

**Declaration of
Covenants**

**Freedom Ranch
Subdivision**

Freedom Ranch LLC herein the "declarant," hereby declares that all of the land within Freedom Ranch Subdivision, as more particularly described and laid out in the certain plat prepared by Cannon Consulting and approved by the County Commissioner of Sheridan County on 3-15-22 and recorded in the Office of the County Clerk of Sheridan County as Document No. 8088 ~~on 777208~~, in Book f of Plats, page 31, shall be subject to the following easements, covenants, restrictions and conditions:

1. **Lot Defined.** These covenants shall apply to Lots 1-20 and Conservation Lots A and B of Freedom Ranch Subdivision, as designated and shown on the aforesaid plat (herein referred to as "lot" or "lots").
2. **Subdivision.** No lot shall ever be further divided, subdivided, split or portioned in any manner.
3. **Residential.** All lots shall be used for residential purposes only, but any home business or home occupation use is permitted under the applicable zoning regulations of Sheridan County, Wyoming as now in effect or as hereafter from time to time amended or promulgated. Provided, however, no sign denoting any such business shall be placed on the lot greater in size than two square feet (2 ft.²) and no such sign shall be illuminated. Any such home business or home occupation occurring on the lot shall not result in equipment, tools or products being placed outside or visible to other lot owners. Provided, further, such home business or home occupation occurring on a lot may not result in an increase in vehicular traffic to that lot which is above and beyond what would otherwise be reasonable if that lot was used for only residential purposes. Nor shall any such home business increase noise, air, or water pollution that would be above and beyond what would otherwise be reasonable if that lot was used for only residential purposes. No parking lot area shall be allowed which is greater in size than would be reasonable for a residence. For purposes of illustration, permitted home businesses or home occupations may include, but shall not necessarily be limited to: the practice of a profession in an office located within the home; a quiet trade or operation which occurs exclusively within an office located within the home; a quiet trade or operation which occurs exclusively within a home or garage/accessory building; or the operation of a sales office within the residence for the sale of a product which is not inventoried on the lot or within the residence, but is being sold off-site of the lot.
4. **New Construction/Time for Completion.** Any building erected on the lot shall be on-site new construction with new quality materials. No owner of a lot shall erect or place any mobile homes, factory constructed or other modular residential building on a lot. Trailers shall not be used as a permanent residence during construction or thereafter once construction of a structure is commenced on a lot. Construction of that structure shall be completed within 18 months of commencement. No building material shall be stored on any lot for more than 90 days unless substantial construction of a building is actually in progress. During the period of construction of any residence or other building upon any lot of the subdivision, the said lot and area shall be kept as neat and orderly as possible.
5. **Compatibility of Improvements.** All buildings, fencing and other improvements constructed on a lot shall be appropriate in character, design, color, and architecture in relation to the general area and the other homes in the subdivision. No unusual design, styles, or construction methods shall be allowed. The front of each house shall have at least two different siding elements.

