



DECLARATION OF COVENANTS AND EASEMENTS *WULFF MINOR SUBDIVISION*

This Declaration (referred to hereinafter as the "Declaration" or the "Covenants") is made effective September 10, 2025, by Gregory Brent Wulff, as Trustee of the Wulff Family Revocable Trust dated February 15, 2018 (as the "Declarant"), who has declared that the property described as Wulff Minor Subdivision, as described in the Final Plat thereof, recorded in the Sheridan County Clerk's office on September 5, 2025 (referred to herein sometimes as the "Subdivision") shall be held, transferred, and occupied subject to the covenants, conditions, restrictions, easements, and liens (collectively the "Covenants") set forth in this instrument.

It is the intent of these Covenants to protect and enhance the value, desirability and aesthetics of the Subdivision; to protect Lot Owners from development and use of other Lots within the Subdivision which may depreciate the value and/or impair the enjoyment of their Lot(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the Lots and improvements thereon; to encourage the construction and maintenance of appropriate improvements; and to insure and encourage the provision of adequate and suitable landscaping.

The covenants here are intentionally kept to a minimum necessary to preserve the right of Lot Owners to enjoy the Subdivision in attractive surroundings free of nuisances, undue noise and danger. Further, the restrictions imposed by these covenants are intended to affect any and all new improvements to the Lots part of this Declaration (and not the improvements on the Property that exist as of the day hereof as those improvements are permitted and grandfathered conditions not prohibited by this Declaration.

Section I – Definitions

The following words used in this Declaration shall have the following meanings:

- a. **Association:** Both Lot owners are required to be members of the Wulff Minor Subdivision Homeowners Association, initially created and formed by this Declaration as a Wyoming unincorporated association. The Association shall have the authority to assess all Lots equally for the costs of insurance, maintenance, repairs and improvements of the Common Areas. Determination of the amount of annual assessments shall be made on an annual basis at a regular meeting of the Association. Any assessments must be approved by a majority of the members and each Lot shall be represented by one member with a single vote.
- b. **Common Areas:** means those portions of the Plat which are owned or controlled by the Association and described and shown on **Exhibit A**, attached hereto and incorporated herein, and as follows:
 - 1. **Shared Pond & Island:** The entire Pond & Island will be part of the Common Area.
 - 2. **Shared Hiking Trail:** The Shared Use Hiking Trail will be part of the Common Area.
 - 3. **Shared Driveway:** The Shared Use Driveway will be part of the Common Area.



4. **Shared Utilities:** If electricity or other utilities are installed for the use of the Common Area, they shall be part of the Common Area.
5. **Electric Panel.** The electric panel that exists on the west side of the pond, near Sunrise Road, shall be a shared panel and meter for use for the Common Areas.
- c. **"Lot"** means the two parcels shown on the Plat as Lot 1 and Lot 2, which may be used as set forth hereinafter or as otherwise permitted by Sheridan County and the Committee.
- d. **"Owner"** means a person(s) or entity who is the record owner of a fee or undivided fee interest in any Lot subject to these Covenants, excluding any person or entity who holds a lien or interest in a Lot as security for the performance of an obligation.
- e. **"Property"** means all of the real property described in and shown on the Plat of Wulff Minor Subdivision and which is the subject of this Declaration.

Bot Lots within the Subdivision shall be restricted by the Covenants as follows.

