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RECORDED JUNE 22, 1994 BK 367 PG 147 NO 171801 RONALD L. DAILEY, COUNTY CLERK

DECLARATION OF PROTECTIVE COVENANTS

WILD TURKEY SUBDIVISION

SHERIDAN COUNTY, WYOMING

This Declaration of Protective Covenants is made effective this 19th day of MAY, 1994, by HARRY W. COSNER and THERESA L. COSNER, husband and wife, JAMES WALTON COSNER and EUGENE C. FITZGERALD, Trustee of the Eugene C. Fitzgerald Trust dated March 12, 1991, all of Sheridan County, Wyoming.

WHEREAS, The Declarants are the present owners of all of the lots within Wild Turkey Subdivision, a platted and approved subdivision located in Sheridan County, Wyoming. The plat of Wild Turkey Subdivision is recorded in the Office of the Sheridan County Clerk and Ex-Officio Recorder of Deeds and the Plat is incorporated into this Declaration of Protective Covenants and is expressly made a part hereof in all respects.

WHEREAS, Declarants intend to sell some or all of the lots contained in Wild Turkey Subdivision.

WHEREAS, all of the lots of Wild Turkey Subdivision shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarants subject to the following easements, restrictions, reservations, covenants and conditions, which shall run with the real property and be binding upon all parties having any right, title or interest in the subdivision lands or any part thereof, and their respective heirs, successors and assigns.

WHEREAS, these Protective Covenants are imposed upon the subdivision lands as an obligation or charge against the same for the benefit of each and every lot in the Wild Turkey Subdivision and the owner or owners thereof. Each and every owner of land in this subdivision shall have a right to enforce the following Protective Covenants, which are imposed upon each and every lot in the Wild Turkey Subdivision.

1. **Purpose of Protective Covenants.** It is the intention of the Declarants that the lands located within Wild Turkey Subdivision be developed and maintained as a highly desirable rural residential area. The purpose of these Protective Covenants is to ensure that the present natural beauty, wildlife, native setting and surroundings will be protected and preserved insofar as possible, consistent with the uses and structures permitted by this declaration.

2. **Lots Affected.** These Protective Covenants shall affect and be binding upon Lots 1 through 15, inclusive, of Wild Turkey Subdivision, and shall be binding upon all lots contained in any additions to or enlargements of Wild Turkey Subdivision.

3. **Use of Lots.** All lots shall be used only for single family residential and associated recreational purposes. No manufacturing or commercial enterprise shall be permitted. An in-home business is permitted as long as no extra vehicular traffic, signs, noise, unusual disturbance or any nuisance results from the operation of the in-house business. Written permission must be obtained from the Architectural Control Committee of the Wild Turkey Subdivision Landowners Association prior to commencing the in-home business.

4. **Draws.** The draws shall be left in their natural state, and shall not be cut, burned, filled, excavated or otherwise disturbed except to the extent necessary or desirable in order to improve wildlife habitat. The draws are habitat for wild turkeys, sharptailed grouse, pheasants, partridge, deer and other wildlife and it is the intent of this covenant that they remain so. Culverts shall be permitted in draws, upon prior approval of the Architectural Control Committee of the Wild Turkey Subdivision Landowners Association, where it is deemed necessary to access a part of a lot.

5. **Permitted Buildings.** No buildings shall be permitted on any lot other than one single family dwelling with necessary and incidental garages and outbuildings. One detached guest house used only intermittently shall be permitted on each lot in addition to the principal dwelling. All buildings shall be of new construction.

6. **Mobile and Modular Homes Prohibited.**

(a) No mobile homes or modular homes shall be permitted upon any lot at any time.

(b) A "mobile home" is defined as a living unit, manufactured with an integral towing device or wheels. If the unit is manufactured with an integral towing device or wheels, it does not lose its status as a mobile home by the removal of the device or wheels. This restriction shall not prevent the temporary parking and occasional use of a camping trailer or motor home in the subdivision as long as the unit is not used as a permanent residence.

(c) A "modular home" is defined as a unit preassembled and transported to the property substantially as a unit or units. Floor and roof trusses assembled elsewhere and transported to the building site are exempt from this restriction.

