



**DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES
AND LIENS FOR
GILLISPIE DRAW SUBDIVISION**

This Declaration of Covenants, Restrictions, Easements, Charges and Liens (this "**Declaration**") is made to be effective as of 10/10/2025, by System Land LLC, a Wyoming limited liability company (the "**Declarant**") whose address is 200 Concho Court, Sheridan, WY 82801.

ARTICLE 1
CONCEPTS AND DEFINITIONS

The following words or terms, when used in this Declaration, shall have the following meanings:

Annual Assessment means the assessment or charge payable to the Owners Association which every Owner must pay on a regular basis as described in Article 10 of the Declaration.

Architectural Review Committee or the **ARC** means that committee described in Article 6 below.

Assessments means the Annual Assessments, Special Assessments, Member Charges and any other payments owing by a Member to the Owners Association under this Declaration or by law, together with all late charges, interest and costs of collection as provided in this Declaration.

Board means the Board of Directors of the Owners Association.

County means Sheridan County Wyoming.

Covenants means all covenants, conditions, restrictions, easements, charges and liens set forth within this Declaration.

Declarant means System Land LLC, and its successors and assignees. A Person shall be deemed a successor or assignee of System Land LLC if, and only if, it is specifically designated in a document signed by System Land LLC and recorded in the office of the County Clerk of Sheridan County, Wyoming designating the Person as the successor or assign of System Land LLC under this Declaration. If at any time, System Land LLC ceases to be the Declarant, no Person is designated as Declarant, and a decision or act of Declarant is required pursuant to this Declaration, the Person to Act as Declarant will be the Board.

Declaration means this Declaration of Covenants, Restrictions, Easements, Charges and Liens, as it may be amended or supplemented from time to time in accordance with the terms of this Declaration.

Design Guidelines means the standards, restrictions, guidelines, recommendations and specifications established from time to time by the ARC applicable to aspects of the construction, placement, location, alteration, maintenance and design of any Improvements to or within the Subdivision.

Dwelling Unit means any building or portion of a building situated upon a Tract which is designed and intended for use and occupancy as a residence by a single person, a couple, or a family.



Easement Area means those areas which may be covered by an easement reserved or described in this Declaration or shown on the Subdivision Plat.

Governmental Requirements means all applicable federal, state, County, City or local laws, ordinances and regulations.

Improvement means any material physical change to raw land or to an existing Structure which materially alters the physical appearance, characteristics or properties of the land or Structure, including but not limited to the initial construction of a Structure, adding or removing any area to or from a Structure, painting or repainting a structure, removing any tree, or in any way altering the size, shape or physical appearance of any land or structure.

Member means each Owner in the Owner's capacity as a member of the Owners Association.

Member Charge means a charge imposed upon an Owner by the Owners Association related to a Member's breach of the Covenants, as more specifically described in Article 10 of the Declaration.

Owner means each Person that holds record title to fee simple interest of a Tract, including sellers under executory contracts and excluding buyers thereunder, whether or not that Person resides on the Tract.

Owners Association means Gillispie Draw Home Owner's Association.

Owners Association Documents means all articles of incorporation and bylaws creating or governing the Owners Association and its members, as those documents may be modified from time to time.

Person means an individual, corporation, general or limited partnership, limited liability company, association, trust, governmental entity, or other entity recognized as capable of owning real property under Wyoming law.

Property means the land described in Exhibit "A", attached to the Declaration, along with all land that may subsequently be annexed into the Subdivision and made subject to this Declaration.

Resident means: (a) each owner of fee simple title to any Tract within the Subdivision; (b) each person residing on any part of a Tract who is a lessee of a Tract; and (c) each person residing in a Dwelling Unit other than an Owner or lessee.

Roads means Gillispie Drive and Porcupine Lane as described in the Easement Agreement entered into by Sheridan Heights Ranch LLC and System Land LLC, as Grantors, with Gillispie Draw Home Owner's Association, as Grantee, granting a non-exclusive easement for road access, drainage, and underground electrical and natural gas utilities to and through the Gillispie Draw Subdivision.

Special Assessments means special group assessments for capital improvements or unusual or emergency matters.

Structure means any temporary or permanent building, residence, structure, sign, garage, barn, porch,



shed, greenhouse, bathhouse, cabana, trash receptacle, covered or uncovered patio, swimming pool, play apparatus, curbing, paving, wall, tree or hedge more than two feet in height, or other improvement to any Tract.

Subdivision means “Gillispie Draw Subdivision,” a subdivision of Sheridan County, Wyoming.

Subdivision Plats means the plat of Gillispie Draw Subdivision recorded in Sheridan County, Wyoming along with any other plat of additional land that may be annexed into the Subdivision, as those plats may be amended from time to time.

Tract means each separately identifiable Tract within the Subdivision as shown on the Subdivision Plats.

ARTICLE 2
DECLARATION AND PURPOSE

2.1 Declaration. Declarant declares that the Subdivision and each Tract in the Subdivision is and shall be owned, held, mortgaged, transferred, sold, conveyed, occupied, and used subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration.

2.2 Purpose. Declarant is making this Declaration to ensure the proper development of the Subdivision; to protect owners of Tracts against improper use of surrounding Tracts; to preserve, so far as reasonably practicable, the natural beauty of the Subdivision; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each Tract with appropriate locations; to secure and maintain proper setbacks from Roads and adequate free space; and, in general, to provide for development of the high quality to enhance the value of investment made by owners of Tracts.

ARTICLE 3
MEMBERSHIP AND VOTING IN OWNERS ASSOCIATION

3.1 Membership. Each Owner of a Tract shall automatically be a Member of the Owners Association for so long as that Person is an Owner of a Tract. Membership in the Owners Association is an interest appurtenant to title to each Tract and may not be separated from ownership of a Tract. Each Owner’s rights as a Member are contingent upon the Owner remaining a Member in good standing of the Owners Association. If more than one Person owns an interest in a Tract (such as a husband and wife), all those Persons shall be entitled to participate in the Owners Association and exercise the rights of a Member, except that only one (1) vote may be cast on behalf of all Persons owing an interest in a Tract.

