



## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 11<sup>th</sup> day of September, 2015, by the North Sheridan Land Company, LLC, a Wyoming limited liability company of 237 North Main Street, Ste. 200, Sheridan, WY 82801 ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the sole owner of certain real property in Sheridan, Wyoming, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Lands").

WHEREAS, the Declarant intends to sell all of the Lands described in Exhibit A into individual tracts ("tracts").

NOW, THEREFORE, Declarant hereby declares that all of the Lands described in Exhibit A shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant subject to the following express conditions, provisions, reservations, restrictions, servitudes and covenants (hereafter referred to as "Covenants"). Each and every Covenant set forth herein is for the benefit of the Lands and for the benefit of each owner of the Lands. These Covenants shall run with the Lands and inure and pass with each and every parcel of the Land later conveyed. These Covenants shall be binding on all owners of any land located within the Lands as identified in Exhibit A and their successors in interest, regardless of how that interest is acquired. This includes but is not limited to, adverse possessors, lessees and purchasers at mortgage foreclosure sales. These Covenants are imposed pursuant to a general plan for the improvement and benefit of the Lands.



It is the intent of the Declarant that the Lands shall be developed and maintained as a desirable residential and incidental agricultural area. The purpose of the Covenants is that the present natural beauty, growth, native setting and surroundings shall always be managed and protected in conjunction with the uses and improvements permitted herein.

ARTICLE 1.  
Use and Other Restrictions

1. All tracts designated within the Lands shall be used for residential and family recreational purposes by each person owning such tract(s) ("Tract Owner"). No commercial use of the tracts designated within the Lands is permitted. Incidental agricultural use shall be permitted subject to restrictions identified elsewhere in these Covenants.

2. Buildings constructed on any tract shall be within a building envelope or envelopes as identified prior to construction. The dwelling and other outbuildings shall be approved by the Declarant as set forth herein. A residence shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of open porches, terraces and garages, of 1,200 square feet or more. Multi story structures shall be permitted.. The building envelope(s) shall be approved by the Declarant prior to construction. The locations of each building envelope shall minimize any building or structure from extending above the horizon or a ridgetop.

3. Only new construction shall be permitted for all buildings, sheds, residences or other structures on the Lands, and such construction shall be of good workmanlike quality and appearance and the exterior design shall harmonize with existing structures and native setting of the area. Prior to any construction of any improvements, additions and modifications of any structures, buildings or fences;



architectural drawings and/or plans shall be submitted to the Declarant for approval for all constructions, additions and modifications of any structures, building or fence.

4. Modular homes, manufactured homes, and mobile homes shall not be allowed on any tract in the subdivision.

5. No structure on any tract located within the Lands may be inhabited until it has been completely enclosed, substantially completed, and utilities including sanitary facilities have been installed. Exterior construction shall be completed within 365 days of commencement of authorized construction.

6. No junk, salvage, inoperable, or unlicensed automobiles, mechanized vehicles of any type, trailer, boat, camper or other type vehicle, farm machinery or stock trailers shall be situated or parked on any tract for more than seven (7) consecutive calendar days, nor more than twenty-eight (28) calendar days within any calendar year unless such vehicle, equipment or implement is screened from view.

7. No tract within the Lands shall be split or resubdivided, provided that nothing herein shall preclude a purchaser from buying one or more tracts.

8. All chimneys, flues, fireplaces, stovepipes, including outdoor fireplaces or facility of any type, designed to contain a fire must be installed with a spark retarding screen designed to contain sparks that may cause fire outside its confines.

9. Roofs shall be dark in color and be asphalt shingles, cedar shakes, metal, cement or other such material as may be approved of by the Declarant.

10. No building material, building supplies, fixtures or appliances shall be stored in a shipping container. No building material, building supplies, fixtures or appliances shall be visibly stored on any tract for a period of longer than thirty (30)



consecutive calendar days once construction is completed. The storage of construction materials prior to commencement of construction shall initiate the 365 day period of construction.

11. All areas disturbed by any construction shall be returned to natural conditions, including grading with reasonable drainage and replanted in one growing season with suitable ground cover.

12. All lands, improvements, buildings and structures shall always be maintained and kept in good repair.

13. No parking shall be allowed within the boundaries of any road right of ways.

14. Gasoline or other type of fuel storage, except propane, shall require approval by the Declarant. Propane tanks shall be screened from view in a manner approved by the Declarant.

15. Necessary buildings, corrals, water facilities and other structures for the purpose of keeping livestock shall be permitted on any tract. Corrals and fences shall be maintained in good working order and shall be kept free of weeds and shall be cleaned of manure on a regular basis so not to create offensive odors. Chain link fencing shall only be permitted on a limited basis and shall not be used as primary fencing material.