(d) The Architectural Control Committee shall make the final determination as to whether or not a given building is a mobile home or a modular home.

7. Temporary Structures. No structure of a temporary character, trailer, motor home, mobile home, basement, tent, shack, garage, barn, detached guest house or other outbuilding shall be used on any lot at any time as a primary or permanent residence. The occasional temporary use of motor homes or travel trailers for extra space when there are guests or in emergencies shall be permitted. In these instances the prohibition of exposed RV's is waived.

8. Re-Subdivision. No lot may be further subdivided.

9. Aircraft. No lot shall be used for the landing of aircraft.

10. Trash and Garbage. No portion of any lot shall be used as a dumping ground for rubbish, trash, garbage or other waste. Burning of rubbish, trash, garbage or other waste shall not be permitted.

11. Clearing and Burning. No lot owner may clear brush or trees or do any field burning or other extensive burning of any nature without having first obtained written approval from the Architectural Control Committee of the Wild Turkey Subdivision Landowners Association.

12. Approval of Construction Plans.

(a) No building shall be erected, placed or altered on any building lot, and no construction or alteration shall be commenced, nor shall there be any substantial change to the landscape on any lot, until the construction plans, plot plan, schedules of expected start and completion, and specifications, including exterior finish and color scheme, have been approved by the Architectural Control Committee of the Wild Turkey Subdivision Landowners Association.

(b) All construction plans must be stamped by an architect or professional engineer licensed by the State of Wyoming. The identity and contracting license number of the general contractor and all subcontractors shall be submitted with the construction plans.

(c) The Architectural Control Committee shall have thirty (30) days after receipt of construction plans in which to approve, in writing, such plans and specifications.

In the event plans and specifications are rejected because of non-compliance with the Protective Covenants of the Subdivision, the reason therefor shall be stated in writing.

(d) During the course of construction of any structure or system, the Architectural Control Committee shall have the right at all reasonable times to inspect the work to ensure that it conforms with the approved plans and with applicable local, county, state and federal regulations. The Architectural Control Committee, or its designated inspectors, shall have the right to inspect the building site prior to, during and at the end of all construction phases.

(e) Commencement of any construction before approval has been granted by the Architectural Control Committee is a violation of these covenants.

13. **Minimum Square Footage.** The ground floor area of any single family dwelling, exclusive of porches, carports, decks or garages, shall not be less than 2,000 square feet of living space. The term "ground floor" is defined as that floor or story of the residence which is at or no more than two feet above the highest elevation of the natural topography of the building site. For the purpose of calculating minimum square footage, a basement shall not be considered to be the ground floor.

14. **Garages Required.** No residence within the subdivision shall be erected or approved unless it has an attached, semi-attached or detached garage. All vehicles, including recreational vehicles, camping trailers and boats, shall be garaged. Exception to this is granted for farm implements and small livestock and utility trailers.

15. **Setback.** No structure except fences shall be constructed with any part of the structure less than 100 feet from any lot line or from any access easement shown on the subdivision plat. The Architectural Control Committee may grant a variance of 25 feet of this covenant if it deems it is warranted.

16. **Height of Structures.** No structure, including radio and television towers, shall exceed a height of 25 feet above the elevation of the highest natural topography of the site on which it is constructed. The Architectural Control Committee may grant a variance for the principal dwelling if it deems the architectural plan is desirable and the height does not obstruct the view of others.

17. **Building Materials and Colors.** No log or metal buildings shall be permitted. All buildings and other structures in the subdivision shall complement each other in design and color. The acceptable materials for siding are brick, stone, stucco, dryvit and solid wood. Acceptable materials for roofs are wood or asphalt shingles, slate and tile. Unacceptable materials for siding or roofs are laminates, plastic or metal. The Architectural Control Committee shall make the final determination as to whether a material is acceptable.

18. **Maximum Size of Outbuildings.** No barn, separate garage or outbuilding shall exceed 50 feet in any horizontal dimension.

19. **Occupancy.** No dwelling shall be occupied until exterior construction is substantially complete.

20. **Replanting.** All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover as soon as reasonably possible.

