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BOOK: 580 PAGE: 491 FEES: \$54.00 MFP DECLARATION OF CO'EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EISELE TURF ESTATES SUBDIVISION **TRACTS 1-8**

Sheridan, Wyoming

THIS DECLARATION made this 30th day of April, 2019, by JOHN E. RICE & SONS, INC., d/b/a WRENCH RANCH, hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Sheridan, Wyoming, which is more particularly described and set forth in the Eisele Turf Estates plat as filed in with the County Clerk, Sheridan County, Wyoming, and described in Exhibit A, which is attached hereto and incorporated herein (referred to herein as the "Lands" and/or the "Subdivision").

NOW, THEREFORE,

Declarant hereby declares that Lands shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant subject to all 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 each owner of land therein. These covenants shall run with the Lands and inure and pass with said property and each and every parcel of land therein. These covenants shall be binding on all owners of the Lands 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. These covenants are imposed pursuant to a general plan for the improvement and benefit of Eisele Turf Estates.

It is the intention of the Declarant that the Lands 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 always be protected in conjunction with the uses and structures permitted by the Declarant.

ARTICLE I - Use and Other Restrictions

- (1) Use of the Lands shall be in accordance with (a) all requirements of the Wrench Ranch Properties, Revised Master Plan - Phase Two - Parcel Two Amendments, a copy of which is attached hereto as Exhibit B (referred to herein as the "Master Plan"); and (b) City of Sheridan Gateway Ordinance (Ord. 2066) as set forth in the City of Sheridan Municipal Code (referred to herein as the "Gateway Ordinance") as modified by the Master Plan. To the extent provisions in this document are inconsistent with the Master Plan, the provisions of the Master Plan shall control.
- (2) No re-subdivision of any Tract shall be permitted. No more than one single family residence is permitted to be constructed on any Tract.
- (3) All Tracts in the Subdivision 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 in the Subdivision, except the lands of this Subdivision may be used for home occupations. 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 its 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. This paragraph shall not be construed to prevent the parking of not more than two commercial automobiles, trucks or trailers which are used by the occupant of the dwelling provided that the automobiles, trucks or trailers which are used by the occupant of the dwelling are parked within an approved garage, outbuilding or hidden from public view and that the parking otherwise complies with the covenants contained herein.

(4) All buildings erected on any Subdivision Tract shall be a single family dwelling with an attached or detached 2 or more car garage and other outbuildings, corrals, water impoundments, or other structures that may be approved by the HOA. A single family residence shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages of 1500 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 any Tract shall present a solid two story facade without a change in the roofline.

(5) RURAL LIVING DISTRICT: **SETBACK & HEIGHT STANDARDS**

TABLE R-2 **RURAL LIVING SETBACK & HEIGHT STANDARDS** Location Width/Height **Building Setback** I-90 50' Decker Road 15' Local Internal Streets 15' Side Yard Within Planning Area 7.5



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Rear 15'
Height Limitations
Principal Use (4 story Max.)
45'

- (6) Only new construction shall be permitted for all buildings or residences in the Subdivision, and such construction shall be of good quality and appearance and the exterior design shall harmonize with existing structures and native setting of the area as approved by the HOA Professional architectural drawings and/or plans shall be submitted to the HOA for approval for all construction, additions and modifications of any residences, outbuildings, fences, corrals, water impoundments, or other structures. All water impoundments shall require the submission of plans and designs approved by a licensed professional engineer assuring no disturbance with existing sub-surface aquifer and pass through of all unadjudicated surface waters. The HOA shall disapprove construction of water impoundments unless adequate assurances of no material effect of existing surface and sub-surface waters are provided.
- (7) Modular homes may be allowed with Approval of HOA.
- (8) No structure on any Tract may be inhabited until it has been completely enclosed and substantially completed and sanitary facilities and utilities have been installed.
- (9) No structure of a temporary character, a mobile home, trailer, basement, tent, garage, barn or other building shall be built or moved onto any Tract 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 HOA and constructed in accordance with these covenants.

- (10) No Tract within the Subdivision shall be split, provided that nothing herein shall preclude a purchaser from buying one or more Tracts.
- (11) Residences, outbuildings, fences, walls, exterior lighting facilities, domestic water or waste water disposal systems or other structures may be constructed, replaced or altered on any Tract within the Subdivision 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 HOA as to the quality of workmanship and materials. The HOA shall require harmony of colors to blend with the surrounding area and harmony external design with the existing structures and/or location with respect to topography, finished grade, elevation and compliance with the covenants herein. The HOA shall specifically disallow bright, shiny external finishes.
- (12) A purchaser of any Tract or Tracts within the Subdivision shall complete exterior construction within one hundred eighty (180) days of commencement of construction. In the event of the failure of the owner of the Tract or Tracts to substantially complete exterior construction within one hundred eighty (180) days after commencement thereof, the HOA shall have the right to retake possession of the premises and pay the purchaser the original purchase price for the Tract or Tracts plus fifty percent (50%) of the actual construction cost of any improvements thereon, less either the reasonable cost of removal of such construction, backfill, foundations or any other work required to return the Tract or Tracts to the original condition or the reasonable cost of completion of such construction, whichever shall be the lesser amount. Completion of home will be 1 year from date of construction.
- (13) All exterior finish shall be of wood, stone, brick or other such materials as may be approved by the HOA. Painted surfaces shall be of earth tones. Earth tone stucco materials shall be allowed. Soffit, fascia and trim may be of other materials as approved by the

- HOA, but shall not include bright, shiny external finishes.
- (14) Yard fences must be approved by the HOA. Any other fence or fences other than those constructed by the Declarant shall have to be approved by the HOA. Declarant shall have the right to construct fences of any type without approval from the HOA.
- (15) Chimneys shall be of stone, brick or lap siding 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 HOA.
- (16) Roofs shall be black, dark charcoal gray or brown earth tones in color and be of asphalt shingles, cedar shakes, cement or other such material as may be approved by the HOA. The HOA in its discretion may approve metal roofs however, bright shiny, metallic finishes will be disapproved.
- (17) No building material shall be stored on any Tract for a period of longer than thirty (30) days unless substantial construction is actually in progress.
- (18) All area disturbed by construction shall be returned to natural conditions and replanted within one growing season with suitable ground cover.
- (19) All lands, buildings, structures, fences, and other improvements shall always be maintained and kept in good repair.
- (20) 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.