Section II – Specific Requirements

1. **Further Subdivision; Permitted Structures:** No Lot shall be further subdivided. However, because the Property is zoned as Rural Residential with a 5-acre minimum, each Lot owner will be allowed to build one home plus one accessory building for each 5 acres part of the Lot, if otherwise permitted by Sheridan County.
2. **No Mobile Homes:** No mobile homes or trailers shall be used as permanent residences. A trailer may be used for guests not more than 7 days per month.
3. **New Construction Only.** Any new building erected on the Lot shall be new construction with new quality and reasonably acceptable materials and in compliance with all applicable building codes. No new construction materials shall be stored on the Lot for more than 90 days unless substantial construction of a building is actually in progress.
4. **Business Use:** No commercial business activity may be conducted within the primary residential dwelling, garage, outbuilding or on the Lot. For purposes of these Covenants, short term rentals are not considered commercial use if the lease term is shorter than 30 days and are not prohibited by these covenants.
5. **Exterior Lighting:** Only standard residential lighting shall be used to illuminate a Lot. All outside lighting shall be arranged, directed and/or shielded so as to prevent any such light shining onto or at the homes on an adjacent Lot.
6. **Insurance:** The owners of both Lots 1 and 2 will carry liability insurance of no less than \$1,000,000 per occurrence to insure against a claim arising within any Common Area subject to shared use.
7. **Vehicles, Machinery & Equipment:** Private Vehicles, Machinery & Equipment (VME) which are used on a daily basis and/or are used regularly do not need to be stored in the manner described below. A maximum of five (5) VME are allowed to be parked or stored on a Lot



and not enclosed in a garage or accessory building and out of view. VME must be parked on a designated parking pad constructed of gravel, concrete or pavement and each VME must be fully operational, maintained, licensed and registered by the Lot owner. VME including, without limitation, unlicensed vehicles or vehicles which are not in running condition, plus all trailers, motorcycles, snowmobiles, all-terrain vehicles, campers, boats, trailers, etc. in excess of the allowable 5 VME shall not be placed or stored anywhere on the Lot unless enclosed in a garage or accessory building and out of view.

8. **Firearms, Archery & Hunting:** Hunting is allowed by use of shotgun and/or archery equipment. Rifles and pistols shall not be discharged on the Property.
9. **Fireworks:** Fireworks may only be used the week of July 4th and on December 31st. All debris from the fireworks must be cleaned up within 48 hours after discharge.
10. **Livestock:** Each Lot will be allowed up to 5 hooved livestock plus an additional 12 birds, but no roosters. No boarding of non-residents' animals allowed. Proper fencing and a barn must be set up prior to moving any animals onto a Lot.
11. **Pets:** Pets are limited to three (3) per house, but no pets shall be permitted to create a nuisance for the other Lot owners. Pets are allowed but no aggressive breeds that are likely to present a danger to residents or guests of other Lots. If a pet ever demonstrates aggressive behavior towards any Lot residents or guests, that pet will need to be immediately and permanently removed or, at a minimum, always be kept fenced in a controlled area.
12. **No Junk:** No trash, litter, salvage items, discarded appliances or unusual yard art shall be permitted to remain visually exposed. No Lot shall be used for the dumping or storage of trash, rubbish or salvage. Trash, garbage or other waste shall be kept only in sanitary containers, dumpsters and/or other disposal equipment which shall be of the type and kind that can be removed and/or emptied on a regular basis. Sanitary containers, dumpsters and/or other disposal equipment shall be enclosed on at least three (3) sides by fencing, decorative block, brick or some other material in sufficient height to conceal the sanitary containers, dumpsters and/or other disposal equipment.
13. **Hazardous, Noxious or Offensive Activities:** No hazardous, illegal, noxious or unreasonably loud or offensive activities shall be permitted. Nor shall anything be placed or done on a Lot that is or may become a nuisance.
14. **Landscaping & Irrigation:** Landscaping, including the introduction of grasses, plants and trees is permitted and encouraged. Each home shall have an area of no less than 1 acre adjacent to and surrounding the home with a lawn that shall be reasonably maintained and manicured. Each Lot shall be kept clear and free of noxious weeds. Any area disturbed by construction must be landscaped or restored to its original condition within 1 year of the substantial completion of the construction. The use of Pond water for irrigation of lawn, plants and trees is suggested. The use of environmentally friendly and/or organic fertilizer,



pesticides and herbicides in place of chemical-based products is encouraged.

- 15. Septic Systems:** Any septic system on a Lot must be designed by a qualified professional engineer licensed by the State of Wyoming and meet any standards set forth in the Final Plat as well as any applicable federal, state and local statutes or regulations.