21. **Storage of Building Materials.** No building or building materials shall be stored on any lot for a period of longer than ninety (90) days unless substantial construction is actually in progress.

22. **Construction Quality.** The quality of design and construction, shall meet or exceed the strictest of (a) the Uniform Building Code, 1982 Edition, (b) the then-current construction standards required by the City of Sheridan, or (c) the then-current construction standards required by Sheridan County. Further, all construction shall be by a general contractor and subcontractors licensed by the City of Sheridan, Sheridan County, Wyoming.

23. **Construction Time.** All excavation and exterior construction, including paint and trim, shall be substantially complete within one (1) year after the commencement of work at the construction site. The Architectural Control Committee may grant a variance to this covenant if it deems it is warranted.

24. **Culverts.** Culverts shall be required, at the lot owner's expense, under all driveways where they meet or join with the subdivision roads. The Architectural Control Committee may grant an exception to this covenant providing that the drive does not block drainage along subdivision roads. Culverts shall also be required, at the lot owner's expense, in irrigation ditches where any drive or road crosses a ditch within a lot.

25. **Mineral Extraction.** No mineral, rock, sand or gravel extraction shall be permitted in the subdivision, provided, however, that Declarants may remove gravel for the purpose of constructing the roads in the Subdivision. Should the Landowners subsequently amend or repeal this covenant to permit mineral extraction, then the owner or owners of Lots 40 and 41, Beaver Flats Subdivision, shall share equally in any revenue received, as if such lots were within Wild Turkey Subdivision.

26. **Abandoned Vehicles.** No derelict, non-functional, unregistered or abandoned vehicle, boat, equipment or device shall be permitted exposed on any lot.

27. **Pets and Livestock.** Domestic animals (except pigs) and fowl may be kept and raised only for pleasure or as a hobby. Breeding of animals or fowl as a source of income shall be prohibited. Keeping reptiles in the subdivision shall be prohibited. All animals and fowl shall be restrained on their owner's property. Any dog, cat or other animals or fowl

shall not become a public nuisance. A dog that barks excessively is considered a public nuisance. Overgrazing shall be prohibited. There shall be on a permanent basis no more than one (1) large animal (horse, cow, llama etc.) or two (2) small animals (sheep, goat etc.) per five (5) acres. On a temporary basis, larger number of animals shall be permitted to graze off growth to reduce fire hazard. At no time shall there be an animal population that causes an odor problem.

28. **Offensive Activity.** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done which may be or may become an annoyance or nuisance to the owner of any lot. Hunting of any kind on any part of the lots is forbidden. Target shooting with firearms and the use of fireworks on any part of the lots is prohibited.

29. **Signs.** No signs, billboards, posters or advertising devices of any kind of character shall be erected or displayed upon any lot except (a) approved signs displayed to identify the occupants of a dwelling, and (b) "for sale" signs which shall not exceed four square feet in area.

30. **Maintenance of Lots.** All lots shall be maintained in an orderly manner. Waste and refuse are to be kept in closed containers appropriately screened from public view and shall be moved to a public dump at time of disposal. Garbage may not be burned. Normal agricultural ditch burn may be permitted if done with care and discretion in conformity with County rules and regulations.

31. **Exposed tanks.** Swimming pool filter tanks, gasoline or fuel oil tanks, propane tanks and similar tanks shall be enclosed, buried or otherwise appropriately screened so that they will not be visible from the street or from adjoining lots.

32. **Domestic Water.** Lot owners shall have the option of connecting to the Sheridan Area Water Supply or drilling a private well for domestic water. Any connection to the Sheridan Area Water Supply shall be at the lot owner's expense.

33. **Sewage Systems.** No sewage disposal system shall be constructed, altered, allowed to remain or used unless fully approved as to design, capacity, location and construction by the Wyoming Department of Environmental Quality and/or the Sheridan County Engineering Office. All systems must comply with applicable current public health standards.

34. **Utility Poles.** Poles for public utilities, yard lights or for any other purposes (other than at gates in fences or corrals or for children's swings or similar recreational purposes) shall not be permitted.

35. **Yard Lights.** There shall be no yard lights left burning all night. This restriction applies to those lights that are controlled by a light sensing device or turn on or

off at preset times. Those lights controlled by a motion sensor and an elapsed-time off switch shall be permitted and are desirable.