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- (21) No junk, inoperable or unlicensed automobiles, mechanized vehicles of any type, boat, camper or other recreational type vehicle, shall be situated or parked on any Tract in the Subdivision 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. Trailers, farm equipment must be hidden from public view at all times.
- (22) 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 approved by the HOA.
- (23) Necessary outbuildings, corrals, water facilities and other structures for the purpose of keeping horses or mules shall be permitted on any Tract, 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 HOA 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 HOA.
- (24) No portion of the Subdivision 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 Board of Directors.
- (25) Homeowners 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 HOA.
- (26) The common driveways shall be constructed by the Declarant as depicted in the plat. Maintenance of the common driveways shall be the responsibility of the Tract owners with common driveway. Maintenance of the fencing shall be shared equally by the Homeowners sharing the applicable boundary fence.
- (27) No weeds or unsightly growth of plants shall be permitted to grow or remain upon any Tract in the Subdivision, and all Tracts shall be kept cleared of any trash, debris or waste.
- (28) No noxious or offensive activities shall be carried on within the Subdivision or upon any Tract at any time, nor shall anything be done which may constitute an annoyance or nuisance to another owner within the Subdivision. The HOA shall determine whether any use is an annoyance or nuisance.
- (29) Since it is the desire to retain the Subdivision 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 in the Subdivision. No trapping of any kind unless approved by the HOA shall be allowed. Feeding of wildlife shall be in conformance with state and local wildlife, game and fish authorities' practices and procedures.
- (30) 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 any block. Llamas, goats, swine, stallions, cattle, donkeys, bulls, sheep, ostrich,

- emu, poultry and rabbits are expressly forbidden and none shall be kept at any time on any block for any purpose. A maximum of two grazing animals (horses, mules, cattle, burros, donkeys, llamas, alpacas), including 4-H animals, shall be kept on a Tract at any one time. Owners shall follow proper land management procedures to prevent overgrazing or erosion of the land in the Subdivision. No over grazing shall be allowed on any Tract. The HOA shall have exclusive right to determine when overgrazing or erosion is threatened by the acts of the property owners. Should the owner of a Tract have grazing animals, there shall be constructed on the Tract a corral with an attached barn/loafing shed with sufficient space for each animal for the care and feeding of the animals. An Owner shall not allow any animals to escape from the Tract. No pigs, turkeys, ducks or similar animal will be allowed on any Tract.
- (31) All Tracts shall comply with the Site Planning Guidelines set forth in the Wrench Ranch Properties, Revised Master Plan Phase Two Parcel Two Amendments, a copy of which is attached hereto as **Exhibit B**
- (32) Owner shall keep their Tracts free from unsightly conditions through grazing and/or mowing.
- (33) 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.
- (34) 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,



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whether on public roads or on individually owned Tracts.

- (35) Motorcycles, all-terrain and similar type vehicles, motorbikes, trail bikes and snow machines and snow vehicles of any and all types shall be used only to enter and exit from the public roads to the private Tracts. It is strictly prohibited to operate such foregoing means of transportation in a recreational use, no unsafe, noisy or offensive manner on or in the Subdivision 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. No vehicles of any kind shall be allowed on the walking/riding paths or in the common areas except in the case of needed maintenance and/or repair as approved by the HOA.
- (36) 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.
- (37) John E. Rice & Sons, Inc. d/b/a Wrench Ranch hereby reserves to itself, its successor and/or assigns, perpetual easements across such land in the Eisele Turf Estates, along all irrigation and drainage swales and ditches presently in existence.
- (38) Utility easements as depicted on the plat are hereby reserved for the installation of driveways and utilities, including but not limited to electricity, gas, telephone, sewer, water, TV cable or other public or quasi-public utility service purposes together with the right of entry at any time for the purpose of maintenance or construction.
- (39) Any and all utilities placed within the Subdivision shall be underground.
- (40) 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 in the Subdivision shall have prior approval as to design and location from the HOA

- (41) 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 Board of Directors.
- (42) No outside illumination equipment, fixtures or yard lights 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.
- (43) Excavation for stone, gravel or earth on any Tract is prohibited. Excavation for construction purposes is permitted, but only after construction has commenced and during the construction period. The Declarant and/or the HOA reserve the right to remove the excavated stone, gravel or earth for construction of roads in the Subdivision.
- (44) Walking/Riding paths herein referred to as walking/riding paths shall be provided as depicted on the plat and shall create an easement for the use and enjoyment of the landowners in the Subdivision. Paths shall be fenced out of the individual Tracts. Such easements are for the use and benefit of the owners and shall not be used for any commercial activities. The easement shall include right of entry for maintenance and improvement of the path. The easements for paths are reserved unto and appurtenant to lands owned by John E. Rice & Sons, Inc., d/b/a Wrench Ranch, its assigns and/or successors in interest.
- (45) No flood irrigation shall be used within the Subdivision.

(46) Additional restrictions or covenants not in conflict with the covenants herein may be made by appropriate provision in any contract or deed for sale or conveyance of a Tract. Such additional restrictions shall inure to the benefit of and be binding upon the parties in the same manner as they have been expressed herein.