3.2 Classes of Members. The Owners Association shall have two (2) classes of Members: Class A Members and Class B Members. Class A Members shall be all Owners with the exception of Declarant. The Class B member shall be Declarant until Declarant no longer owns any Tract in the Subdivision at which time Class B membership shall cease, and there shall be only Class A Members.

3.3 Voting Rights. Each Class A Member shall be entitled to one (1) vote for each Tract owned by that Class A Member. The Class B Member shall be entitled to ten (10) votes for each Tract owned by the Class B Member. Quorum, notice and voting requirements relating to the Owners Association shall be set out in the Owners Association Documents.

3.4 Suspension of Rights. The right to vote or attend meetings of the Owners Association may

be suspended by the Board during any period in which a Member is in violation of the Covenants, is delinquent in the payment of any Assessment, or is otherwise in default and/or violation under this Declaration or the Owners Association Documents. The suspension of a Member's rights as a Member shall not relieve the Member from paying any Assessments or performing any other obligation required in this Declaration.

ARTICLE 4
ROADS

4.1 Maintenance; Fees. For three (3) years from the date the Subdivision Plat is first approved by the Board of County Commissioners of Sheridan County, Wyoming or until Declarant has sold five (5) Tracts within Tracts 3-15 of the Subdivision, whichever occurs first, Declarant will pay the costs of snow removal on the Roads and repair and maintenance of the Roads. Thereafter, the Owners Association shall be obligated to remove snow from the Roads and maintain and repair the Easement Area as provided in the Easement Agreement entered into by Sheridan Heights Ranch LLC and System Land LLC, as Grantors, with Gillispie Draw Home Owner's Association, as Grantee, which granted a non-exclusive easement for the Roads, drainage, and underground electrical and natural gas utilities to and through the Gillispie Draw Subdivision. The costs of maintaining and repairing the Easement Area shall be assessed by the Board as provided in Article 10. No Person other than Declarant may engage in snow removal on the Roads or construction, maintenance or repair of Roads in the Easement Area without the consent of the Owners Association.

4.2 Rules. The Owners Association shall have the right to prescribe rules and regulations for the use of the Roads which may include speed limits and control of parking on the Roads.

4.3 Damage. Each Owner and Resident shall be liable to the Owners Association for any damage to the Roads caused by the Owner, the Resident, or the family, guests or invitees of the Owner or Resident.

4.4 Gates and Cattleguards. No gates or cattleguards will be constructed on the Roads except at locations designated by Declarant.

ARTICLE 5
EASEMENTS

5.1 Platted Easements and Utility Easements.

(1.a) Portions of the Subdivision are encumbered by easements noted on the Subdivision Plat. These easements include, but are not limited to, non-exclusive easements reserved for the installation, maintenance, replacement, removal and use of underground electric and natural gas utilities and for drainage and Roads.

(1.b) Except for the construction of fences in certain easements as expressly permitted under Section 7.9, no Structure, planting or other material shall be placed or permitted to remain within any easements within the Subdivision which may damage or interfere with the installation and maintenance of the utilities or Roads or, in the case of drainage easements, which may change or impede the direction of flow of water through drainage channels in those easements.

(1.c) The easement areas of each Tract, if any, and all Improvements in those areas shall be maintained continuously by the Owner of the Tract, except for Roads and those Improvements for which a utility company is responsible. Neither the Owners Association, Board, Declarant nor

any utility company using the easements shall be liable for any damages done by them or their assigns, agents, employees or servants to any Improvement, Structure, shrubbery, streets or flowers or other property of the Owner situated on the land covered by the easements.

5.2 Easement for Construction. Declarant, the Owners Association, and all utility companies shall have a right of ingress and egress across, over, and under the Subdivision for the purpose of installing, operating, replacing, repairing, maintaining and removing underground electric and natural gas utilities. The Declarant, the Owners Association, and all utility companies shall have the right to remove any obstruction that may be placed in any easement that would constitute interference with the use of the easement or with the use, maintenance, operation or installation of the utility.

5.3 Conveyance Subject to Easements. Each Tract is conveyed subject to all easements, conditions and reservations shown on the Subdivision Plat and contained in this Declaration.

ARTICLE 6 ARCHITECTURAL REVIEW COMMITTEE

6.1 Establishment of ARC. To protect the overall integrity of the development of the Subdivision as well as the value of Improvements of all Owners, a committee designated as the “*Architectural Review Committee*” is hereby established to carry out certain duties and to exercise certain powers as noted in this Declaration. The ARC shall have full authority to approve and disapprove all construction, development and Improvement activities of any kind (including, without limitation, Structures, hardscape and landscape) within the Subdivision and to attempt to ensure that all Improvements are designed to be compatible with Declarant’s conceptual plan for the overall Subdivision or as decided by the ARC.

6.2 Number and Designation. The ARC shall initially have three (3) members, each of whom shall be appointed by the Declarant. So long as there is a Class B membership, the Declarant shall have the power to (a) change the number of members of the ARC; (b) remove any member of the ARC at any time for any or no reason, and (c) appoint a successor member of the ARC upon the death, resignation or removal of any member of the ARC. Upon the expiration of the Class B membership, the Board shall appoint the members of the ARC, which shall consist of at least three (3) but no more than five (5) members.