36. Motor Vehicles.

(a) All motorcycles and similar vehicles (including but not limited to motorbikes, trail bikes, motor scooters, and all-terrain vehicles) and all snow machines, recreational vehicles, trucks, pick-ups, automobiles and wheeled vehicles of any kind, used or operated on the dedicated roads within the subdivision, must obey all posted speed limits, comply with legal licensing requirements (both as to the vehicle and the driver or operator thereof), and must comply with and obey all laws, rules and regulations of the State of Wyoming and the County of Sheridan relating to the ownership, licensing, operation and use of such vehicles.

(b) Motorcycles, all-terrain and similar recreational type vehicles, motorbikes, trail bikes and snow machines and snow vehicles of all types may be used in the subdivision provided they are not operated in an unsafe, noisy or offensive manner. All vehicles of any kind shall be operated at noise levels which are at least as quiet as factory noise levels.

37. Utility Easements.

(a) Ten (10) foot easements and rights of way along each lot line or access easement shown on the subdivision plat are hereby reserved for underground wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, water, cable television facilities or other public or quasi-public utility service purpose, together with the right of ingress and egress at any time for the purpose of further construction and repair. An additional five (5) foot easement is reserved for road purposes along lot lines adjacent to dedicated roads. All easements are for the benefit of utilities placed in the Subdivision only, and such easements shall not be used for utilities which supply or serve any land outside the subdivision.

(b) All utilities within the Subdivision shall be placed underground. The utility company will provide for the installation of the utilities to a point adjacent to or across the road from each lot. The owner of each lot will be responsible for installing the utilities on their lot, said installation to be at the cost of the owner of such lot.

38. Water Rights. All ditch and water rights shall be owned by the Wild Turkey Subdivision Landowners Association, which shall have authority to regulate the use of same. Nothing contained herein shall create any liability, claim, or cause of action against the Declarants, the Wild Turkey Subdivision Landowners Association or any lot owner for failure to supply such water.

39. Irrigation Easements. Declarants hereby reserve and grant unto the Wild Turkey Subdivision Landowners Association and the owners of lots within the Subdivision a perpetual easement along all irrigation ditches presently in existence (or hereafter constructed or defined with the consent of the owners of the lots across which the water flows) for the purpose of maintaining and operating irrigation ditches and adjusting the flow of water therein.

40. Wild Turkey Subdivision Landowners Association and Architectural Control Committee.

(a) The Wild Turkey Subdivision Landowners Association is a non-profit association created under the Wyoming Unincorporated Non-Profit Association Act (W.S. §§ 17-22-101 *et seq.*) as the same now exists or may hereafter be amended, for the purpose of enforcing these Protective Covenants, holding water rights and otherwise acting for the common benefit of the owners of lots in the Wild Turkey Subdivision.

(b) The Association shall have a Board of Directors consisting of three (3) members. The Board of Directors shall select one Board member as President. All action of the Board shall be by majority vote. Until such time as eight (8) lots in the subdivision have been sold by Declarants, the initial Board of Directors shall consist of Harry W. Cosner, James Walton Cosner and Eugene C. Fitzgerald (or their successors in interest to subdivision lands).

(c) When eight (8) of the fifteen (15) lots in the subdivision have been sold, there will be an election for Board members. Board members must be lot owners. In any election, each lot shall have one vote. The three (3) individuals with the largest number of votes shall be elected to the Board. Once eight (8) lots have been sold by Declarants, elections for Board members shall be held annually. Upon the death or resignation of any board member, the remaining members shall have the authority to designate a successor who shall remain on the board until the next annual election. Notices of the annual meeting shall be mailed to all lot owners at their last known addresses.

(d) The Board of Directors of the Wild Turkey Subdivision Landowners Association shall also be the Architectural Control Committee for the subdivision.