6. **Number of Buildings per Lot.** No building shall be erected, altered, placed, or permitted to remain on a lot other than one single-family dwelling with a private attached garage and a maximum of one additional accessory building for use such as a barn, garage, workshop, recreation room, storage area or any combination thereof. One accessory building is allowed but shall not exceed 2,000 square feet on the ground level in total and shall be of properly framed construction and be sided only with materials allowed in the following paragraph. No accessory building shall exceed the height of the home by more than 2 feet. The soffits for accessory buildings must be at least 16 inches on all sides. A minimum roof pitch of 3/12 is required on Accessory Buildings. A maximum of one garden shed, play house or chicken coop is also allowed and is exempt from the roof pitch and soffit requirements. The accessory building cannot be used as living quarters while the home is being constructed.
7. **Minimum Square Footage for Homes.** Every primary residential dwelling that is a single story home shall have a minimum of 1,200 square feet of above-grade finished living area. Every primary residential dwelling that is a two-story home shall have a minimum ground level of 800 square feet. No basements will be considered a part of the finished floor area requirements, and no basement shall extend higher than 36 inches from the highest point of finished grade elevation of the primary dwelling.
8. **Permitted Siding.**
 - a. Properly painted, stained, or treated cedar siding which shall be maintained after installation;
 - b. Lap siding
 - c. Traditional stucco or "Dryvit";
 - d. Masonry (natural or cultured stone or brick);
 - e. High quality manufactured/composite siding;
 - f. Steel, if used as a wainscoting or accent piece on the primary home; or
 - g. Steel, if used on the accessory buildings.
9. **Prohibited Siding.**
 - a. Plywood or any wood sheet panel siding, except as part of a board-and-batten;
 - b. Vinyl siding
 - c. Lap metal siding
 - d. Exposed or unfinished concrete block more than 24 inches above grade;
 - e. Any other inferior siding; or
10. **Trim Boards, Window and Door Casing.** All windows and doors will have trim boards with a minimum height of 3 ½ inches and a maximum of 6 inches. Trim boards which case all windows and doors shall have corner boards with a minimum width of 3 ½ inches and a maximum of 6 inches on each corner of the building.
11. **Roofing Requirements.** All major roof lines of any primary residential dwelling shall be pitched with at least a 4/12 pitch. However, the roof pitch of porches, dormer, and other ancillary roof lines shall be not less than a 3/12 pitch. All buildings will have a roof with at least 16 inches of overhang. All asphalt shingles shall be in the design of traditional wooden shake-style roofing. No more than two foot (2 ft.) of metal chimney can be exposed. Each home shall have at least two different roof lines.
12. **Fences.** All fences are subject to HOA approval. All field fences will be designed to be horse safe. No more than 10% of the lot area may be without vegetation in a pasture, corral, sacrifice area, or other area where livestock or animals are normally kept. No owner shall allow their lot to be overgrazed. Whether or not a lot is overgrazed shall be at the sole and absolute discretion and determination of the HOA.

13. **Animals.** Each lot owner shall clean up any waste produced by their animals and shall be strictly liable for all damage or injury caused by such animals. A combined total of four swine, goats and sheep can be kept on each lot for the sole purpose for housing these animals is a 4-H or FFA market project. These animals can only be kept from March 15 to October 15th of each year. No large animals such as beef or horses are allowed on lots 2-9 and 11-20. Each owner shall be responsible for either keeping their animals entirely within the boundaries of their property, or under control of the owner or agent of the owner. Each owner shall prevent their dog(s) from barking or creating other nuisances. The HOA may request vicious, threatening, or nuisance animals be removed. The HOA shall have authority to determine in its sole discretion, which animals are vicious, threatening, or a nuisance. Conservation Lot A can house a maximum of 12 Animal Units and Conservation Lot B can house a maximum of 8 Animal Units.
14. **Conservation Lots.** Conservation lots A and B can only be used for agriculture, open space, forestry, non-commercial greenhouses, and non-motorized recreation uses per the Conservation Design regulations. The ownership of Conservation Lot A will be the same as lot number 10 and Conservation Lot B will be owned by the owner of Lot 1. The ownership of Conservation Lots A and B fall under the Non-Common Private Ownership rules and are not public space. Access to the Conservation lots is controlled by the owner of the lot.
15. **Submission of Proposed Plans to HOA.** No residence, building, fence, wall, or other structure shall be constructed, replaced, repainted, or altered on any lot within the subdivision until the plans and specifications showing the location of the structure and plan for construction have been approved by the HOA.

Whenever a lot owner wishes to construct a building or any permanent improvements, the owner shall submit to the president of the HOA one full set of building plans for such proposed construction. Such building plans shall show all exterior elevations of the proposed building and designate all the materials and colors to be used for all exterior surfaces.

Upon receipt of such plans, the President shall call a special meeting of the HOA for the purpose of reviewing the plans and samples submitted as soon as possible, but in no event shall such a meeting occur later than 20 calendar days from the date of the President's receipt of the plans and samples. Each lot will have one vote pursuant to the terms set forth in the covenants. The HOA shall issue a written statement outlining the result of said vote and whether the HOA has approved or denied the proposed plans. Those lot owners who are unable to attend said meeting may appoint another lot owner as their proxy, as provided hereafter, or may submit a written vote for approval/disapproval of the proposed plans and samples to the President at or before said meeting and that written vote shall be deemed the vote of that lot owner. In the event a lot owner fails to either attend the meeting, vote by proxy, or by a written vote, the lot owner shall be deemed to have voted for approval of the plans.