6.3 Submission of Plans. No Structure of any kind shall be erected, placed, constructed, maintained, modified or altered, no Improvement shall be made, no landscaping or hardscape shall be installed on any Tract in the Subdivision, nor shall any clearing or site work (including specifically the removal of trees or any other vegetation) be commenced, until a complete set of plans and specifications relating to that Structure, Improvement or activity shall have been formally submitted to and approved by the ARC. The plans and specifications relating to that Structure, Improvement or activity shall be in writing and, to the extent applicable to the proposed Structure, Improvement or activity, shall contain and include, but shall not necessarily be limited to, the following information: floor plans, including finished floor and ground elevations; exterior location for any buildings, fence or other Structures (including location of light poles, if applicable); exterior lighting and location; landscaping and irrigation plans; samples of exterior finish materials and color samples; and any other plans, specifications or information deemed pertinent by the ARC or Declarant.

Plan Review. The ARC shall review all plans, specifications and other information submitted for compliance with all the requirements of this Declaration and for the compatibility of any Improvements (including landscaping) with the architectural, aesthetic and ecological goals of the Subdivision and the Declarant, it being the intent that those goals require that all Improvements be

compatible with all other Improvements in the Subdivision and that they be in harmony with their natural surroundings. The ARC shall have full right and authority to utilize its reasonable discretion in approving or disapproving any plans and specifications which are submitted. If the ARC fails to approve submitted plans or to request additional information reasonably required within thirty (30) days after submission, the applicant shall give the ARC written notice of its failure to respond. Unless the ARC responds within ten (10) days of receipt of that notice, approval will be deemed granted.

6.4 Approval. The ARC may disapprove the construction or design of any Improvement or Structure if the members of the ARC believe a violation of the Declaration would result or on purely aesthetic grounds where, in its reasonable judgment, disapproval is required to protect the continuity of design or value of the Subdivision, or to preserve the serenity and natural beauty of any surroundings. Prior approvals and/or disapprovals of the ARC pertaining to any Improvement activities or regarding matters of design or aesthetics shall not be deemed binding upon the ARC for later requests for approval if the ARC feels that the repetition of those matters will have an adverse effect on the Subdivision. The ARC shall have the express power to construe and interpret any Covenant in this Declaration that may be capable of more than one construction.

6.5 Right to Inspect. Subject to the requirements and limitations contained in this Section, members of the ARC, any member of the Board, or any authorized representative of any of them, shall have the right to enter upon and inspect any Tract, and the Dwelling Unit thereon, for the purpose of ascertaining whether or not the provisions of the Declaration have been or are being complied with, and those persons shall not be deemed guilty of trespass by reason of such entry. Entry upon any Tract pursuant to this Section may occur only if (a) the entry occurs between the date that the ARC has approved the plans for the Structure or Improvements and the date that is fourteen (14) days after the Owner gives the Association written notice that the Structure or Improvements have been completed; (b) the person making the inspection has given the Owner a written request for an inspection, stating times and dates convenient to the inspector, (c) the Owner and the inspector have agreed in writing to a reasonable time and date of inspection, and (d) the inspection is made at the agreed time and date and in a manner so as to reasonably minimize any disruption to the Owner or any Resident of the Tract.

6.6 General. The ARC shall have the authority to employ professional consultants at the expense of the Owners Association to assist it in performance of its duties. The decision of the ARC shall be final, conclusive and binding upon the applicant. The ARC members shall not be entitled to any compensation for any services rendered pursuant to this Declaration but shall be entitled to reimbursement from the Owners Association for reasonable out-of-pocket expenses incurred in performing their duties.

6.7 No Liability. To the maximum extent permitted by law, members of the ARC shall not be liable to any Person subject to or possessing or claiming any benefits of this Declaration and the covenants contained in this Declaration for any damage or injury arising out of their acts under this Declaration.

6.8 Design Guidelines. The ARC may promulgate and publish Design Guidelines, which are incorporated into this Declaration by reference, a copy of which will be furnished to Owners on request. The Design Guidelines will supplement this Declaration and may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance, design and quality of Structures and other Improvements. The Design Guidelines may be amended from time to time upon the affirmative vote of a majority of the members of the ARC and the consent of the Board.

6.9 Variances. The ARC may grant a variance from any requirements set out in this Declaration or in any Design Guidelines if good cause is shown for the variance and the ARC believes the variance will not materially affect the proper development of the Subdivision.

ARTICLE 7
CONSTRUCTION RESTRICTIONS

7.1 Residential Structures. No Structure shall be placed or constructed upon Tracts 3-15 in the Subdivision other than Structures whose primary design and purpose is for single family residential purposes or accessory Structures whose purposes are consistent with and incidental to the residential use of the Dwelling Unit and the Tract. Each Structure placed on a Tract must be a single family Dwelling Unit. No apartment buildings or commercial Structures shall be allowed in the Subdivision, unless specifically permitted in this Declaration. No more than one (1) Dwelling Unit may be located on any Tract, except for guest houses meeting the requirements of this Declaration. All chimneys must have spark arrestors.

7.2 Temporary and Prefabricated Buildings. Except as provided above or as otherwise permitted in writing by the ARC, no structure of a temporary character may be used on any Tract at any time for storage or as a residence, either temporarily or permanently. UBC or IRC approved prefabricated or manufactured structures may be placed or maintained on any Tract and used as a residence provided the design utilizes dormers, 2 major roof pitches, attached garages or other design considerations to mask the typical "manufactured" appearance. All manufactured homes must have the end siding installed on the Tract after it has been secured to the foundation and must have a minimum roof eave of 12 inches and a minimum roof pitch of 5:12. Prefabricated or manufactured structures may be used as barns, garages or outbuildings, if otherwise approved by the ARC.

7.3 Commencement and Completion of Construction. An Owner who has obtained approval from the ARC for the construction of any Improvements must commence construction of those Improvements within six (6) months of the date that approval from the ARC was granted. If the construction of the Improvements is not commenced within that time period, then the approval of those Improvements from the ARC shall automatically be revoked. Once an Owner begins construction on a Structure, the Owner shall have all Improvements completed within twelve (12) months after commencement of construction. If a Dwelling Unit or other Structure has been damaged by casualty, that Dwelling Unit or other Structure must either be repaired and restored or completely removed from the Tract within six (6) months from the date that the damage occurred.