ARTICLE II - HOA

- (1) It is the intent of these covenants to create one HOA for the Eisele Turf Estates.
- (2) The HOA shall consist of the Declarant and an Architect selected by the Declarant until such time as 6 out of the 8 Tracts within the Subdivision have been sold at which time the owners of said Tracts shall elect three
- (3) Tract owners to replace the Declarant. These HOA board members shall serve one (1) year terms with elections to be held annually following the date of the first election. Upon the death or resignation of any HOA board member, the remaining members of the HOA shall have the authority to designate a successor from the Tract owners who shall remain on the board until the next election.
- (4) Elections to HOA board shall be held at the annual meeting. Notice of the meeting shall be mailed to all property owners within the Eisele Turf Estates at the address given to the HOA secretary.
- (5) At a meeting, each Tract shall have one vote.
- (6) The members of the HOA shall elect a chairman who may also serve as secretary unless another member shall be designated as such. The secretary shall keep a minute record of all proceedings and actions taken by the HOA and shall be responsible for all correspondence. Meetings of the HOA may be called at any time by the chairman as required to transact any business, and the HOA may formulate its own rules and regulations for the calling of such meetings and conduct of its business. Upon the purchase of a Tract, the purchaser shall be provided with the names of the members of the HOA.



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approves preliminary plans and

- (7) The HOA shall have the obligation of providing for the care, operation, management, maintenance, repair and replacement of common easements. Without limiting the generality of the foregoing, said obligations shall include the keeping of such common easements and improvements thereon in good, clean, attractive, sanitary condition, order, repair, and desirable; and making necessary and desirable alterations, additions, betterment, improvement to or on the common easements.
- (8) The HOA shall have the right to make and enforce reasonable and uniformly applied rules and regulations governing the use of the easements and common property to assure equitable use and enjoyment by all persons within the Eisele Turf Estates.
- (9) Prior to construction on private lands or any other matter designated for approval by the HOA, the owner of said private lands or the person contemplating such construction must submit preliminary plans and specifications to the HOA, which plans and specifications shall include the following: (a) finished grades; (b) finished floor elevations; (c) floor plans; (d) roof plans; (e) site location plat; (f) all four exterior elevations; (g) exterior colors. Within thirty (30) days after receiving the plans and specifications for such construction or other matter, the HOA shall either approve or disapprove the plans and specifications which approval or disapproval shall be in writing. In the event the HOA fails to approve or disapprove within such period of time after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the plans and specifications shall be deemed to be approved. If the plans shall be rejected because of noncompliance with the covenants and restrictions, the reason therefore shall be stated. The person submitting the plans shall have the right to make application to the HOA for review of its decision and may request a variance from the restrictions. In the event the board

specification, prior to construction, final plans and specifications shall be submitted to the HOA in detailed form, to assure conformance of the final plans and specifications and specifications with the preliminary plans and specifications. All water impoundments shall require the submission of plans and designs approved by a licensed professional engineer assuring no disturbance with existing sub-surface aquifers and pass through of all unadjudicated surface waters. The HOA shall disapprove proposed water impoundments unless adequate assurances that the water impoundments will not adversely affect the surface are provided for.

ARTICLE III - Assessment

- (1) HOA and HOA assessment will be established at the time when 80% of lots have sold. This assessment will be made against each Tract entitled to vote.
- (2) The HOA shall have the power and authority to determine all matters in connection with assessments, including the power and authority to determine where, when and how assessments shall be paid to the HOA and each Tract owner shall be required to comply with any such determination.
- (3) Unpaid assessments shall bear interest at the rate of eighteen (18) per cent per annum from the date due and payable.
- (4) The HOA shall have a lien against each Tract in order to secure the payment of assessments plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in manner of foreclosures of real estate mortgages in the State of Wyoming.
- (5) No substantial improvements shall be undertaken in the common easements or areas for the construction of which owners are to be assessed, without the consent of eighty percent (80%) of the owners of the Tracts.

ARTICLE IV - General Provisions

(1) The HOA shall have the authority to determine compliance with the covenants contained herein, and allocate and assess the costs for improvement, maintenance and repair easements, roads and other areas designated for common use to the Tract owners. Upon the violations of any covenant, or upon the failure to pay any assessments, 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, HOA may reenter 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 HOA in bringing such action. Nothing in this provision shall act to impair an individual owner from bringing suit to enforce compliance or enjoin any violation to these covenants.

Any Tract owner violating these covenants shall be liable for all attorney's fees and costs incurred by such individual owner in bringing such action.

- (2) 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.
- (3) 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. The covenants and other provisions in this Declaration may be

declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. The covenants and other provisions in this Declaration may be amended, deleted, or new covenants added at any time by an instrument signed by the owners of not less than eighty per cent (80%) of the total Tracts within the Eisele Turf Estates. Prior to the sale of 80% of the total Tracts within the Subdivision, Declarant shall have the right to unilaterally amend, delete, or add new covenants to this Declaration. All amendments shall be recorded in the office of the County Clerk of Sheridan County, Wyoming.

IN WITNESS WHEREOF,

the Declarant has executed this Amendment of Declaration of Covenants, Conditions, and Restrictions of Eisele Turf Estates, this 30th day of April, 2019.

John E. Rice & Sons, Inc

Title

This instrument was acknowledged before me on April 30, 2019 by James L. Jellis as Vice President of John E. Rice & Sons, Inc., d/b/a Wrench Ranch.