No construction on the proposed building shall commence until its plans have been reviewed by the HOA.

Neither the HOA, its members, nor the Declarant shall be liable to any owner or other person for any damage or loss suffered or claimed on account of:

1. The approval or disapproval of any plans, whether or not defective;
2. The construction or performance of any work, whether or not pursuant to approved plans; or
3. The development or manner of development within the property.

Approval of plans by the HOA shall not be deemed to be a representation or warranty that the plans comply with applicable laws or regulations, including zoning ordinances and building codes.

16. **Express Intent of Architectural Control and Possibility of Variance.** It is the intent of these covenants to ensure that the primary residential dwellings and accessory buildings constructed within Freedom Ranch Subdivision are higher-than-average homes in terms of quality, appearance, and styling. The lot owner should work to promote a high quality of construction and appearance for each building constructed in the subdivision to protect each other's desired lifestyles and property values.

As further provided hereafter in the covenants, the HOA, in exercising its architectural control of the subdivision, may grant a variance to the owner, upon the owner's written request, to allow the home or accessory building to be constructed, sided, or roofed in some material other than those permitted above.

17. **Exterior Lighting.** No outside illumination equipment or fixture's which will be detached from the residence or outbuilding shall be constructed unless attached to a post or pole which shall not exceed 15 feet in height, and which post or pole shall conform to the general architectural plan of the residence. All connection for such detached illumination devices or fixture shall be underground. All outside lighting fixtures shall be full-cut-off lighting. This lighting shall be directed to the ground at less than a 45 degree angle from the light fixture.

18. **Parking of Vehicles, Machinery, and Equipment.** No parking is allowed on Freedom Lane or Freedom Circle. Off-street parking for at least two (2) vehicles shall be provided on each lot. Private vehicles which are used on a daily basis and are used regularly do not need to be stored in the manner described as follows:

- a. Vehicles which are not in running condition or are in a state of disrepair; and
- b. Machinery and equipment;
- c. Shall not be placed or stored on the lot unless enclosed in a garage or accessory building and out of view of other lot owners.

A total of two (2) trailers in sight from the road are allowed, but shall be fully operational and maintained in a manner reasonably fitting with the character of the entire subdivision.

19. **Firearms.** No firearm shall be discharged within the subdivision.
20. **Hazardous, Noxious, or Offensive Activities.** No hazardous, illegal, noxious, unreasonably loud, or offensive activities shall be permitted within the subdivision.
21. No Conex or shipping containers will be allowed on site.
22. **Utilities Easement.** All utility and service lines shall be installed underground.
23. **Soils Report.** A site-specific Soils Investigative Report is encouraged for all residential development at Freedom Ranch.
24. **Road.** Freedom Lane and Freedom Circle will be maintained by the HOA and the cost to do so will be assessed to the lot owners on an annual basis. Any damage caused by a particular lot owner will be assessed to that individual. Heavy construction traffic particularly during the spring thaw can cause damage to a road and should be avoided.
25. **HOA Rules and Accounting.** Until such time as 70% of the lots within the subdivision have had residences constructed on them, the developer and/or developer's agents shall be the majority member of the HOA unless the developer voluntarily relinquishes this position by transferring the authority to appoint the Officers of the HOA to the owners by written notice of such transfer to the owners.

26. Freedom Ranch Subdivision Homeowners Association

- a. **Creation.** The Freedom Ranch Subdivision Homeowners Association (herein referred to as the HOA) is hereby created as an unincorporated, nonprofit Association under the Wyoming Unincorporated Nonprofit Association Act, Wyoming Statutes, to exercise the powers granted, and to perform the function imposed, by these covenants with regard to the lots.
- b. **Purposes and Powers.** The general purposes of the HOA are to:
 - a. Enforce these covenants, as set forth herein and as may be amended;
 - b. Govern, administer, and pay for the private maintenance and repair of Freedom Lane and Freedom Circle.
 - c. Maintain the public trail that crosses Conservation lot B. The HOA will also be responsible to enforce the rules for use of the trail. These rules must be approved the owner of Conservation lot B.