7.4 Minimum Floor Space. The Dwelling Unit constructed on any Tract shall contain at a minimum of 1,200 contiguous square feet of space, exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters separated or detached from the primary living area. If a Dwelling Unit has more than one story, then at least sixty percent (60%) of all space must be located on the ground floor of the Dwelling Unit.

7.5 Height Restriction. No Structure shall be erected, altered or placed on, within or in the Subdivision which exceeds two (2) standard stories and 35' in height. All Governmental Requirements with respect to the maximum height of Structures shall be complied with at all times.

7.6 Building Materials. The exterior walls of all Dwelling Units and all other Structures shall be constructed of metal, stone, stucco, wood brick or other material approved by the ARC (the "**Approved Exterior Materials**"). In no instance shall more than eighteen (18) inches of the slab of the Dwelling Unit be exposed above finished grade as viewed from any Road.

7.7 Roofs. Roofing shall be all metal or other materials as approved by the ARC. Roofs for any accessory Structure must be compatible with, and must meet the same requirements as, a Dwelling Unit.

7.8 Accessory Structures. Every accessory Structure, inclusive of Structures such as a guest house, storage building, animal barn, gazebo, spa, greenhouse, cabana or children's playhouse, shall be constructed of the same exterior materials and shall otherwise be compatible with the Dwelling Unit to which it is appurtenant in terms of its design and material composition. All accessory Structures shall be subject to approval of the ARC. In no instance shall an accessory Structure exceed one (1) story in height. Any guest house must contain a minimum of 600 square feet of floor area.

7.9 Fences. All fences or walls located on an Owner's Tract must be of a size and style and constructed of materials approved by the ARC. The Owner must maintain all fences on its Tract at the Owner's expense. Fences may be constructed within or across the Between Tract Easements, but may not be constructed within or across any other easement area located on a Tract. If an Owner installs a fence along the common boundary line between the Owner's Tract and an adjacent Tract, each Owner of the adjoining Tracts shall be obligated to maintain or replace that fence as needed, and each Owner shall reimburse the other Owner one half (1/2) of the reasonable cost incurred in maintaining or replacing that fence.

7.10 Driveways. Driveways on each Tract must be constructed at least 12' wide and an all weather substate, and be built with materials that are approved by the ARC. The driveway turnout shall be constructed in such manner as to provide an attractive transitional radius into the driveway entrance. Any gate or archway just be a minimum of 14' high and a maximum of 18' high. Bridges or culverts used in the driveway must be rated at a 20 ton weigh limit. Any gate going into driveway needs to coordinate a means of opening with County Emergency Services.

7.11 Setbacks and Building Sites. All Structures must be constructed, placed and maintained in conformity with all Governmental Requirements. Subject to any greater setback required by Governmental Requirements, no portion of any Structure (including, without limitation, porches or overhangs) shall be located within fifty feet (50') from the front and rear Tract line or roadway easement, or within thirty feet (30') of any side Tract line. The ARC may grant a variance from all setback requirements (other than those imposed by Governmental Requirements) if good cause is shown for the variance and the ARC believes the variance will not materially affect the proper development of the Subdivision. The location of all Structures must be approved by the ARC. The ARC may establish additional setback lines for Structures other than Dwelling Units.

7.12 Sight Lines. No fence, wall, hedge, shrub, plant or tree nor any other Improvement or Structure greater than two (2) feet in height above the adjacent roadway shall be placed or permitted to remain on any corner Tract within the triangular area formed by the front and side street right-of-way lines at the corner of the Tract and a straight line intersecting each right-of-way line five feet from the point of intersection of each right-of-way line. The Owner of each corner Tract shall be obligated to take all actions necessary to comply with these requirements to avoid any visual obstructions at intersections, including the obligation to maintain any hedge, shrub, plant or tree in conformance with these requirements

7.13 Utilities. Underground electric service of the type known as 120/240 volt, single phase, 3 wire, 60 cycle, alternating current has been or will be made available to the boundary of each Tract. Each Owner acknowledges that electric service of any other character will not be available except at added cost to the Owner and in accordance with the rules and regulations for electric service of the



subject electric utility company. Each Owner assumes complete responsibility for all costs and expenses arising out of or related to the repair, replacement or restoration of any utility equipment damaged or destroyed because of the negligence or misconduct of any Resident of the Owner.

7.14 Trees. Trees may be planted on any Tract only with prior written approval of the ARC.

7.15 Septic and Sewage Systems. No Owner may install any septic or sewage system on its Tract unless that septic or sewage system has been approved by the ARC and all governmental authorities having jurisdiction over the Tract. Each Owner must maintain its septic or sewage system in good operating condition and in conformance with this Declaration and all Governmental Requirements.

7.16 Water System. No water system has been provided. Each Tract owner is responsible for drilling a well or providing a cistern for use on each Tract. The Wyoming Department of Environmental Quality has placed the following restrictions on the development of on-site wells;

- (a) Placement of water wells shall be a minimum of 50 feet from the property boundary.
- (b) Water wells shall be properly permitted, drilled and constructed. It is recommended that wells not be completed less than 80 feet below the ground surface. Any alluvium shall be properly plugged or isolated from the production zone. Drilling and completion are extremely important.
- (c) Water treatment must be installed and maintained to ensure water quality. Periodic testing is also recommended to ensure treatment is adequate.
- (d) Alternative water sources may be necessary, due to uncertainty of groundwater conditions. Alternative include: drilling deeper wells, or constructing cisterns and hauling water.
- (e) Potential buyers/Tract owners are advised to hire a reputable well drilling contractor and construct/complete their well within guidelines described in the State Engineer's Office (SEO) Rules and Regulations, Part III, Water Well Minimum Construction Standards. An approved permit from the Wyoming SEO is required prior to drilling of a water well.