16. No portion of the Lands shall be used or maintained as any kind or character of dumping ground for salvage, rubbish, trash, garbage or other waste. All household rubbish, trash, garbage or other waste shall be kept in closed sanitary containers which are to be housed within enclosures and all containers shall be secure

against spilling or distribution due to wind and shall be regularly removed to a public land fill at time of disposal.

17. Tract Owners shall be required to take all measures necessary to eliminate noxious weeds at their own expense. The definition of a noxious weed shall be that defined by the Sheridan County Weed and Pest Control, and/or the Declarant and shall necessarily include, but not be limited to, Leafy Spurge, Thistle and Knapweed.

18. There shall be no reckless discharge of firearms. There shall be no reckless discharge of fireworks.

19. Resident's 4-H or FFA projects are allowed. Feedlots are expressly forbidden and none shall be kept at any time on any tract for any purpose. Each Tract Owner may keep and maintain up to 4 dogs, 4 cats, 4 chickens and a combination of no more than 4 horses or cows. Otherwise, birds, dogs, cats, pets, poultry, rabbits, llamas, animals or livestock of any type shall only be allowed if approved by the Declarant. Tract Owners shall follow proper land management procedures limiting animal units to prevent overgrazing or erosion of the Lands. All Tract Owners shall keep their property from unsightly conditions through grazing and/or mowing. The Declarant shall have exclusive right to determine when overgrazing or erosion is threatened and to direct Tract Owners to correct such problems within a reasonable time.

20. Any dog, cat, horse or other authorized animal which may be kept shall not become a nuisance. No animal shall at any time be permitted to run at large. All animals shall be kept either in the dwelling or in an enclosure unless under the direct and immediate control of the owner.



21. No race tracks, moto-cross tracks, or racing trails shall be allowed on the Lands.
22. All vehicles, equipment, motorcycles, all-terrain and similar type vehicles, motorbikes, trail bikes and snow machines and snow vehicles of any and all types shall not be operated in a noisy or offensive manner on or in the Lands.
23. Any and all wells drilled on the property shall be used for domestic, stock water and irrigation. Sale of water for profit shall be prohibited.
24. All septic and/or sewer systems must comply at all times with all applicable State of Wyoming and Sheridan County laws, rules, regulations and public health standards. All septic and/or sewer system construction shall be properly inspected and licensed by the County of Sheridan.
25. Any multiple tract private water or sewer system shall be maintained and paid for only by those owners using said system.
26. All costs incurred for maintenance, repair or improvement of roads in the Lands shall be shared by the Tract Owners on a pro-rata basis for the roads and access easements adjacent to each tract using an acreage or tract based ratio.
27. The Declarant shall determine the type of construction, location, construction materials and construction specifications for the roads or private drives and ditch or swale crossing devices for all tracts.
28. Television or other communication towers or related structures shall not exceed three (3) feet above the building roof line unless specifically approved by the Declarant.



29. No outside illumination equipment, fixtures or yard lights, shall be constructed unless the light fixtures are fully shielded (fully cutoff) and /or as approved by the Declarant and are not offensive to the neighboring tracts.

30. Excavation for stone, gravel or earth on any tract is prohibited with the exception of development construction for roads and other development improvements. Such excavation shall be allowed only during the development construction period. Unused materials shall be removed and borrow areas fully reclaimed when construction is completed.

31. Additional restrictions or covenants not in conflict with the Covenants herein may be made by appropriate provision in any contract or deed for sale or conveyance of a tract. Such additional restrictions shall inure to the benefit of and be binding upon the parties in the same manner as they have been expressed herein.

32. Development or production of oil, gas or minerals on the Lands by persons or entities owning such rights in or under the Lands shall not be restricted or prevented by these Covenants. All such development or production of oil, gas or minerals on the Lands shall be consistent with all applicable federal, state and local laws and regulations.

## Article 2. Administration

1. The Covenants shall be administered by the Declarant and an Architect or Engineer selected by the Declarant until such time as three full years after all tracts located within the Lands have been sold and conveyed by the Declarant, at which time the Tract Owners of said tracts shall replace the Declarant. Once administration of the Covenants passes to the Tract Owners, all provisions of these Covenants that require



Declarant's approval, determination or enforcement will thereafter require a seventy-five percent (75%) majority vote of the Tract Owners. Only one vote per tract is permitted. One Tract Owner shall be selected by vote of the Tract Owners as the Covenant Administrator. Meetings shall be held annually, or as otherwise agreed upon by the Declarant. Prior notice of any meeting shall be mailed to all Tract Owners or the Covenant Administrator at an address given to the Declarant unless a Tract Owner expressly authorizes that such notice may be given electronically.

