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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**Declaration of Protective Covenants for
LONGHORN SUBDIVISION**

This Declaration of Protective Covenants is made by **Toby Jay Johnson and Marie E. Johnson**, (collectively "Declarant"). Declarant is the owner of real property located in Sheridan County, Wyoming:

Lots 1 through 11 of Subdivision, a subdivision in Sheridan County, Wyoming, as recorded in Drawer L of Plats, # 34 ¹⁵¹ _{PLS 6812}

Declarant hereby declares and establishes the protective covenants set forth on the attached **Exhibit A**, which shall be binding upon the Property, and all of which shall inure to the benefit of and be binding upon and enforceable against all subsequent owners of any interest in the Property. This Declaration shall be construed and governed under the laws of the State of Wyoming.

IN WITNESS WHEREOF, this Declaration has been executed by the Declarant this 22 day of JUNE, 2017.

Toby Jay Johnson
Toby Jay Johnson

Marie E. Johnson
Marie E. Johnson

State of Wyoming)
)ss
County of Sheridan)

The foregoing instrument was acknowledged before me by Toby Jay Johnson and Marie E. Johnson, this 22 day of JUNE, 2017.

Witness my hand and official seal.



David E. Horney
Signature of Notarial Officer
Title: Notary Public

My Commission Expires 18 FEB 2020

HOME OWNERS ASSOCIATION (HOA) & COVENANTS FOR LONGHORN SUBDIVISION

1. **Lot Use** Each lot shall be used as residential use only. No commercial business building shall be built on any lot.
2. **Construction** All buildings erected on a lot shall be on-site construction. No mobile home and no modular home will be allowed. Trailers will not be used as temporary residence during construction.
3. **Construction Time** All buildings shall be completed within twelve months of initial construction.
4. **Construction Color** All buildings shall be painted, stained, sided and roofed in earth tone colors so they blend with the land and surrounding area. All buildings on a lot shall match in color and style.
5. **Construction Compatibility** All buildings, fencing and improvements constructed on a lot shall be compatible in design, color, character, and architecture according to the general area and other homes in the subdivision. No underground homes, unusual construction, design or style methods shall be allowed.
6. **Building Construction** A total of two buildings may be built on a lot. One building will be a single family residence with an attached garage. If a second building is constructed it may only be used for a shop, workshop, additional garage, studio, recreation room, guest house or storage area.
7. **Square Footage of Home** All single family homes will be no more than two stories, excluding the basement. One level homes shall be a minimum of 1800 square feet. Two level homes shall be a minimum 1400 square feet on the main level. No basement shall be higher than thirty (30) inches from the highest point of the finished grade elevation.
8. **Square Footage of Accessory Building** All accessory buildings shall be no more than two stories. All accessory buildings shall be no more than 3,000 square feet on the main level. All accessory buildings shall be of properly framed construction. No accessory building shall exceed a height of 14 feet at the highest point of the side wall and a height of 27 feet from the floor to the highest point of the main roofline. Roofing and siding materials of the accessory building shall match the single family residence in color and style.
9. **Siding Materials** All Single family homes and accessory buildings may be sided with the following materials: paint, stain, treated cedar, treated logs with minimum 7" diameter, stucco, natural or cultured masonry, and metal siding. All siding shall be properly maintained after installation. No single family homes and accessory buildings may be sided with the following materials: plywood, wood sheet panel siding, concrete block and any other inferior siding. No more than 30 inches of unfinished concrete for any basement or foundation wall shall be left exposed in its unfinished condition.
10. **Roofing Requirements** All major roof lines of single family homes shall have a minimum of 6/12 pitch, as will accessory buildings. All buildings erected on a lot shall have a roof overhang of at least 18 inches. Roofing materials shall be in earth tone colors only. Roofing materials shall be made of tile, slate, asphalt "shake" shingles, high quality composite shakes, real cedar shakes, high quality composite shakes, real cedar shakes, high quality metal roofing , or other high quality roofing materials.
11. **Driveways** No driveway surface shall be wider than 24 feet. No large parking lots are allowed. Driveway surfaces immediately outside garage doors may be wider than 24 feet and eventually taper into a driveway no wider than 24 feet.
12. **Fences** Front yards will not be fenced. You may fence backyards, flower and vegetable gardens, dog kennels, and temporarily fence to protect trees, shrubs or vegetation. Fences will not be made from the following materials: Chain link, woven or barbed wire, buck and rail wood fence, concrete block fence or any unusual type of fencing. Existing barbed wire fences along the exterior of the subdivision are exempt.
13. **Improvements Setbacks** No improvements on the lot may be constructed any closer than the zoning setback line or 20 feet from any property line, whichever is more restrictive. This excludes fencing, landscaping, and similar improvements. Consideration should be given to place structures on lots so they do not disrupt the view of the neighbors and do not disrupt the natural surroundings.



