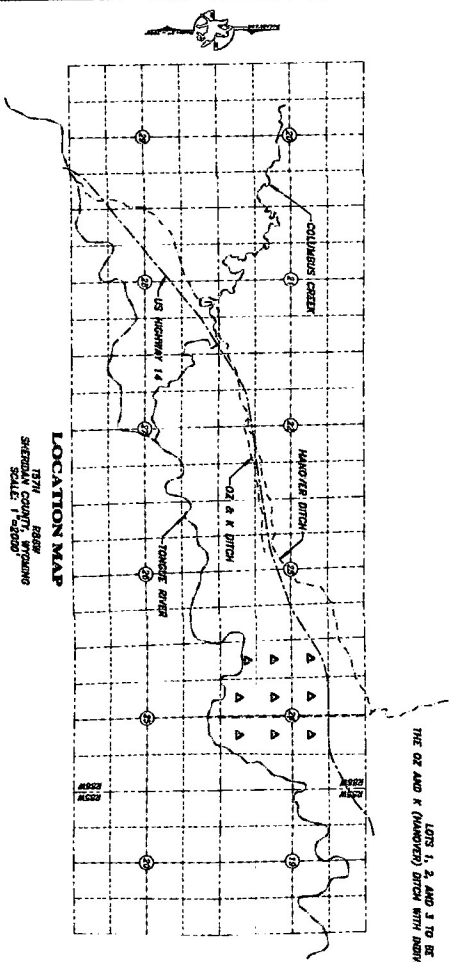
8. Wyoming Log Home Estates Subdivision recognizes at this time the ditch infrastructure is not capable of handling the double appropriation water volume and as such agree to abide by the same agreement as all OZ & 7K Ditch Shareholders, to only take the single appropriation amount until such time the Ditch Company decides to upgrade the infrastructure.

Martin Masters *Martin Masters*  
OZ and 7K Ditch Company  
President  
Date: 4-15-2021

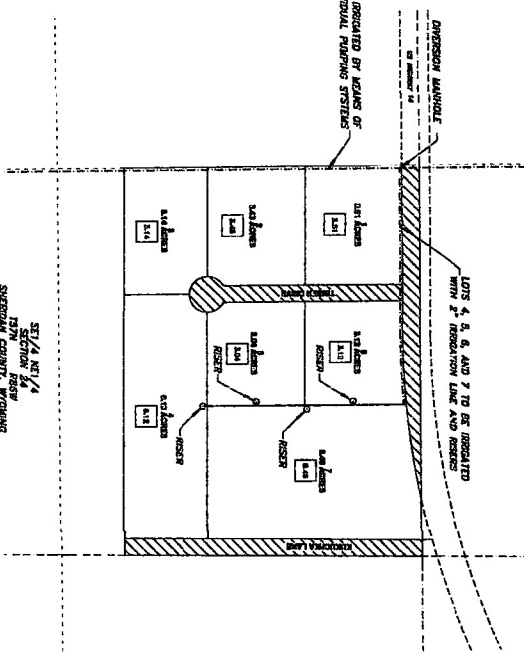
Ted Ross *Ted Ross*  
Timber Dr HOA  
President  
Date: 4/15/2021



# WATER RIGHTS DISTRIBUTION PLAN WYOMING LOG HOME ESTATES SUBDIVISION



LANDS UNDER THE OL & K (HAWK/TEE) DITCH, DIVERGING FROM TONGUE RIVER, THE WINDSOR LEAD AND COMPANY PROPERTY DATE OF APRIL, 1883 FOR STOCK, DOMESTIC AND REGULATION OF 640 ACRES, TO BE DISTRIBUTED ALONG THE SUBDIVISION LOTS.



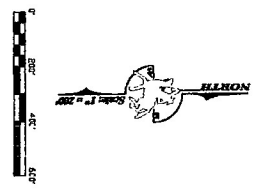
SE 1/4 NE 1/4  
 SECTION 24  
 T137N, R86W  
 SHERIDAN COUNTY, WYOMING  
 SCALE 1"=200'



LANDS UNDER THE OL & K (HAWK/TEE) DITCH, DIVERGING FROM TONGUE RIVER, THE WINDSOR LEAD AND COMPANY PROPERTY DATE OF APRIL, 1883 FOR STOCK, DOMESTIC AND REGULATION OF 640 ACRES, TO BE DISTRIBUTED ALONG THE SUBDIVISION LOTS.



COORDINATES OF SUBSTANCES



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MAP TO ACCOMPANY  
 WATER RIGHTS DISTRIBUTION PLAN  
 AND  
 DETACHMENT OF WATER RIGHTS  
 FOR  
 WYOMING LOG HOME ESTATES SUBDIVISION  
 LOCATED IN THE  
 SE 1/4 NE 1/4 OF SECTION 24  
 T137N, R86W  
 OF  
 THE 6TH PRINCIPAL MERIDIAN  
 SHERIDAN COUNTY, WYOMING  
 COMPILED BY EDA SCHUNK THOMPSON  
 SHERIDAN, WYOMING 82801