2. Prior to construction on private lands or any other matter designated for approval by the Declarant, the owner of said private lands or the person contemplating such construction must submit preliminary plans and specifications to the Declarant, which plans and specifications shall include the following: (a) finished grades; (b) finished floor elevations; (c) floor plans; (d) roof plans; (e) site location plat; (f) all four exterior elevations; (g) and exterior colors. Within thirty (30) consecutive calendar days after receiving the plans and specifications for such construction or other matter, the Declarant shall either approve or disapprove the plans and specifications which approval or disapproval shall be in writing. In the event the Declarant fails to approve or disapprove within such period of time after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with. If the plans shall be rejected because of noncompliance with the Covenants and restrictions, the reason therefore shall be stated in writing and sent to the Tract Owner in the same manner as the notice of annual meeting as provided above in paragraph 1. The person submitting the plans shall have



the right to make application to the Declarant for review of its initial decision and may request a variance from the restrictions. The Declarant, in its sole discretion, may grant a variance when strict compliance with the Covenants would result in extra-ordinary hardship on a Tract Owner, but only to the extent that the requested variance is consistent with the intent and purpose of the Covenants. In the event the Declarant approves preliminary plans and specification, prior to construction, final plans and specification shall be submitted to the Declarant in complete and detailed form, to assure conformance with the approved preliminary plans and specifications.



Article 3.  
General Provisions

1.     **Enforcement.** Declarant shall have the sole and exclusive right and authority to determine compliance with the Covenants contained herein. Upon the violation of any Covenant, a written notice of such violation or failure shall be directed to the violator who shall then have ten (10) consecutive calendar days after said notice to correct the violation. If said violation is not so corrected or payment is not made, the Declarant, may re-enter and take possession of the violator's premises or land and/or correct the violation and charge all costs of such correction to the Tract Owner. In addition, damages may be assessed against any such violator at the rate of \$25.00 per day for each day the violation continues after the ten (10) day notice. In the event suit is required to collect any sums due, to foreclose, perfect a lien, or to enjoin the violation of any of the Covenants contained herein, violator shall pay these costs, in addition to any of the reasonable attorney's fees and costs incurred by Declarant or its successor in bringing such action.

2.     **Severability.** Invalidation of any one of these Covenants or restrictions by Judgment or Court Order shall in no way effect any other provisions, which shall remain in full force and effect.

3.     **Amendment and Duration.** The Covenants and restrictions of this Declaration shall run with, and be binding upon, the land for a term of thirty (30) years from the date of this declaration is recorded, after which time they may be extended as determined by the Tract Owners and their heirs, personal representatives, successors and assigns. This Declaration may be amended at any time by a vote of the Tract Owners that shall be evidenced by an instrument signed by the Tract Owners of not less than seventy-



five per cent (75%) of the total tracts within the Lands, and all such amendments shall be recorded in the office of the County Clerk of Sheridan County, Wyoming.

4. Successors and Assigns. These Covenants shall be binding upon and shall inure to the benefit of the Declarant and each Tract Owner, and the heirs, personal representatives, successors and assigns of each of them.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants for the Lands this 11<sup>th</sup> day of September, 2015.

Declarant: North Sheridan Land Co., LLC

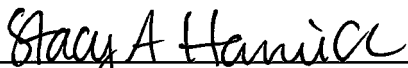
By:   
 Manager and Authorized Agent

#### ACKNOWLEDGEMENT

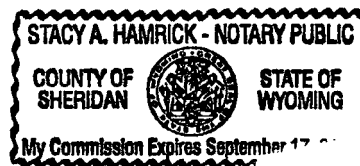
STATE OF WYOMING     )  
                                       ) ss.  
 County of Sheridan     )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 2015, by Jason Spielman, Manager, North Sheridan Land Co., LLC.

WITNESS my hand and official seal.