14. **Exterior Lighting** Only Standard residential lighting shall be used to illuminate a lot. All outside lighting shall be arranged, directed or shielded to prevent lighting from shining onto an adjacent road or other lot.
15. **Utilities Easement** All utility and service lines shall be installed underground. Propane tanks are allowed for buildings but must be underground or fenced and out of sight from neighbors.
16. **Vehicles, Machinery and Equipment** All vehicles, trailers, campers, boats, recreational vehicles, motorcycles, machinery and equipment may only be stored on a lot if it is enclosed in a garage or accessory building. Vehicles that are properly licensed and used on a daily basis need not be stored in this manner. Each lot shall provide parking for a maximum of two vehicles. The parking area shall be surfaced with concrete, asphalt or gravel. No extended parking is allowed on the main road of the subdivision (2 Hours Maximum).
17. **Livestock and Pets** Pets shall be maintained for personal and family use, with a limit of four dogs or cats per household, or a mixture thereof. Livestock and Pets shall be kept on the owners lot and the owner shall control any animal, which may be kept, thereof, so that it shall not become a public nuisance. Animals in the subdivision are limited to cats, dogs, chickens, horses and cattle. Any others only if approved by the Home Owners Association.
18. **Hazardous, Noxious or Offensive Activities** No hazardous, noxious, offensive, illegal or unreasonably loud activities shall be permitted in the subdivision. Each lot owner will maintain his lot at all times in a safe, sound and sanitary condition out of respect for other lot owners
19. **Landscaping** Each lot is required to be landscaped within 12 months of occupying the constructed building. The initial landscaping requirement is planting grass, with the planting of trees, shrubs, bushes, flowers, and other vegetation to follow. All landscaping shall be maintained and manicured, and free of weeds.
20. **Destruction of Improvements** In the event that any building structure is destroyed by fire or other events, that structure shall be promptly rebuilt, remodeled or removed from the lot to conform with these covenants.
21. **Longhorn Subdivision Home Owners Association (HOA)-Objectives** there shall be created an HOA which shall be responsible for reviewing the plans for all proposed new construction, additions, or modifications of residences and improvements. Such HOA shall be responsible to ascertain that the plans and subsequent construction meet the minimum building requirements set forth in this declaration. The primary purpose of such HOA shall be to assist property owners in achieving compliance with such building restrictions. The HOA shall allow the greatest possible latitude and flexibility in the design of homes to be built on the lots in the subdivision and shall not discourage new or innovative design concepts or ideas provided that all of such construction shall be in accordance of these declarations.
22. **Longhorn Subdivision Home Owners Association (HOA)-Committee** Until such time as seventy percent (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(s) of the HOA unless the Developer voluntarily relinquishes this position by transferring the authority to appoint the members of the HOA to the Owners by written notice of such transfer to the Owners. Thereafter, the HOA shall consist of not less than three (3) nor more than five (5) members of the HOA, to be selected annually by the board of directors of the HOA, with the members to be chosen for varying terms so as to achieve staggered terms and continuity of membership of such HOA.
23. **Longhorn Subdivision Home Owners Association (HOA)-Matters Requiring Approval** Any property owner seeking to construct or modify a dwelling, dwelling accessory building, home, residence, structure, or fence shall first submit an application to the HOA.
24. **Longhorn Subdivision Home Owners Association (HOA)-Deviations from Minimum Criteria** The HOA shall have the power to enter into agreements with the Owner of any Lot, without the consent of the Owner of any other Lot adjoining or adjacent property, to deviate from the provisions of the covenants restrictions within the jurisdiction of the HOA for reasons of practical difficulty of particular hardship which otherwise would be suffered by such Owner. Any such deviation, which shall be manifested by written agreement, shall not constitute a waiver of any such covenants as to other Lots in the Subdivision.
25. **Longhorn Subdivision Home Owners Association (HOA)-Enforcement** It is not the responsibility of Sheridan County to enforce the restrictions and covenants specified in this document. The HOA shall meet all existing Sheridan County regulations including but not limited to building and zoning regulations, permits and/or a septic permits for each structure. The Developer, and the HOA shall have the right, but not the obligation, to commence and maintain actions for damages or to restrain and enjoin any actual or threatened breach of any provision of