41. Enforcement of Covenants.

(a) The Board of Directors of the Wild Turkey Subdivision Landowners Association shall have the sole and exclusive right and authority to determine compliance with, interpret and enforce the covenants contained herein, and to allocate and assess costs for the improvement, maintenance and repair of the irrigation system. The Board of Directors of the Wild Turkey Subdivision Landowners Association shall have the authority to allocate and assess costs to ensure that roads are maintained, snow removed from the roads, noxious weeds are controlled and to perform any other activity that keeps the subdivision in good repair and appearance.

(b) Upon the violation of any covenant, or upon the failure to pay any assessment, written notice of such violation or failure shall be directed to the violator, who shall have ten (10) days after receipt of the said notice to correct the violation or pay the assessment due. If said violation is not corrected or payment is not made within such ten (10) day period, the Board of Directors of the Wild Turkey Subdivision Landowners Association may enter and take possession of the violator's premises and correct the violation at the violator's expense. In addition to the cost of correcting the violations of covenants, the violator may be assessed damages at the rate of One Hundred Dollars (\$100.00) per day for each day the violation continues after the ten (10) day notice period.

(c) At its discretion, the Board may extend the period for compliance with a covenant violation if it is convinced reasonable steps are being taken to correct the violation. 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 a court, shall be liable for all attorneys fees and costs incurred by the Board.

42. Lien. The Wild Turkey Subdivision Landowners Association shall have a lien against each lot to secure the payment of any assessment provided for herein or the cost of correcting any violation of these covenants, plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorneys fees. Such lien shall have priority as of the date these covenants are recorded in the office of the Sheridan County Clerk and Ex-Officio Recorder of Deeds. The lien may be foreclosed in the manner provided for the foreclosure of real estate mortgages in the State of Wyoming.

43. Capital Improvements. Capital improvements within the subdivision, such as paving of roads, shall require the affirmative vote of owners of eight (8) of the fifteen (15) lots within the subdivision. Should any capital improvement be approved, the cost of such capital improvement shall be shared equally by each lot in the subdivision.

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

45. Amendment. These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of twelve (12) of the fifteen (15) lots in the subdivision. For the purpose of amending these covenants, each lot shall have one vote.

46. Duration of Covenants. These covenants shall run with the land and shall be binding upon all parties and all persons owning such land for a period of twenty-five (25) years from the date hereof. Thereafter, the covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the owner or owners of twelve (12) of the fifteen (15) lots in the subdivision, by which such owner or owners agree

to repeal or amend these amendments, has been recorded in the records of the Sheridan County Clerk.

47. **Binding Effect.** These Protective Covenants shall be binding upon and enure to the benefit of each owner of lots within the subdivision, and the heirs, personal representatives, successors and assigns of each of them.

IN WITNESS WHEREOF, the Declarants have executed this "Declaration of Protective Covenants for the Wild Turkey Subdivision" as of the year and date first above written.

DECLARANTS:


HARRY W. COSNER


THERESA L. COSNER

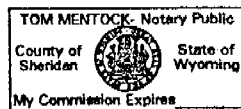

JAMES WALTON COSNER


EUGENE C. FITZGERALD, Trustee of the
Eugene C. Fitzgerald Trust dated March 12, 1991

STATE OF WYOMING)
)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 19th day of
MAY, 1994, by Harry W. Cosner.

WITNESS my hand and official seal.



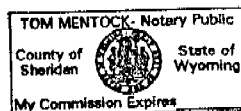
Tom Mentock
Notary Public

My commission expires: MAY 18, 1996

STATE OF WYOMING)
)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 19th day of
MAY, 1994, by Theresa L. Cosner.

WITNESS my hand and official seal.



Tom Mentock
Notary Public

My commission expires: MAY 18, 1996

STATE OF WYOMING)

:SS.

COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 19th day of MAY, 1994, by James Walton Cosner.

WITNESS my hand and official seal.



Tom Mentock
Notary Public

My commission expires: MAY 18, 1996

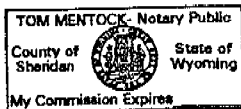
STATE OF WYOMING)

:SS.

COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 19th day of MAY, 1994, by Eugene C. Fitzgerald, Trustee of the Eugene C. Fitzgerald Trust dated March 12, 1991.

WITNESS my hand and official seal.



Tom Mentock
Notary Public

My commission expires: MAY 18, 1996