  
 Notary Public

My commission expires: 9-17-16





## EXHIBIT A

### LEGAL DESCRIPTION TRACTS 10-13, NORTH RIM RANCHETTES

THE FOLLOWING DESCRIBED PARCEL IS LOCATED IN A PART OF SECTION 34 AND A PART OF SECTION 35, TOWNSHIP 57 NORTH, RANGE 84 WEST, SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**BEGINNING** At A Point Which Is Located South 36°08'37" West 3859.73 Feet From The Northeast Corner Of Said Section 35, Township 57 North, Range 84 West, Sixth Principal Meridian, Sheridan County, Wyoming,  
Said Point Of Beginning On The North Right Of Way Of Beatty Gulch Road.  
Thence With Said Right Of Way South 86°22'04" West 2174.85 Feet;  
Thence Continuing With Said Right Of Way South 84°44'46" West 456.42 Feet;  
Thence Continuing With Said Right Of Way With A Curve Turning To The Right With An Arc Length Of 80.68 Feet, With A Radius Of 220.00 Feet, With A Chord Bearing Of North 84°44'51" West, With A Chord Length Of 80.23 Feet;  
Thence Continuing With Said Right Of Way North 74°14'29" West 607.66 Feet To The Intersection Of The East Right Of Way Of Thunder Ridge Road;  
Thence With Said Right Of Way North 28°33'04" East 372.39 Feet;  
Thence Continuing With Said Right Of Way With A Curve Turning To The Right, With An Arc Length Of 183.15 Feet, With A Radius Of 490.87 Feet, With A Chord Bearing Of North 39°14'25" East, With A Chord Length Of 182.09 Feet;  
Thence Continuing With Said Right Of Way North 49°55'46" East 933.91 Feet;  
Thence Continuing With Said Right Of Way With A Curve Turning To The Right, With An Arc Length Of 545.05 Feet, With A Radius Of 490.87 Feet, With A Chord Bearing Of North 81°44'22" East, With A Chord Length Of 517.48 Feet;  
Thence Continuing With Said Right Of Way South 66°27'02" East 331.64 Feet;  
Thence Continuing With Said Right Of Way With A Curve Turning To The Left With An Arc Length Of 494.81 Feet, With A Radius Of 550.87 Feet, With A Chord Bearing Of North 87°49'00" East, With A Chord Length Of 478.35 Feet;  
Thence Continuing With Said Right Of Way North 62°05'03" East 114.30 Feet;  
Thence Continuing With Said Right Of Way With A Curve Turning To The Left With An Arc Length Of 212.11 Feet, With A Radius Of 602.96 Feet, With A Chord Bearing Of North 52°00'22" East, With A Chord Length Of 211.02 Feet;  
Thence Continuing With Said Right Of Way North 41°55'42" East 181.02 Feet;  
Thence Continuing With Said Right Of Way With A Curve Turning To The Left With An Arc Length Of 273.84 Feet, With A Radius Of 180.00 Feet, With A Chord Bearing Of North 01°39'14" West, With A Chord Length Of 248.18 Feet;  
Thence Continuing With Said Right Of Way North 45°14'10" West 216.27 Feet;  
Thence Leaving Said Right Of Way North 57°37'40" East 796.28 Feet;  
Thence South 77°40'35" East 412.79 Feet;



Thence South 61°37'18" East 370.35 Feet;  
Thence South 82°34'04" East 380.59 Feet;  
Thence South 58°10'47" West 650.30 Feet;  
Thence South 00°00'15" West 277.61 Feet;  
Thence South 50°27'22" West 604.65 Feet;  
Thence South 00°00'00" East 848.19 Feet to the point of **BEGINNING**, having  
an area of 105.00 Acres More Or Less.

And

THE FOLLOWING DESCRIBED PARCEL IS LOCATED IN A PART OF THE SOUTHWEST 1/4,  
SECTION 26, TOWNSHIP 57 NORTH, RANGE 84 WEST, SIXTH PRINCIPAL MERIDIAN,  
SHERIDAN COUNTY, WYOMING AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**BEGINNING** AT A POINT WHICH IS LOCATED NORTH 66°42'23" WEST, A DISTANCE  
OF 5735.50 FEET; FROM THE SOUTHEAST CORNER OF SAID SECTION 26, TOWNSHIP  
57 NORTH, RANGE 84 WEST, SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY,  
WYOMING;

NORTH 66°42'23" WEST A DISTANCE OF 5735.50 FEET;  
FROM THE NORTHWEST CORNER OF THE TRACT OF WHICH THIS IS A PART ;  
THENCE SOUTH 65°35'54" EAST A DISTANCE OF 179.11 FEET;  
THENCE SOUTH 79°07'05" EAST A DISTANCE OF 253.65 FEET;  
THENCE SOUTH 62°22'45" EAST A DISTANCE OF 726.77 FEET;  
THENCE SOUTH 30°49'21" EAST A DISTANCE OF 497.11 FEET;  
THENCE SOUTH 66°40'43" EAST A DISTANCE OF 219.10 FEET;  
THENCE SOUTH 01°32'20" EAST A DISTANCE OF 685.46 FEET;  
THENCE NORTH 89°55'51" WEST A DISTANCE OF 570.52 FEET ;  
THENCE NORTH 59°20'04" WEST A DISTANCE OF 605.16 FEET;  
THENCE NORTH 29°39'11" WEST A DISTANCE OF 300.25 FEET;  
THENCE NORTH 11°41'52" WEST A DISTANCE OF 345.13 FEET;  
THENCE NORTH 58°59'18" WEST A DISTANCE OF 260.19 FEET;  
THENCE NORTH 00°11'50" EAST A DISTANCE OF 615.40 FEET;  
TO THE POINT OF **BEGINNING**, HAVING AN AREA OF 35.00 ACRES MORE OR LESS.

**NO. 2015-722030 DECLARATION OF COVENANTS**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
JASON SPIELMAN 1406 WARREN AVE  
SHERIDAN WY 82801