

DECLARATION OF RESTRICTION

THIS DECLARATION OF RESTRICTION (hereinafter the "Declaration") is made this 8 day of August, 2025, by (Joseph and Shabon Ferro), of (188 Early Creek Road), Ranchester WY 82839(hereinafter the "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of that certain parcel of land described as (Conservation Lot 1 and Conservation Lot 2, (Ferro Minor) Subdivision located in Sheridan County, Wyoming (hereinafter the "Property"), shown as "Conservation Area" on the final plat entitled: "(Ferro Minor) Subdivision" prepared for (Joseph and Shabon Ferro), prepared by (Gregory R. Meinecke), Wyoming, PLS (10245) dated (05/28/25). (the "final plat");

WHEREAS, The protection of the Property contributes to the protection of the scenic and natural character of the area and will enhance the open-space value of these lands. The protection of the Property will allow for the creation of (95.68) acres of open space owned by (Joseph and Shabon Ferro) and their successors and assigns;

WHEREAS, Declarant desires to protect the Property in perpetuity as an integral part of the development of (Ferro Minor) Subdivision;

WHEREAS, Declarant desires and agrees that the Property more specifically described as shown on the final plat shall be maintained in perpetuity as habitat and open space, subject to the Rules and Regulations Governing the Division of Land in Sheridan County, Wyoming and as set forth below;

NOW, THEREFORE, Declarant hereby voluntarily declares and imposes in perpetuity upon the Property, the following covenants, conditions and restrictions for the benefit of Declarant, their successors and assigns, Sheridan County, Wyoming [hereinafter the "County"], and each conservation lot owner in (Ferro Minor) Subdivision. Said Property shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions, and restrictions hereinafter set forth.

1. A. Prohibited Acts and Uses

Subject to the exceptions set forth in paragraph B below, the Grantor will neither perform nor allow others to perform the following acts and uses which are prohibited in, on, under, and over the Property:

1. Constructing or placing or allowing to remain any temporary or permanent building, structure, facility, or improvement, except for such that may be in support of agriculture, open space, or non-motorized recreation uses in, on, above or under the Property;



2. Except for any existing mineral rights of record, mining, excavating, dredging, cutting, destroying, or removing from any portion of the Property or bodies of water thereon, of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit. Except as may be in support of on-site agricultural activities; maintenance/drainage work associated with (*Early Creek*) Road; or necessary work associated with installation/maintenance of utilities serving lots in (*Ferro Minor*) Subdivision, topographical changes to the area;
3. Except for agricultural activities, installing underground storage tanks;
4. Placing, filling, storing or dumping on the Property of soil, refuse, trash, yard wastes such as lawn clippings, leaves, branches (other than those naturally deposited in the area), vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever;
5. Cutting, removing or otherwise destroying trees, shrubs, grasses or other vegetation except as may be in support of on-site agricultural activity;
6. Subdivision or conveyance of a part or portion of the Property;
7. Conducting activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, plants, or wildlife habitat;
8. Using the Property for residential, commercial, or industrial purposes;
9. Except vehicles necessary for on-site agricultural activities or emergencies, the use, parking or storage of motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, recreational vehicles, or snowmobiles;
10. Conducting any other use of the Property or activity which is or may become inconsistent with the intent and purpose of this Declaration of Restriction, that is the preservation and protection of the Property in their natural and scenic condition, or which would materially impair its conservation interests, unless necessary for the protection of the conservation interests that are the subject of this Restriction.