NOTARY/PUBLIC

MY COMMISSION EXPIRES: 12-13-2015

JODI C. ILGEN - NOTARY PUBLIC
COUNTY OF SHERIDAN
My Commission Expires 12-13-14

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Exhibit A

EISELE TURF ESTATES

A TRACT OF LAND **LOCATED IN THE SW1/4, SECTION 10 AND THE** NE1/4NW1/4, SECTION 15, **TOWNSHIP 56 NORTH. RANGE 84 WEST, SIXTH** P.M., SHERIDAN COUNTY, WYOMING AND MORE **PARTICULARLY DESCRIBES AS FOLLOWS;**

BEGINNING At A Point Which Is Located North 23°20'15" East, A Distance Of 2486.27 Feet From The Southwest Corner Of Said Section 10, Said Point Of Beginning Also Being On The East Right Of Way Of Decker Drive' Thence With Decker Drive South 75°11'30" East, A Distance Of 59.58 Feet To A Point:

Thence Continuing With Said Decker Drive With A Curve Turning To The Right With An Arc Length Of 211.92 Feet, A Radius Of 230.00 Feet, A Chord Bearing Of South 48°47'44" East, A Chord Length Of 204.50 Feet; Thence Continuing With Said Decker Drive South 22°23'58" East, A Distance Of 156.75 Feet To A Point;

Thence Continuing With Said Decker Drive North 67°36'02" East, A Distance Of 29.80 Feet To A Point:

Thence Continuing With Said Decker Drive South 22°22'10" East, A Distance Of 1055.89 Feet To

A Point:

Thence Continuing With Said Decker Drive South 68°37'09" West, A Distance Of 9.70 Feet To A Point;

Thence Continuing With Said Decker Drive South 21°39'00"

East, A Distance Of 134.23 Feet To A Point: Thence Continuing With Said Decker Drive With A Nontangent Curve Turning To The Right With An Arc Length Of 275.06 Feet, A Radius Of 5772.47 Feet. A Chord Bearing Of South 19°37'08" East, A Chord Length Of 275.03 Feet: Thence Continuing With Said Decker Drive With A Compound Curve Turning To The Right With An Arc Length Of 327.62 Feet, A Radius Of 5772.47 Feet, A Chord Bearing Of South 16°37'40" East, A Chord Length Of 327.57 Feet: Thence Continuing With Said Decker Drive South 14°56'04" East. A Distance Of 68.91 Feet To A Point: Thence Continuing With Said Decker Drive South 75°03'56" West, A Distance Of 30.00 Feet To A Point: Thence Continuing With Said Decker Drive South 14°56'04" East, A Distance Of 235.90 Feet To A Point On The East Right Of Way Of Interstate 90: Thence With Said Interstate 90 North 53°43'25" West. A Distance Of 174.20 Feet To A Point: Thence Continuing With Said Interstate 90 North 48°43'33" West, A Distance Of 666.32 Feet To A Point; Thence Continuing With Said Interstate 90 With A Curve Turning To The Right

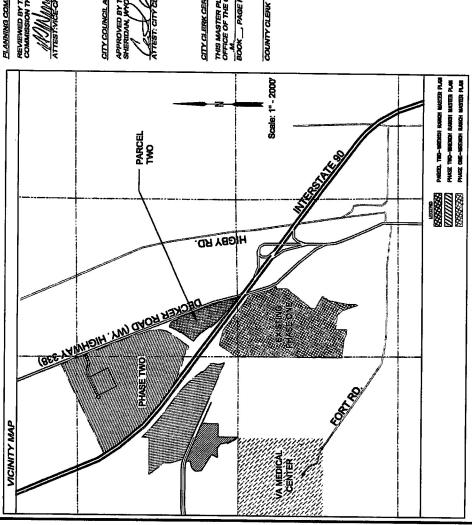
Turning To The Left With An Arc Length Of 330.98 Feet, A Radius Of 1140.00 Feet, A Chord Bearing Of North 45°24'30" West, A Chord Length Of 329.82 Feet; Thence Continuing With Said Interstate 90 North 53°43'33" West. A Distance Of 94.50 Feet To A Point On The Intersection Of Interstate 90 And Decker Road: Thence With Said Right Of Way Of Decker Road North 36°16'27" East, A Distance Of 514.49 Feet To A Point: Thence Continuing With Said Decker Road North 54°14'33" West, A Distance Of 25.00 Feet To A Point: Thence Continuing With Said Decker Road With A Nontangent Curve Turning To The Left With An Arc Length Of 416.71 Feet, A Radius Of 1300.00 Feet, A Chord Bearing Of North 27°06'04" East, A Chord Length Of 414.93 Feet; To The Point Of BEGINNING. Having An Area Of 28.94 Acres more or less.

Interstate 90 With A Curve

With An Arc Length Of 486.35 Feet, A Radius Of 2395.00 Feet, A Chord Bearing Of North 42°54'30" West, A Chord Length Of 485.51 Feet; Thence Continuing With Said Interstate 90 North 52°54'33" East, A Distance Of 35.00 Feet To A Point; Thence Continuing With Said Interstate 90 North 37°05'27" West, A Distance Of 323.27 Feet To A Point; Thence Continuing With Said

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REVISED MASTER PLAN ~ PHASE TWO ~ PARCEL TWO AMENDMENTS WRENCH RANCH PROPERTIES



2018 CATY COUNCIL OF THE CITY OF COMMISSION THIS TOAY OF SHERIDAN PLANNING CITY COUNCIL APPROVAL

CITY CLERK CERTIFICATE:

THE MASTER PLAN AND PRELIMINARY PLAT HAS BEEN PREPARED IN ACCOPDING REQUIRENTS OF THE ACCOPDING REQUIRENTS OF THE CITY OF SHERIDAN AND CERTIFIED THIS JUNCTURENT OF SHERIDAN AND CERTIFIED THIS JUNCTURENT OF SHERIDAN WYCHAING.

PLANNING DIRECTOR APPROVAL

DIRECTOR OF PUBLIC WORKS

THIS MASTER PLAN AND FINAL PLAT WAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS AND PROCEDURES CUTTIED IN THE SUBDINSION REQUIREMENT OF THE BIT OF SHERDAN AND CERTIFIED THIS I FORY OF SECTION OF THE BIT OF SHERDAN AND CERTIFIED THIS I FOR OF WORKING OF SHERDING.