these conditions, covenants and restrictions (CCR). If the developer, or the HOA determines that there is a breach or violation of any of the provisions of these CCR's and fails to act with respect thereto within thirty (30) days after written demand by any owner to take such action, then neither the Developer, nor the HOA shall have any liability whatsoever which may arise out of or in connection with the failure to so act and any owner shall then have the same rights to enforce the provisions of these CCR's. The prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney's fees and costs together with any other fees, expenses or costs incurred in enforcing these CCR's.

26. **Longhorn Subdivision Home Owners Association (HOA)-Imposition of Violation Fines** In the event that any person fails to cure (or fails to commence and proceed with diligence to completion) the work necessary to cure any violation of the Covenants and Restrictions contained herein within ten (10) days after receipt of written notice from the Board designating the particular violations, the Board shall have the power and authority to impose upon that person a fine for such violation (the "Violation Fine") not to exceed five hundred dollars (\$500.00). If, after the imposition of the Violation Fine, the violation has not been cured or the person has still not commenced the work necessary to cure such violation, the Board shall have the power and authority, upon ten (10) days written notice, to impose another Violation Fine which shall also not exceed five hundred dollars (\$500.00). There shall be no limit to the aggregate amount of Violation Fines which may be levied against a person for the same violation. The Violation Fines, together with the interest at the highest lawful rate per annum and any costs of collection, including attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is made.
27. **Longhorn Subdivision Home Owners Association (HOA)-Street and Irrigation Lines** After the Street and the Irrigation lines are installed the HOA has the obligation to maintain said Street and the Irrigation lines. The HOA will maintain said Street until a public entity will assume responsibility of said Street. Irrigation lines and the maintenance of said lines are the direct responsibility of the HOA from the pump to the valve at the riser of each lot.
28. **Longhorn Subdivision Home Owners Association (HOA) & Sheridan Area Water Supply – Joint Powers Board (SAWS-JPB) Restriction** Developer, HOA and Lot Owners agree that domestic water from the SAWS-JPB system shall NOT be used for the purpose of supplying irrigation water for any and all exterior lawns, gardens, and/or landscaping within said Subdivision except as authorized by SAWS-JPB.
29. **Longhorn Subdivision Home Owners Association (HOA)-Irrigation Lines** Irrigation water used by Developer, HOA and Lot Owners for the purpose of irrigation of exterior lawns, gardens, and landscaping shall be provided, from a source other than the SAWS-JPB system and delivered through an alternate irrigation water supply system. Map to accompany Petition to the State Board of Control and Longhorn Subdivision Water Distribution Plan was granted by the State Board of Control, August 19, 2011 and November 9, 2011. Said alternate irrigation water supply system is on file with the State of Wyoming, Board of Control.