B. Reserved Rights and Exceptions to Otherwise Prohibited Acts and Uses

Notwithstanding any of the Prohibited Acts and Uses in subparagraph A above, the Grantor reserves the right to conduct or permit the following acts and uses on the Property, but only if such acts or uses do not materially impair the conservation values or purposes of this Declaration of Restriction, or where applicable if such acts and uses are expressly permitted by the Rules and Regulations Governing the Division of Land in Sheridan County, Wyoming:

1. Vegetation Removal. In accordance with best management practices, (a) selective pruning and cutting of trees and other vegetation to control or remove hazards,



invasive species, or damage caused by disease, insects or fire, or to preserve or enhance the present condition of the Property; and (b) the cutting of trees for any non-commercial purpose in accordance with a plan, that is designed to protect the conservation values of the Property, including without limitation, wildlife habitat, water quality and scenic values. The Conservation Area as depicted on the final plat and attached as Exhibit A may be maintained in accordance with the Weed and Pest Control Plan for (Ferro Minor) Subdivision prepared by the Sheridan County Weed And Pest District dated (03/06/2025) by the Declarant and further so long as said maintenance is consistent with said plan. Maintenance includes mowing and customary local grazing practices.

2. Minor Recreational Structures. With prior zoning permit approval by the County, the construction, maintenance, repair and replacement of minor structures for recreational purposes. Said structures shall be designed and located so as not to have a material deleterious impact on the conservation purposes (including scenic values) of this Declaration of Restriction.
3. Recreational Activities. Walking, hiking, skiing, horseback riding, bicycling, hunting, nature study and other non-motorized outdoor recreational activities that do not materially alter the landscape, nor degrade environmental quality, nor involve commercial recreational use. Organized recreational activities, and other non-commercial uses including concerts, gatherings, and formal organized activities such as dances, weddings and the like may occur.
4. Composting. The stockpiling and composting of stumps, tree and brush limbs and similar biodegradable materials originating on the Property in locations where the presence of such materials will not have a deleterious impact on the purposes (including scenic values) of this Declaration of Restriction.
5. Wildlife Habitat Management and Improvement. Measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species.
6. Drainage Facilities: The maintenance of the drainage facilities which are located in the Conservation Area including the use of heavy equipment such as a backhoe and dump truck.
7. Use of vehicles for land management and infrastructure. The use of tractors, brush hogs, mowers, skidders, or other land management vehicles appropriate for the purpose of maintaining designated access roads, drainage systems and conservation values, as necessary for any of the reserved rights herein, in accordance with accepted common range management practices; or promoting habitat for indigenous wildlife.
8. Flood Storage Maintenance or Improvements. Activities designed to maintain or improve existing flood storage capacity may be allowed, and provided such



activities will not have a deleterious impact on the purposes (including scenic values) of this Declaration of Restriction.

9. Environmental Restoration or Improvement Projects. All acts and uses which are necessary to restore any environmental damage or degradation and/or improve the Property to more fully align with the purposes hereunder.
10. Noxious or Invasive Species Control. Using herbicides and pesticides, or using other chemical or mechanical means for the control of noxious or invasive species and only if it will not impair the water quality or adjacent vegetation;
11. Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.
12. Permitted Acts and Uses. All acts and uses not prohibited by subparagraphs B and C, and not otherwise permitted herein, are permissible so long as they do not materially impair the conservation values of this Declaration of Restriction.

The exercise of any right reserved or permitted by the Grantor under this paragraph B shall be in compliance with the then-current Rules and Regulations Governing Zoning in Sheridan County, Wyoming, and all other applicable federal, state and local laws and regulations.

2. Term - Binding Effect In Perpetuity. This Declaration and its provisions herein set forth shall run with the Property **in perpetuity** from the date of recordation in the Sheridan County Clerk and Recorder's Office and shall be binding upon Declarant, Declarant's successors and assigns, and any other party having an ownership interest in said Property as tenants, invitees, licenses or otherwise, and all of the respective heirs, successors, grantees, mortgages, assigns, agents, contractors, subcontractors and employees of the foregoing.