ARTICLE 8
USE AND OTHER RESTRICTIONS

8.1 Tract 1 and Tract 2 (Areas B and C). Anything in this Declaration to the contrary notwithstanding, Tract 1 and Tract 2 (Areas B and C) in the Subdivision will be used only to protect the undeveloped rural agricultural use of these Tracts, to protect open space and scenic values, to protect ecological values including wildlife habitat, and to provide non-motorized recreational trails. There will be no division, subdivision, or de facto subdivision of these Tracts. There will be no residential, commercial, or industrial uses of these Tracts. Hunting on these Tracts and the discharge of any firearm, gun, or other weapon or device which by any means of propulsion shall shoot, eject, or propel any form of bullet, pellet or other projectile capable of causing injury to persons or property on these Tracts is prohibited.

8.2 Tracts 3-15. Tracts 3-15 in the Subdivisions will be used for single family residential

purposes only; provided, however, until Declarant is no longer an owner of any Tracts in the Subdivision, Declarant may use a Tract for business matters directly or indirectly related to the development of the Subdivision and the sale of Tracts, such as a sales information center. Sections 8.2 through 8.14 will apply only to Tracts 3-15. No business may be operated out of a Structure, whether for profit or nonprofit, except for a use which is incidental to the primary use of the Tract, or for a business or commercial venture where a material number of customers, suppliers, employees or delivery personnel do not come to the Tract and that use is not otherwise apparent from the exterior of the Tract or that interferes with the quiet enjoyment of any adjacent Tracts by other Owners. No Structure intended for or adapted to business or commercial use shall be constructed or maintained on any Tract. No direct sales activities, flea markets, bazaars, sample sales, promotional parties or similar activities shall be conducted on any portion of the Subdivision, except for activities of the Declarant, community activities specifically approved by the Board, or otherwise permitted in this Declaration. Garage sales, yard sales and similar sales are permitted so long as any sale does not extend for more than two (2) days and not more than two (2) such sales occur on a Tract during any twelve (12) month period. Promotional sales events or parties (such as a traditional Tupperware®, Pampered Chef®, or similar party or event) so long as not more than two (2) such events or parties occur on a Tract during any month.

8.3 Leases. Dwelling Units may be leased. All leases must be in writing. The lease of a Dwelling Unit shall not discharge the Owner from compliance with any of the obligations and duties as an Owner. Owners shall provide lessees with a copy of this Declaration, Bylaws of the Owners Association, and the rules and regulations of the Owners Association and all correspondence from the Owners Association. All the provisions of this Declaration, Articles, By-laws, Design Guidelines and rules and regulations of the Owners Association shall be applicable and enforceable against any Resident to the same extent as against an Owner. Any lease or rental agreement shall be deemed to be subject to the terms of this Declaration and the other documents of the Owners Association by reference without the necessity of specific reference to them, and each Resident shall be bound by the terms and conditions of those documents.

8.4 Signs. No billboards, banners, pennants, or advertising structure of any kind shall be displayed to the public view on any Tract except for signs used by Declarant to advertise the property. Except for signs used by Declarant, all signs within the Subdivision shall be subject to the prior written approval of the ARC. Declarant, the Owners Association, and their respective agents shall have the right to remove any signs, billboards, banners, pennants, or advertising Structure that does not comply with the above, and in doing so shall not be subject to any liability for trespass or any other liability in connection with such removal.

8.5 Tract Maintenance.

(5.a) During construction of any Improvements on a Tract, the Owner of that Tract must keep the Tract free of rubbish daily and must keep the Roads free of mud or other accumulations. The Owner shall not allow any soil excavated from its Tract to be stored or disposed of on any Road or other part of the Subdivision. The Owner shall cause all soil runoff from its Tract due to rain or irrigation to be promptly removed from all Roads in the Subdivision.

All improved yards and lawns and all natural areas within any Tract shall be kept neat and well maintained. Trees, shrubs, vines and plants which die shall be promptly removed from each Tract. Improved lawns must be properly maintained, and fences must be repaired and maintained, and no objectionable or unsightly usage of Tracts which is visible to public view is permitted. Building materials shall not be stored on any Tract, and any excess materials not needed for construction and



any building refuse shall promptly be removed from each Tract. Within ninety (90) days from the date of completion of construction of a Dwelling Unit on a Tract, the front and side yards shall be returned to a neat condition.

(5.b) Until a Dwelling Unit is built on a Tract, Declarant or the Owners Association may, at its option and at Owner's expense, have the grass, weeds and vegetation cut when and as often as the same is necessary in their reasonable judgment, and have dead trees, shrubs and plants removed therefrom. Either Declarant or the Owners Association may also, at its option and at the Owner's expense, remove any excess building materials or building refuse situated on a Tract in violation of this Covenant.

8.6 Removal of Violations. The Owners Association may require any Owner to remove or eliminate any object situated on a Dwelling Unit or Tract that is visible from any other Tract, if, in the Board's reasonable judgment, such object detracts from the visual attractiveness of the Subdivision.

8.7 Vehicles and Trailers. Any trailer, motor home, tent, boat, marine craft, hovercraft, aircraft, recreational vehicle, motor home, camper body, travel trailer, truck larger than a one (1) ton pick-up (except those used by a builder during the construction of Improvements) on a Tract must be kept, parked or stored behind or beside the main Dwelling Unit on the Tract, and not in front of the front wall of the main Dwelling Unit on the Tract. No recreational vehicle or trailer on a Tract shall be used as a residence, except on a temporary basis during construction of a Dwelling Unit or for guests or other residents for a period not to exceed thirty (30) consecutive days.