Section III – Shared Property Interests/Easement

Both Lots 1 and 2 will have the shared right of use and access to the following:

- 1. Common Areas:** Every owner and guest of Lot 1 and 2 shall have the right to use, enjoy and recreate upon the Common Areas including the Shared Pond & Island, Shared Hiking Trail and Shared Driveway in the location designated on Exhibit A, attached, and an easement for the same is granted by this Declaration for the intended use. All uses of the Common Areas shall be subject to any rules and regulations agreed upon by the owners of Lots 1 and 2.

No other permanent or long-term access shall be granted to the Common Areas.

- 2. Shared Pond & Island:** The entire Pond and island shall be shared equally by both Lots 1 and 2 regardless of property lines, and the rules of use, care and maintenance of the Pond will be by mutual agreement of the owners of Lots 1 and 2. Initially, the owners agree that to minimize liability, no minor who is not a direct family member of the owners of Lots 1 or 2 shall be permitted to fish, swim or otherwise recreate on or in the Pond without adult supervision at all times.

Further, the size of the Island may be reduced by the owner of Lot 1 to use the excavated material on Lot 1. When the Island is excavated to provide material for Lot 1, it shall be done so that the Pond water is approximately 3-4 feet deep where the island material was removed. The cost of any other future improvements on the pond or remaining island, if any, will be shared equally between the owners of Lots 1 and 2. Any future improvements would need approval of both Lot owners.

- 3. Shared Hiking Trail:** A Shared Use Hiking Trail shall be established and maintained from the utility & pipeline easements on Lot 2 at Sunrise Road, around the South of the Pond and North of Little Goose Creek, all the way to the Canvasback Road entrance of Lot 1. The Shared Use Hiking Trail shall be 10 feet wide and be directly on top of any other previously existing utility or other easements, as illustrated on the attached exhibit for confirmation of location.
- 4. Shared Driveway:** A Shared Use Driveway will be constructed off Knode Road with the property line dividing Lots 1 and 2 split down the center of the Driveway. The costs of future improvements, maintenance and repairs of the first 175 feet of this driveway will be split equally by the owners of Lots 1 and 2.
- 5. Shared Utilities:** The common electrical panel/meter west of the pond that exists as of the date hereof shall be shared by the owners. If there is electricity or other new utilities used

for common areas then the cost of the electricity will be shared equally by the owners of Lots 1 and 2.

Section IV – The Homeowners' Association

The ownership of any Lot subject to this Declaration shall impose and confer upon all such Owners the obligations and benefits of membership in the **Wulff Minor Subdivision Homeowners Association**, formed as a Wyoming non-profit corporation with the State of Wyoming (herein "Association"), the operative bylaws for which are incorporated herein by reference, as they may be adopted and amended hereafter. The Association shall be authorized to act in accord with any Bylaws, if adopted by the Association, and incorporated herein by reference. The Association shall, without limitation:

- (1) enforce this Declaration and all covenants, conditions and restrictions hereof;
- (2) elect one member from each Lot 1 and Lot 2;
- (3) promote the common interests of its members, which may include the promulgation of rules or regulations on use of common areas and elements of the Subdivision;
- (4) maintain, manage and insure certain real and personal property assets in, on and appurtenant to the Subdivision and roads/common areas therein, including fencing, parking areas, culverts, bridges, signs, gates, common trash disposal areas, walkways, paths and shrubs;
- (5) maintain, manage, insure and pay for certain personal property assets in, on and appurtenant to the Subdivision features, including, without limitation; (a) the maintenance, supply, repair, replacement and cultivation of common area trees, shrubs, sod, and landscape, (b) the maintenance, supply, repair and/or replacement of common area signage, lighting, water and implements, painting, lettering, and (c) the maintenance of irrigation water and waterworks used to supply the Subdivision;
- (6) assess the Owners for the costs of management of the Association; and
- (7) provide an organizational entity for the activities and common interests of the Lot owners in the Subdivision.
- (8) The administration of the Association shall be in accordance with the provisions of these Covenants, and by the Bylaws of the Association if adopted. The assessments to be imposed upon Lot owners shall be determined by the Association but shall not exceed an individual Lot Owner's proportionate share of the operational expenses of the Association.