For these purposes, the HOA is hereby empowered to:


- i. Exercise all of the authority, powers and privileges delegated to or vested in the HOA by these covenants, by Wyoming Statutes, or as may be reasonably implied as being necessary and power hereunder, and to perform all the duties and obligations established by these covenants.
 - ii. Elect officers to carry out the administration duties authorized by the HOA member from time to time. Officers shall include a President, Vice President, Secretary/Treasurer.
 - iii. Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to these covenants, and to pay all expense in connection therewith and all expenses incident to the conduct of the business of the HOA.
 - iv. Employ such firms or persons to perform any or all of the duties and obligations of the HOA.
- c. **Membership.** Each person who is an owner of the lot shall be a member of the HOA, such membership shall be appurtenant to and may not be separated from the ownership of the lot. An owner shall become a member upon conveyance of record of such lot. No certificate or document, except the recorded conveyance to a lot, shall be required to evidence such membership.
 - d. **Voting Rights.** Each lot will only have one vote. Any lot owner that is 30 days past due on any payment of any HOA obligation will not have the right to vote.
 - e. **Action.** Except as otherwise provided, an action of the HOA or any approval required of the owners under these covenants, shall require the affirmative vote of at least 51% of all lots eligible to vote, cast in person or by proxy, at a duly constituted meeting of the HOA.
 - f. **Meetings.** The HOA shall have an annual meeting in the first quarter of the year. Written notice of any and all meetings shall be mailed 30 days prior to that meeting and state the date, place, and time of the meeting.
 - g. **Limitation.** No part of the net earnings of the HOA shall inure to the benefit of, or be distributed, to the owner, except that the HOA shall be authorized to pay reasonable compensation for services rendered.

27. Assessments

- a. **Authority.** Except as otherwise provided, the HOA will have the power and authority to determine all matters in connection with assessments, including the power and authority to determine where and how assessments shall be paid to the HOA and each lot owner shall be required to comply with any such determination.
- b. **Purpose of Assessments.** The assessments levied by the HOA shall be used exclusively to pay the obligations imposed upon the HOA by these covenants and to promote the health, safety and welfare of the residents of the lots.
- c. **Annual Assessments.** The HOA shall establish annual assessments to meet its obligations under the Covenants, including specifically the obligations to maintain Freedom Lane and Freedom Circle.
- d. **Special Assessments.** In addition to the regular assessments authorized above, the HOA may levy, in any assessment year, a special assessment applicable to that year only.

- e. **Approval of Assessments.** All assessments under this paragraph shall be subject to the approval of the majority of the HOA members present at the annual meeting.
- f. **Commencement of Annual Assessments.** The annual assessments provided for shall commence as to all lots on the date established by the HOA. The HOA shall fix the amount of the assessments against each lot by April 1st and these assessments are due by June 1st of each year.
- g. **Effect of Nonpayment of Assessments.** Any assessment not paid within 30 days after the due date shall thereafter bear interest from the due date at the rate of 12% per annum. Upon the failure of the lot owner to pay the assessment when due, the HOA will provide written notice to the violating lot owner by delivering the notice by certified mail. Such delivery shall be deemed effective on the date notice is mailed by the HOA. A violating lot owner shall have 30 days from the date of notice to pay in full the unpaid assessment, interest, and costs. If payment is not received within 30 days the HOA may bring an action at law against the owner and may foreclose the lien against the lot which is created herein by such nonpayment. The lien herein shall be foreclosed in a manner provided for the foreclosure of real estate mortgages in the State of Wyoming and by the HOA discretion accomplished by advertisement and sale as provided in Wyoming Statutes. The lot owner will be liable for all attorney fees and costs incurred by the enforcing party in such collection.

Freedom Ranch LLC

By: 

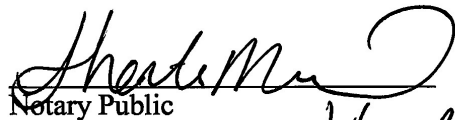
Todd Eric Greig, Managing Member

State of Wyoming
ss
County of Sheridan

The foregoing instrument was acknowledged before me by Todd Eric Greig, Freedom Ranch LLC, this 23rd day of March, 2022.

Witness my hand and official seal.




Notary Public

My commission expires: July 24, 2022