No wrecked, junked, or inoperable vehicle, boat, trailer, truck or any other machinery or equipment shall be kept, parked, stored, or maintained on any portion of a Tract, unless stored in an enclosed Structure or in a screened area which prevents the view thereof from any other Tract or Roads within the Subdivision. No dismantling or assembling of a motor vehicle, boat, trailer, truck or any other machinery or equipment shall be permitted in any portion of a driveway in front of the main Dwelling Unit or otherwise in the front yard of a Tract. The Board shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and whether it is adequately screened from public view. Upon an adverse determination by the Board, the vehicle, boat, trailer, truck or other machinery or equipment shall be removed and/or otherwise brought into compliance with this paragraph.

No vehicles, trailers, implements or apparatus may be parked on any easement. No commercial vehicle bearing commercial insignia or names shall be parked on any Tract except within an enclosed Structure or a screened area which prevents such view thereof from adjacent Tracts and Roads, unless such vehicle is temporarily parked for the purpose of serving that Tract. No vehicles of any description may be parked overnight on any Roads within the Subdivision. No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision at any time.

8.8 Offensive Activities. No noxious or offensive activity shall be carried out upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owners or the Subdivision.

No Owner or Resident shall perform any work that will impair the structural soundness or integrity of another Dwelling Unit or impair any easement or do any act or allow any condition to exist which will adversely affect the other Dwelling Units or their Owners or Residents.

No exterior lighting of any sort shall be installed or maintained on a Tract where the light source is offensive or a nuisance to other Owners of Tracts (reasonable security, landscape or lighting for pens or Structures used for livestock is permitted with the approval of the ARC).

No exterior speakers (other than stereo speakers sold for noncommercial use), horns, whistles, bells, or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Tract and Improvements situated thereon) shall be placed or used upon any Tract.

8.9 Garbage and Refuse Disposal. No Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. No trash, ashes or other refuse may be thrown or dumped on any Tract, Road, right of way, or drainage area in the Subdivision. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse rubble, or debris shall be stored, kept, placed or maintained on any Tract where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a Dwelling Unit and beside a Road for removal but shall be removed from view before the following day.

8.10 Animals and Pets. Except for animals that are approved within the Subdivision as specifically provided in this Section, no other livestock, poultry, fowl, swine or animals of any kind shall be raised, bred or kept on any Tract except in the case of swine or other animals kept temporarily for a 4-H project. Cats, dogs, or other generally recognized household pets may be kept on a Tract for non-commercial purposes provided that the pets are not exotic or dangerous pets of any type (i.e. pit bulls, boa constrictors, ferrets, etc.) and do not pose a safety or health threat to the community. Subject to the other limitations in this Section, an Owner may keep up to one (1) horse (excluding stallions which are not allowed), cow, steer, bull, sheep, llama, alpaca or goat (or a combination of those animals) per acre of land within the Tract. Any animal which endangers the health or safety of any Owner or Resident of a Tract or other animals within the Subdivision, which creates a nuisance or an unreasonable disturbance, or which is not expressly permitted in this Declaration must be permanently removed from the Subdivision upon seven (7) days written notice by the Board.

All animals shall be kept in accordance with all Governmental Requirements and all rules established from time to time by the Owners Association. Each Owner shall keep all of its animals within the boundaries of the Owner's Tract and shall not allow any animal to graze on any other property within the Subdivision. If taken off the Tract, all animals must be kept on a leash, mounted, or otherwise controlled by the Owner or Resident. It shall be the responsibility of each Owner and Resident to prevent their animals from running loose or becoming a nuisance to the other Residents.

8.11 Microwave, Radio, TV Antenna and Solar Collectors. No microwave dishes, radio, citizen band or otherwise, or television aerial wires or antennas shall be maintained on any portion of any Tract, except direct broadcast satellite (DBS) antennae less than forty inches (40") in diameter, multichannel multipoint distribution system (MMDS) antennae less than forty inches (40") in diameter, internet antennas or television broadcast antennae, which Owners shall screen from view as much as possible without impairing the installation, maintenance or use. Solar apparatus, if erected, must be maintained in such a way that it is screened from view. All matters set forth in this provision require express approval, in advance, of the ARC.

8.12 Clotheslines. No clothesline shall be placed on any Tract unless the clothesline is located behind the rear wall of the main Dwelling Unit and out of sight from the Roads and other residences.



8.13 Manure Removal. Each Owner is obligated to collect and remove (or cause to be collected and removed) all manure from the Owner's Tract on a regular basis. No manure may be spread across or upon any Tract or removed from a Tract and placed on any other portion of the Subdivision.

8.14 Hunting and Firearms. No Hunting is permitted on Tracts 3-15 or on the Roads. The discharge on Tracts 3-5 or on the Roads of any firearm, gun, or other weapon or device which by any means of propulsion shall shoot, eject, or propel any form of bullet, pellet or other projectile capable of causing injury to persons or property is prohibited.

ARTICLE 9
BOARD OF DIRECTORS

9.1 Directors. The affairs of the Owners Association shall be managed by the Board. The Board shall initially be composed of three (3) directors, each of whom shall be selected by the Class B Member. When Declarant no longer owns any Tracts in the Subdivision, Declarant will cease to be a Class B Member, and directors shall then be elected by the Class A Members. The terms of office of directors shall be as provided in the Owners Association Documents.

9.2 Powers and Duties of Board. The Board shall have those powers and duties set out in this Declaration and in the Owners Association Documents, including without limitation, the power to enforce the provisions of this Declaration.

ARTICLE 10
ASSESSMENTS

10.1 Obligation to Pay Assessments. Tract 1 and Tract 2 (Areas B & C) in the Subdivision shall not be subject to Assessments. Each Owner of Tracts 3-15 in the Subdivision, by acceptance of a Deed to a Tract, whether or not it shall be so expressed in any Deed or other conveyance, shall be deemed to covenant and agree to pay all Assessments to the Owners Association, including, without limitation, (a) Annual Assessments; (b) Special Assessments to be fixed, established, and collected from time to time as provided below; and (c) Member Charges levied against individual Owners. The Annual and Special Assessments shall be a charge on the land and shall be a continuing lien upon the Tract against which each Assessment is made. All Assessments shall also be the personal obligation of the person who was the Owner of the applicable Tract at the time the Assessment became due. Assessments will be fixed at a uniform rate for all Tracts within Tracts 3-15 in the Subdivision.