SURVEYOR'S CERTIFICATE DIRECTOR DEPARTMENT



SHEET LIST

25.533 E

LEGAL DESCRIPTION OF AREA, RURAL LIVING GUDELINES & STANDARDS EXSTING CONDITIONS PRELIGIOUN OF DAINIGE PLAN SUBDIVISION PLAT PROPOSED WATER TURE ALIGNMENT PROPOSED SANTARY SEWER ALIGNMENT PROPOSED SANTARY SEWER ALIGNMENT PROPOSED PATHS AND OPEN SPACE

WRENCH RANCH PROPERTIES
REVISED MASTER PLAN PRASE TWO
COYER SHEET
SHERIDAN, WYOMING I NE P OFFICE LABOR JOHN E. RICE & SONS, INC DBA WRENCH RANCH 247 DECKER ROAD SHERIDAN, WYOMING \$2801 JRM P741376 JRM www.woodpic.com Scale: As Shown Sheridan, WY 82801 **₹00**0

Wood Group USA 2615 Aviation Drive, (307) 675–6400

REVISED MASTER PLAN PHASE TWO WRENCH RANCH PROPERTIES PARCEL TWO AMENDMENTS

6/29/2018

Client Contact

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2019-749811 5/9/2019 10:46 AM PAGE: 8 OF 15 BOOK: 580 PAGE: 498 FEES: \$54.00 MFP DECLARATION OF CO EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

A TRACT OF LAND LOCATED IN A PART OF THE SOLTHWEST114, SECTION 10-AND THE NORTHEAST X NORTHWEST X, SECTION 15, TOWNSHIP 98 NORTH, RANGE B WEST, GTH PM, SHERIDAN COLNITY, WYOMING BIT DESPENDENT OF SECTION 15, WOMING BIT DESPENDENT GESTIDAN COLNITY, WOMING BIT DESPENDENT GESTIDAN COLNITY.

BEGINNING at A point Which is Located North 89°59'40° East, 1987'81 Feet The Southwest Corner Of Said Section 10 Said Point Being On The East From The Southwest Carner Of Said Section 10 Said Point Being On The East Right Of West Ayo Of Internation of The Thomas With Said East Right Of Way North 53*4527" West, A Distance Of 205.76 Theme With Said East Right Of Way North 53*4527" West, A Distance Of 205.76

These with Sade East Repti Of Way North 55' 4527" West, A Distance of 2053.76
Feet To A Portt.
These Coordinates With Sade Repti Of Way Ward 16' 4554.75 West, A Distance of 2052.4 Feet To The P.C. of A Care Virings To The Right With A Leadin Of 485.85 Feet, A Reduan Of 2555.00 Feet, A Cohand Care Sade Of Feet

GGE For To A Point.

Bernes Continues With Seal Right Of Way Narth STOSZY Wees, A Distance Of 28.88.3 Feet of To The Zo, Or A Cueve Turning to The List With Are Auctivatify of 28.83.8 Feet, Feet, A Point Office O

Theren Will seld South Right Of Way North 35'1677" East, A Distance Of 484.49
Fed To A Parist.

For To A Parist.

There occuring Wilh Sold Right Of Way North 05'4375" Weet, A Distance Of 22.55 Feet To A Point.

There occuring With Sold Right Of Way With A Non-langued Care Turning To There occuring With Sold Right Of Web 184.50 Feet, There occuring Of North 27'4072 East, A Cheel Length Of 42.21 Feet,

There occuring With Sold Right Of Way South 36'747 Feet, A Cheel Cheel Cheel Cheel Of North 27'4072 East, A Cheel Length Of 42.21 Feet,

There occuring With Sold Right Of Way South 37'1750 East, A Distance Of 38.55 Feet To The P.C. Of A Cheel Bearing Of South 46'474" East, A Cheel A Adelian Of 20.50 Feet A Cheel Bearing Of South 46'474" East, A Cheel A Cheel Che

Thermo Confirming With Seads fight Of Ways South 2722555 East, A Distance Of 1867 Feet I. A Pathermo Of 1868 Feet II. A Pathermo Of 1869 Feet III. A Pathermo Of 1869 Feet III. A Pathermo Of 1869 Feet II. A Pathermo Of 1869 Feet III. A Pathermo Of

Continuing With Said Right Of Way South 14*53'01" East, A Distance Of BS 1 Feat To A Peint.
Theres Continuing With Stad Right Of Way South 75'05'59" West, A Distance
18.61 Feat To A Peint.
Theres Continuing With Stad Right Of Way South 14'55'07" East, A Distance
12.23 Feet To A Puint! Way Stad Right Of Way South 14'55'07" East, A Distance
12.23 Feet To A Puint! Way Stad A Pass Of 28.74 Acres more or less.
To The Peint Of BESENVING, Having An Area Of 28.74 Acres more or less.

INTRODUCTION - RURAL LIVING

NOTE: INTENDED USES: Other uses that meet the general intent of this section may be considered if they meet all other requirements.

E. SITE PLANNING GUIDELINES

The Rard Living (RJ.) Peruring Aces will serve the Rard Recidential needs of the Wherein Rench Revised Match Plan Phose Ywo Protol Two Armstandards and he Muthe and Steriforn. The serve will notable an match of Heritatia and podesidant featings. The area is Steriforn The serve will notable an match of the delication featings. The area is served to be to mandrup up operations from the Masset-Lise (RAL) zerve of the Masset-Plan served to be by weighte from red of the delication.

1. Secondary Single Famiry Detanded Hamse
1. To protect high quality handles for the footback many control of the Target and the Target and Ta

The following Table (RL) Permitted Uses-Rural Living the symbol "P" indicates the uses that obtail be permitted in the Residential District.