This Declaration is hereby intended and declared to be in perpetuity and no re-recordation of this Declaration of Restriction shall ever be necessary in order to maintain the full legal effect and authority hereof and Declarant and its successors and assigns, including but not limited to all subsequent owners of the Property, hereby waive any right to and shall forego any action in law or equity of any kind whatsoever attempting to contest the validity of any provision of this Declaration of Restriction and shall not, in any enforcement action, raise the invalidity of any provision of this Declaration of Restriction.

Notwithstanding the above, Sheridan County is hereby authorized to record and file any notices and/or instruments that the County deems appropriate to assure the legal validity and enforceability in perpetuity of this Declaration of Restriction and the Declarant, on behalf of itself and its successors and assigns.



3. **Enforceability.** The County and any landowner within (Ferro Minor) Subdivision shall have the right to enforce this Declaration of Restriction.

The County shall have the right to enter the Property, in a reasonable manner and at reasonable times, for the purposes of (i) inspecting the Property to determine compliance with this Declaration of Restriction; (ii) enforcing this Declaration of Restriction; and (iii) taking any other action which may be necessary or appropriate.

The County and any landowner within (Ferro Minor) Subdivision, shall have the right to bring proceedings at law or equity against any party or parties violating or attempting to violate the terms of this Declaration of Restriction to enjoin them from so doing and to cause any such violation to be remedied, including but not limited to restoration of the portion of the Property adversely affected, after providing written notice to such party or parties and all mortgagees of record.

4. **Severability.** If any court or other tribunal of competent jurisdiction determines that any provision of this Declaration is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.
5. **Non-Waiver.** Any election by the County or any landowner within (Ferro Minor) Subdivision as to the manner and timing of its right to enforce this Declaration or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.
6. **Access.** This Declaration does not grant to the County or any landowner within (Ferro Minor) Subdivision, the general public, or to any other person or entity any right to enter upon the Property except the right of the County to enter the Property at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith and enforcing this Declaration as set forth in Section 5 above.
7. **Incorporation Into Deeds, Mortgages, Leases and Instruments of Transfer.** Declarant and Declarant's successors and assigns, including all subsequent owners of the Property, shall incorporate this Declaration, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Property or any portion thereof is conveyed. Any such deed, mortgage or other interest purporting to convey any portion of the Property without including this Declaration in full or by reference shall be deemed and taken to include said Declaration in full even though said Declaration is not expressly described or referenced therein.

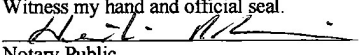


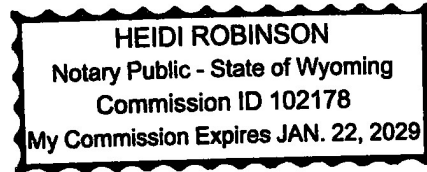
8. **Recordation.** Declarant shall record this Declaration with the Sheridan County Clerk and Recorder's Office upon the later of (i) thirty (30) days of its date of execution or (ii) the conveyance of the first Lot located on the final plat to a *bona fide* purchaser.
9. **Amendment and Release.** If the purposes of this Declaration are no longer capable of being met as determined by the County, its provisions may be amended. No amendment or release of this Declaration shall be effective unless it has been approved in writing by the County and said amendment or release and the requisite County approval has been recorded with the Sheridan County Clerk and Recorder's Office.

IN WITNESS WHEREOF, (*Ferro Minor*) have caused these presents to be signed, acknowledged, and delivered in their names and behalf this 8 day of August, 2025.

By: Joseph Ferro 
(Name of Subdivider)

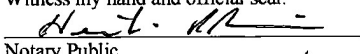
STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN

The following instrument was acknowledged before me by _____
JOSEPH FERRO
this 8TH day of AUGUST, 2025
Witness my hand and official seal.

Notary Public
My Commission Expires: 1/22/2029



By: Shabon Ferro 
(Name of Subdivider)

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN

The following instrument was acknowledged before me by _____
SHABON FERRO
this 8TH day of AUGUST, 2025
Witness my hand and official seal.

Notary Public
My Commission Expires: 1/22/2029