10.2 Purpose of Assessments. The Assessments levied by the Owners Association shall be used for the purpose of maintaining, repairing and operation of the Roads and the enforcement of the provisions of this Declaration, including, without limitation, establishing a maintenance fund, employment of professionals, and obtaining liability insurance for the Owners Association and the Board.

10.3 Annual Assessments. The amount of the Annual Assessment shall be determined by the Board in the manner provided for in this Declaration after determination of current maintenance costs and anticipated needs of the Owners Association during the year for which the Assessment is being made. The initial Annual Assessment per Tract within Tracts 3-15 shall be Four Hundred Fifty Dollars (\$450.00) per year. The Annual Assessment may be adjusted by a majority vote of the Board without a membership vote.

10.4 Special Assessments. In addition to the Annual Assessments provided for above, the Owners Association may from time to time levy a Special Assessment on each Tract within Tracts 3-15 for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or

replacement of Roads, respond to any unusual emergency needs of the Owners Association from time to time, or for such other lawful purpose related to the use of the Subdivision as the Board may determine. The amount and time of payment of a Special Assessment shall be determined by the Board.

10.5 Member Charge. In addition to the Annual Assessments and Special Assessments, the Owners Association, by vote of the Board, may impose a Member Charge upon any Owner for the purposes of reimbursing the Owners Association for all direct and indirect costs incurred by the Owners Association (including, without limitation, attorney's fees) with regard to any violation of this Declaration by the Owner, any family member of the Owner, or any Resident of a Tract owned by the Owner. Each Owner who has violated the Covenants shall be notified in writing of the violation and shall be afforded a reasonable period, not to exceed ten (10) days, to correct the violation before a Member Charge is assessed.

10.6 Due Date and Late Charges. The Annual Assessments provided for in this Declaration shall become due and payable and shall be collected as the Board shall determine. The Annual Assessment may be payable either on an annual basis on a date set by the Board or on a monthly or quarterly basis on dates set by the Board. The Board shall use reasonable efforts to provide each Owner with an invoice statement of the appropriate amount due, but any failure to provide a notice shall not relieve any Owner of the obligation. The due date of any Special Assessment under the provisions of this Declaration shall be fixed in the resolution authorizing such Assessment. The Special Assessments are due and payable on the date fixed in the resolution authorizing the Special Assessment. Member Charges are due and payable within thirty (30) days after the Owner was served with notice by the Owners Association of the amount of such Member Charge. All assessments will be payable in the amount specified in the notice, and no offset, abatement, or reduction thereof shall be permitted for any reason whatsoever.

10.7 Budget. Each year, the Board shall adopt an annual budget and set the amount of the Annual Assessment, taking into consideration the Owners Association's operating cost for the current year, expected increases or decreases in such costs over the next year, and future needs of the Owners Association. The annual budget shall be adopted by the Board at least thirty (30) days prior to the commencement of each year.

10.8 Interest; Late Charge; Costs of Collection. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of 18% per annum, not to exceed the maximum rate permitted by law. In addition to any other charge for delinquent Assessments provided in this Declaration, each delinquent Owner shall be obligated to pay to the Owners Association all actual costs of collection incurred by the Owners Association, including attorney's fees and costs of court.

10.9 Certificate Regarding Assessments. The Board Shall, upon reasonable demand, furnish to any Owner or a Tract a certificate in writing signed by an authorized officer of the Owners Association setting forth the amount of assessments due and payable relating to the Tract(s) owned by the Owner. The certificate shall be conclusive evidence of payment of any Assessment stated to have been paid. A reasonable charge may be made by the Board for the issuance of a certificate.

ARTICLE 11 ENFORCEMENT AND LIENS

11.1 Enforcement. Enforcement of the provisions of this Declaration may be by any appropriate proceeding at law or in equity by only the Declarant or the Owners Association against any Person



violating or attempting to violate such provisions, either to restrain such violation, to enforce liability, to recover damages, to enforce any lien or charge arising by virtue of this Declaration, or to obtain such other relief as necessary to enforce this Declaration. .

11.2 Remedies and Lien for Assessments. In addition or in lieu of bringing suit to enforce any unpaid Assessment, the Owners Association may elect to file a lien against the Tract of the defaulting Owner by recording a Notice of Lien with the County Clerk of Sheridan County, Wyoming setting forth (a) the amount of the claimed delinquency, (b) the interest and collection costs which have accrued and are continuing to accrue thereon, (c) the legal description and street address of the Tract against which the lien is claimed, and (d) the name of the Owner of the Tract. Such lien will be superior to all other liens or encumbrances, excepting only (a) tax and special assessment liens on the Tract in favor of any governmental assessing unit and (b) all sums unpaid on a first mortgage of record. Upon recording of the Notice of Lien, the same will constitute a lien against the Tract, which lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. A copy of the Notice of Lien will be mailed to the Owner of the Tract in question; provided, that the Owner's failure to receive a copy of the Notice of Lien will not affect the validity or enforceability of the lien. When all amounts claimed under the Notice of Lien and all costs and assessments which have accrued subsequent to the filing of the Notice of Lien, including all attorney's fees, collection costs, recording fees, and filing fees have been paid or satisfied, the Owners Association will sign and record a notice releasing the lien upon payment by the Owner of a reasonable fee to cover the cost of preparing and recording the release of lien. Unless otherwise paid or satisfied, the lien may be foreclosed by judicial action through a Wyoming court of competent jurisdiction.