A PRINCIPAL USES

TABLE R-1

RURAL LIVING PERMITTED USES Rural LWing Single Family Homes Secondary Single Family Dehabled Homes

F. SITE PLANNING GUIDELINES

PERMITTED

The Guidelines, Standards, and Regulations of this Master Plan were written with the intant of complexity with the Cty of a Standards Office. (Ass) contained within the Cty of a Standards Marchael Gode. In regards to enture and few; the Master Plan shall be expected over manufacies code. In regards to enturing and few; the Master Plan shall be expected over manufacies dode. In all other matters, development of the Westerh Ranch Matter Plan Plans Wer Plans of The Amendments at the lot of the complexit with the Cty of Standard Marchael Code, except as noted feeting.

The Outdelbaw, Standard, and Regulations of this Meater Plan were written with the intent of comprehenging with the 1404 of Stendard Intentions of Cold. 2009 outstriked within the Chy of Standard Market of Cold. 2009 outstriked within the Chy of Standard Market of Standard Intention Standard Cold. In regulate to building estimate (conduity) most part of standard produced instruction cold. In all other matters, as development of the Wernah Ranch Rowless (Measter Plan Plans Plan Plans Only of Standard Measter Plan Plans Plan

TABLE R-2
RURAL LIVING SETBACK & HEIGHT STANDARDS
Location
Location

B. RURAL LIVING DISTRICT: SETBACK & HEIGHT STANDARDS

- <u>-</u>

We be that you can get the proof purply, making from an entirely or Needsched of any year that he was a properly making from corner and the proof of 4

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SITE PLANNING PRINCIPLES

Height Lindbillons Principal Use (4 story Max.)

G. SITE PLANNING GUIDELINES

The Common Area as depicted on the plat shell create an essement for the usa and engineer of the all Endowers, pages, and their to the subdivision. The Common Area shall be formed and the inndomens private property, to distinguish the Common Area from private lamfourners property and shall not be used for any commonerate achieve. Common Area The Commo 현

Site and orient buildings to concentrate and reinforce podestrian activity along sticewalks and open space. Provide sade and officient vehicular parking while minimizing the negative visual impacts commonly associated with large parked areas. Landowness are emocuraged to provide pedestrian walkways and open space to convey pedestrians.

SITE PLANNING GUIDELINES

Rural Living Single Family Homes

1. To provide this quality through opportunities for large single family residential loss of periode they quality housing operations and search-actions in a planned housing description of the same control of the same of the search of the Single Family Homes shall be high and shall compliment the architecture of surrounding homes. **1**.

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JOHN E. RICE & SONS, INC DBA WRENCH RANCH 247 DECKER ROAD SHERIDAN, WYOMING 82891

REVISED MASTER PLAN

PHASE TWO

WRENCH RANCH PROPERTIES PARCEL TWO AMENDMENTS

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JRM WEP ILJ ILJ
By Fred, Rept. Rept.

6/29/2018 Revised and released for client and City torion

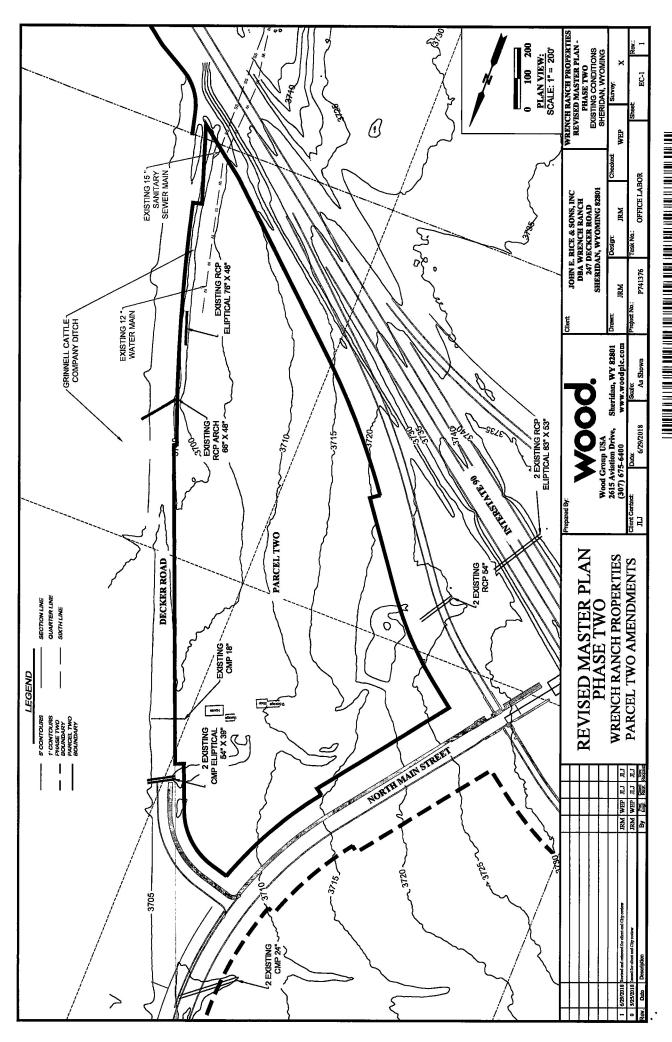
WRENCH RANCH PROPERTIES
REVISED MASTER PLANPHASE TWO
LEGAL, RURAL LIVING GUIDELINES &
STANDARDS
SHEEDDAN, WYOMING