The Association shall assume all responsibilities and obligations of maintenance and improvement of the roads and common areas in the Subdivision and the common irrigation system, and shall pay for the costs thereof, including premiums for insurance coverages incidental to the maintenance and improvement activities of the Association on such roads and common areas, pay all annual fees of a nonprofit corporation to the Wyoming Secretary of State, file tax returns, assess Lot owners equally for all such costs and enforce this Declaration. All Lot owners are required to be members of the Association. Whenever a vote of the Lot owners is required in this Declaration, a Lot owner shall be entitled to one (1) vote for each Lot owned, which shall include all Lots and any Lot that may become an assessment-



paying Lot, as set forth herein. Two or more persons owning a Lot (e.g., joint ownership by a husband and wife, etc.) shall collectively be entitled to one (1) vote per Lot.

SECTION V. MISCELLANEOUS TERMS

1. Binding Effect; Amendment. This Declaration and all restrictions set forth herein and in the Agreement attached hereto and incorporated herein runs with the land and shall be binding on all Lots described herein, all Owners and all parties and all persons claiming under them for a period of fifty (50) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for ten (10) successive periods of ten (10) years each unless terminated at the end of any such period by written vote of both Lots 1 and 2.

This Declaration may be amended in whole or in part at any time, by an instrument signed by both Lots 1 and 2.

Any termination or amendment to this Declaration of protective covenants must be approved in writing by both Lots' Owners in order to be valid. Any termination or amendment which has been approved by the Association, must be recorded in the Office of the Clerk and Recorder of Deeds for Sheridan County, Wyoming.

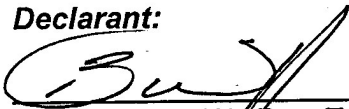
2. Enforcement. These Covenants, conditions and restrictions may be enforced by any legal or equitable owner(s) of any Lot, or by the Association, and their successors and assigns. The party found to have violated these covenants shall be responsible for the reasonable attorney's fees incurred by the owner(s), Association or the Declarant in the proceedings either to enjoin a violation or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of these covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or a different provision within these covenants. Although it is a right, it is neither the obligation nor the responsibility of the Association, Committee or the Declarant to prosecute violations of these Covenants on behalf of any Lot owner(s). Under no circumstances shall a Lot owner bring any claim, demand or action against the Association, Committee or the Declarant relating in any way to a violation of the Covenants by another Lot owner.

3. Run with Land. The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Association and the Owners of the Lots located within the Subdivision, as set forth herein, and their respective heirs, successors, personal representatives and assigns.

4. Severability. Invalidation of any one of these restrictions by judgment of Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

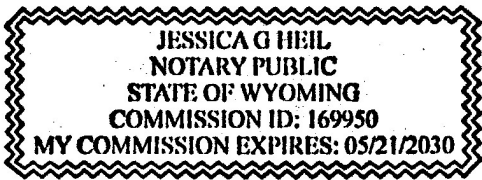
6. Variance. Variances to any of the covenants or restrictions set forth herein may be granted by the Association in special cases and circumstances at the sole election and discretion of the Association or its assignee.

Declarant:



Gregory Brent Wulff, as Trustee of
the Wulff Family Revocable Trust
dated February 15, 2018

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)



The above and foregoing Declaration of Covenants was acknowledged before me by Gregory Brent Wulff, as Trustee of the Wulff Family Revocable Trust dated Feb 15, 2018 on this 10th day of September , 2025.

Witness my hand and official seal.