ARTICLE 12
REPAIRS

12.1 Damage to Structures. In the event of damage and destruction to any Structure, the Owner of that Structure shall either proceed promptly to repair or to reconstruct the damaged Structure in a manner consistent with the original Structure or clear the Tract of all debris and return the Tract to substantially the natural state in which it existed prior to the beginning of the construction of the Structure.

ARTICLE 13
TERM AND AMENDMENTS

13.1 Duration. This Declaration shall remain in force and effect for a period of twenty (20) years after this Declaration is recorded, at which time this Declaration will be renewed for successive periods of ten (10) years each, unless amended or terminated as provided in this Declaration. This Declaration may be terminated in its entirety at any time by a written agreement recorded in the Real Property Records of the County executed by the Owners of at least eighty percent (80%) of all Tracts in the Subdivision; provided, however, termination by the Owners shall not be effective so long as Declarant owns any Tract in the Subdivision unless Declarant has approved the termination in writing. The termination must be recorded with the County Clerk of Sheridan County, Wyoming at least six (6) months in advance of the effective date of termination.

13.2 Amendments. Notwithstanding any other provisions in this Declaration, Declarant reserves the exclusive, absolute, and unilateral right for twenty (20) years after the recording of this Declaration to revise, modify, amend or add to this Declaration in any way. When Declarant no longer has this right, the Declaration may be amended at any time by a duly written and recorded instrument signed by the Owners of at least eight percent (80%) of the Tracts in the Subdivision. Amendments to this



Declaration will be in writing, properly executed, acknowledged and recorded with the County Clerk of Sheridan County, Wyoming.

ARTICLE 14
ANNEXATION, CONSOLIDATION AND RESUBDIVISION

14.1 Annexation or Disannexation by Declarant. Within twenty (20) years from the date of this Declaration, Declarant may, from time to time at its sole option without the consent or joinder of any other party, add or annex additional land to the scheme of this Declaration or disannex land from the scheme of this Declaration. An annexation of additional land shall be effective upon Declarant's filing in the real property records of the County of an amendment to this Declaration annexing the additional land and specifically making that additional land subject to the Declaration (with any changes to the Declaration specifically relating to all or portions of the additional land as Declarant may elect). A disannexation of land subject to this Declaration shall be effective upon Declarant's filing in the real property records of the County of an amendment to this Declaration disannexing the land and specifically removing that land from the Subdivision and from the effect of the Declaration

14.2 Annexation by Members. Further annexation by the vote of members other than the Declarant is not allowed.

14.3 Effect of Annexation. Any annexations of additional land shall automatically extend the jurisdiction, functions, duties and membership of the Owners Association to the additional land and correspondingly subject the additional land to this Declaration.

14.4 Resubdivision. Except as permitted in Section 14.5, no Tract may be divided or subdivided into Separate Tracts, lots or parcels.

14.5 Consolidation or Resubdivision by Declarant. Declarant may at any time at its sole option consolidate Tracts owned by Declarant or resubdivide any Tract owned by Declarant or alter in any manner the size, shape and number of Tracts owned by Declarant. Each Tract owned by Declarant existing after any consolidation, resubdivision or other alteration by Declarant will be treated as a separate Tract for purposes of this Declaration as if that Tract existed in that manner as of the date of adoption of this Declaration. Once a consolidated, resubdivided or altered Tract is no longer owned by Declarant, that Tract shall thereafter be subject to resubdivision restrictions contained in this Declaration.

ARTICLE 15
GENERAL

15.1 Liability. To the maximum extent permitted by law, the Declarant, the Owner's Association, the Board, the ARC, and their owners, employees, officers, directors, managers, and agents will not be liable to any Owner, Resident or other Person:

- (a) for any error or omission relating to this Declaration or the administration, enforcement or interpretation of this Declaration unless the Person against whom a claim is asserted has personally acted with intentional bad faith or malice toward the Person making the claim;
- (b) for defects in plans or specifications submitted or for any structural errors or other defects that exist or occur according to such plans or specification or for errors in the construction of any Improvements; or
- (c) for reviewing any plans and specifications for engineering or structural soundness or



compliance with any applicable governmental regulation.

The exclusive remedy for any such claims will be a declaration of the rights of the parties and an order enjoining such person or entity from taking action inconsistent with the declared rights.

The failure of any Owner to comply with the provisions of this Declaration or any Covenants will not impose liability of any nature on the Owners Association, the Board, the ARC, or the Declarant.

15.2 Notices. Any notice required to be given to any Owner, Member, or Resident shall be complete when the notice is deposited in the United States Mail, postage prepaid, and addressed to the Owner, Member, or Resident at the last known address as shown by the records of the Owners Association.

15.3 Governing Law. This Declaration will be construed and governed by the laws of the State of Wyoming.

15.4 Binding Effect. This Declaration shall run with the land in the Subdivision and will be binding on each Person acquiring any interest of any nature in any Tract and their successors and assigns. Upon transfer of a fee simple interest in a Tract, the transferor will be relieved from any future obligation with respect to the interest transferred but shall not be relieved from any obligation accruing with respect to such interest prior to the transfer.

15.5 Severability. The invalidity of any of the provisions of this Declaration will in no way affect any of the remaining provisions which shall remain in full force and effect.

15.6 Attorney's Fees. If legal proceedings are instituted to enforce this declaration, the Declarant and the Owners Association will be entitled to recover from the other party in the proceeding their reasonable attorney's fees and all other costs and expenses in such proceeding.

Dated this 16 day of October, 2025

System Land LLC

By: _____

Donald B. Roberts, Manager

ARIZONA
 STATE OF ~~WYOMING~~)
)
 COUNTY OF ~~SHERIDAN~~)
Maricopa

This instrument was signed before me on October 16, 2025, by Donald B Roberts, the Manager of System Land LLC, a Wyoming limited liability company.

Kayshia Green
 Notary Public

My commission expires: May 26, 2026