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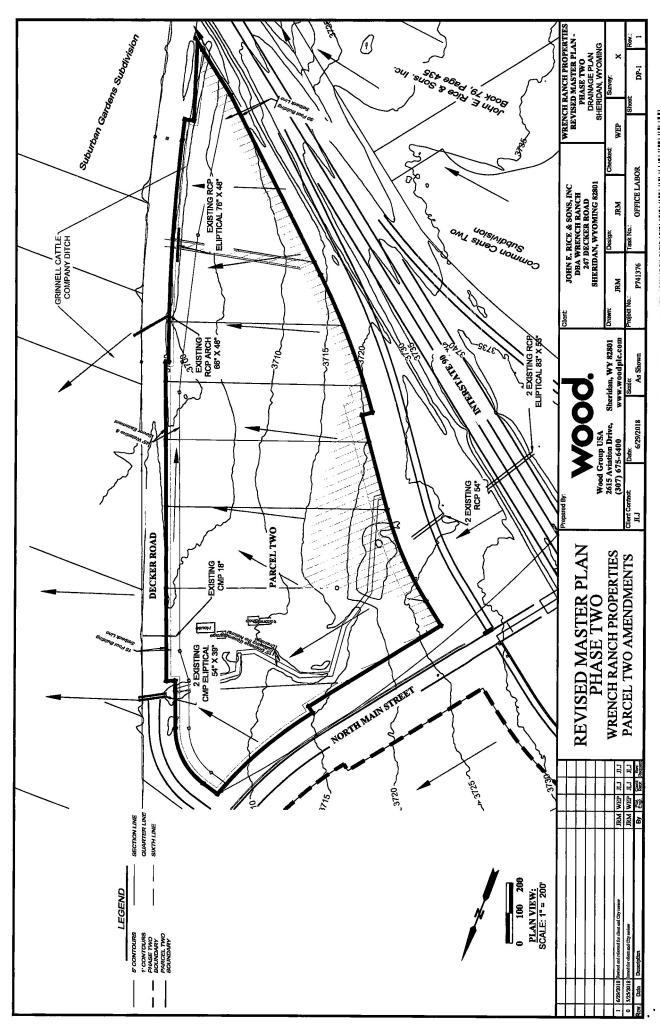
WEP

OFFICE LABOR JRM fask No.: P741376 JR.M www.woodplc.com Wood Group USA 2615 Aviation Drive, Sheridan, WY 82801 (307) 675-6400 www.woodplc.com Scale: As Shown Date: 6/29/2018 Client Contact

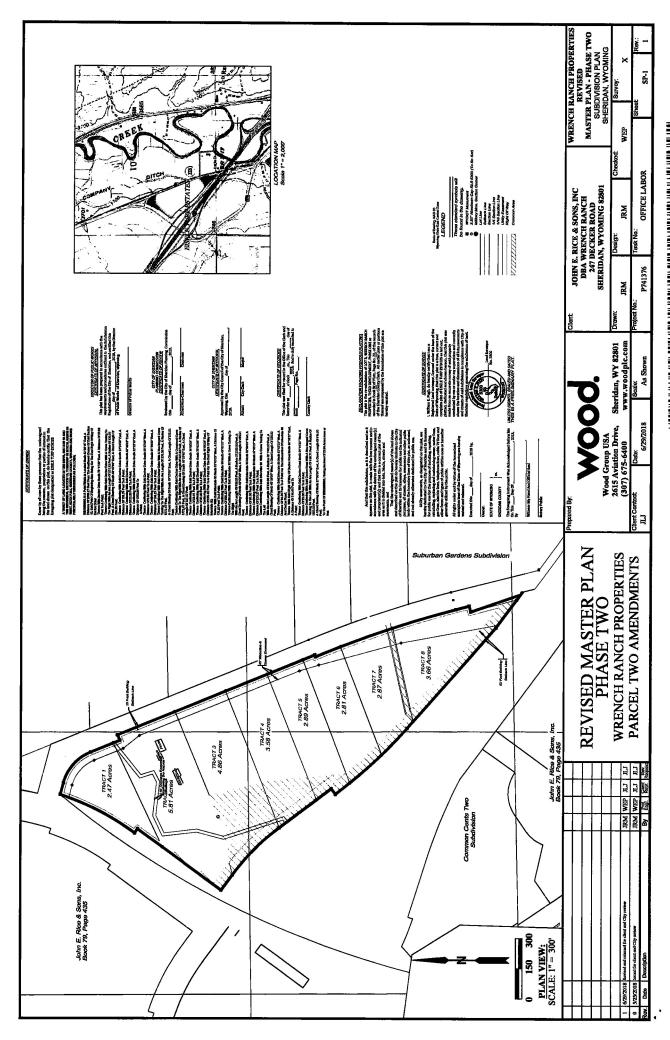
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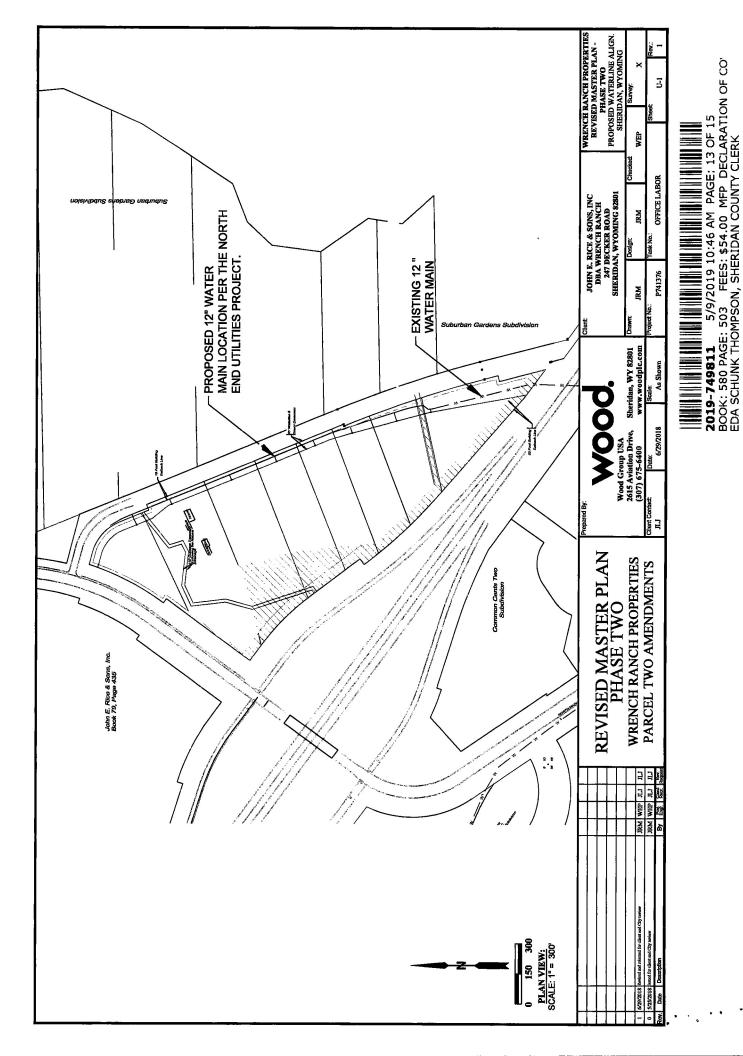
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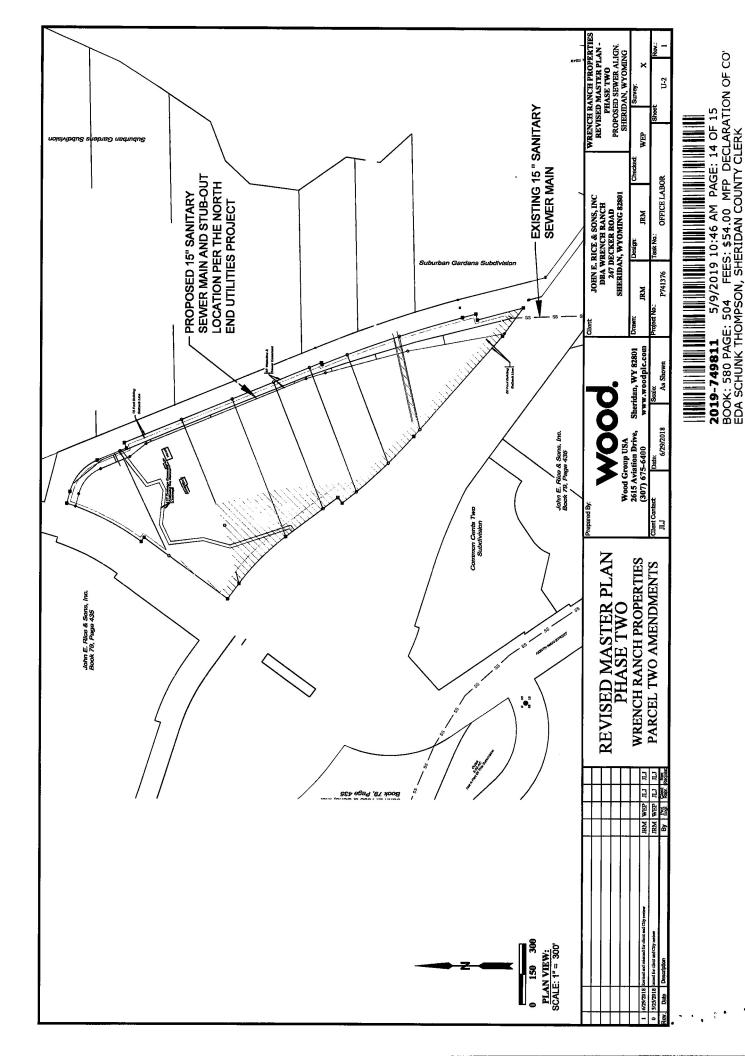