Notary Public

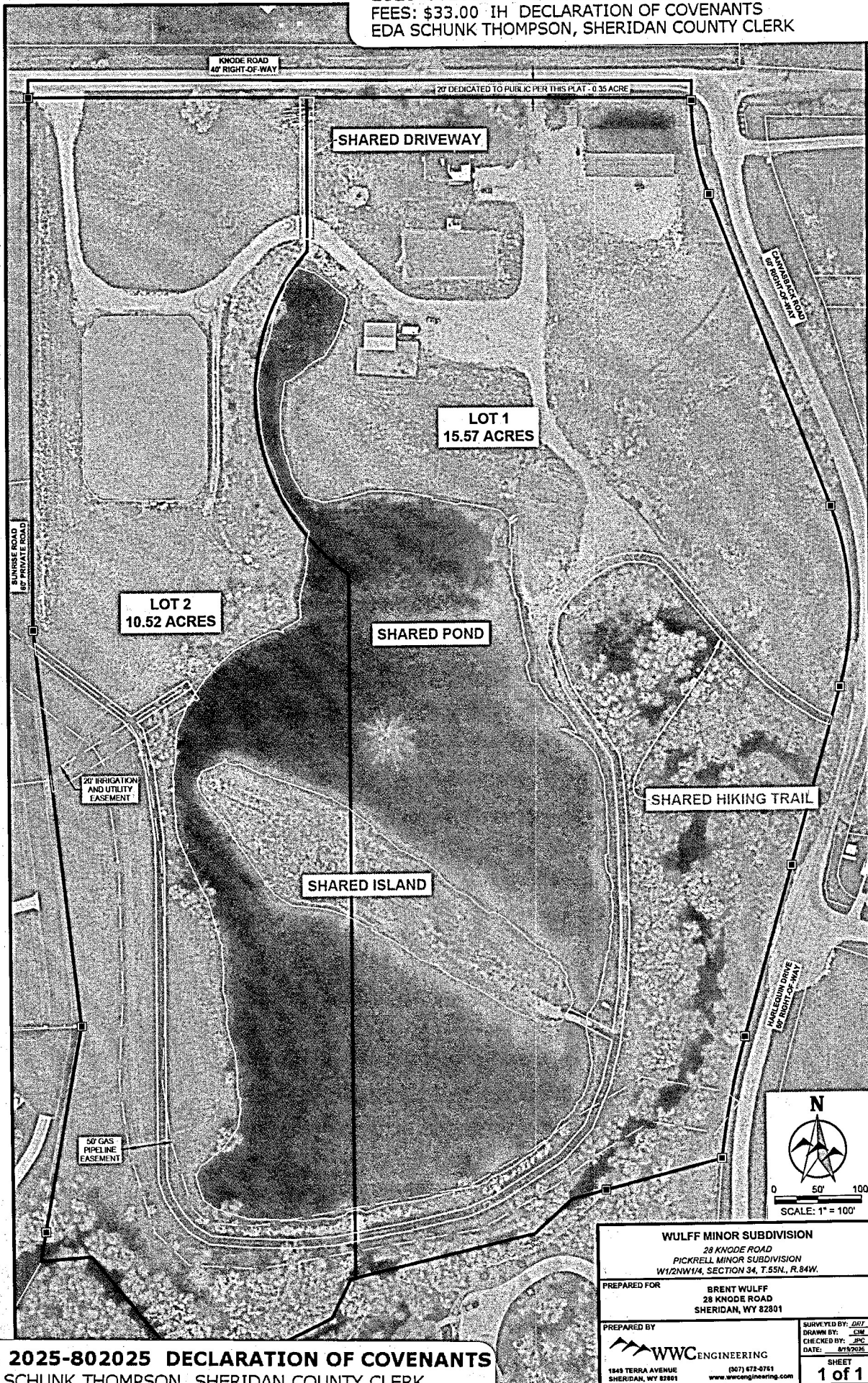
My Commission expires:
05/21/2030

Consented to by Lender:

Anthony Tarrow VP
First Federal Bank & Trust



2025-802025 9/11/2025 11:41 AM PAGE: 8 OF 8
FEES: \$33.00 IH DECLARATION OF COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



NO. 2025-802025 DECLARATION OF COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
BRENT WULFF PO BOX 725
BIG HORN WY 82833

WULFF MINOR SUBDIVISION 28 KNODE ROAD PICKRELL MINOR SUBDIVISION W1/2NW1/4, SECTION 34, T.55N., R.84W.	
PREPARED FOR	BRENT WULFF 28 KNODE ROAD SHERIDAN, WY 82801
PREPARED BY	WWCENGINEERING 1849 TERRA AVENUE SHERIDAN, WY 82801 (307) 672-0761 www.wwcengineering.com
SURVEYED BY: JHT DRAWN BY: CHW CHECKED BY: JPC DATE: 8/15/2025	SHEET 1 of 1