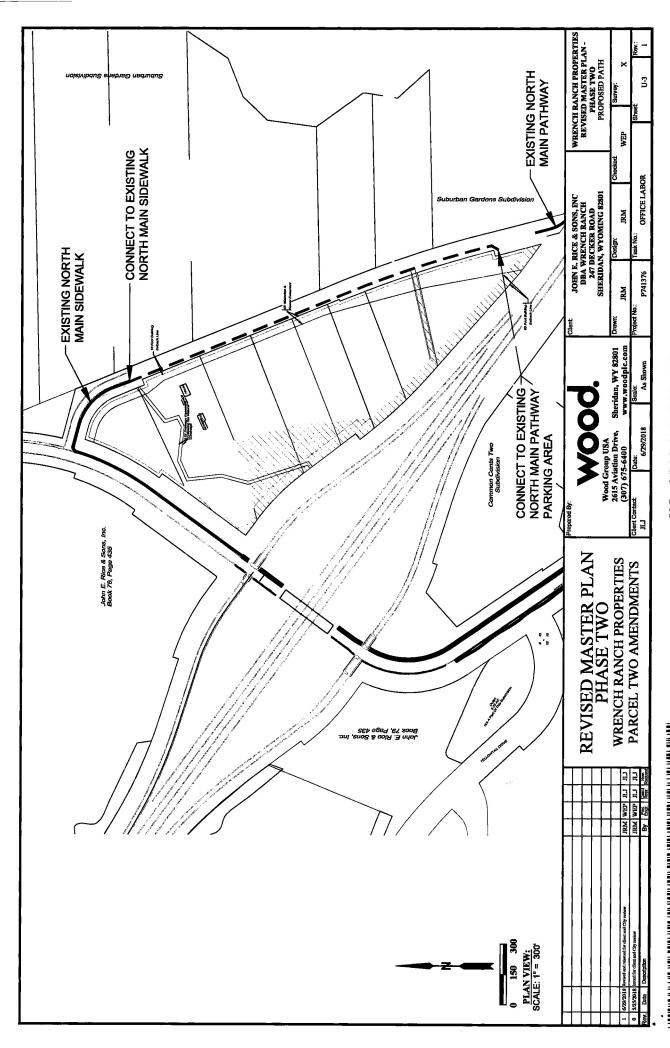
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NO. 2019-749811 DECLARATION OF COVENANTS

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK WILCOX AGENCY SHERIDAN WY 82801

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