

# OXBOW RANCH

## Homeowners Association (HOA)

1. **"OXBOW RANCH" Homeowners Association (HOA).** The Oxbow Ranch Homeowner's Association is initially created as an *unincorporated association*, as permitted by Wyoming Statutes, by the undersigned Declarant. The HOA may determine at a later date to incorporate in the State of Wyoming as a Wyoming not-for-profit corporation, at the discretion of the owners of the Tracts in Oxbow Ranch.

The objectives of the HOA are as set forth herein. The primary purpose of such HOA shall be to assist members and property owners. 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 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 Tracts in the subdivision and shall not discourage new or innovative design concepts or ideas, provided that all of such construction shall be in accordance with these declarations, and Sheridan County Regulations.

2. **"OXBOW RANCH" HOA Membership** Each Tract within the subdivision shall represent one membership, even if a Tract is owned by more than one person or even if one person owns more than one Tract. Such membership shall be referred simply as "member". It shall be the collective responsibility of multiple owners of any one Tract to notify the President of their designated representative and that person's mailing address. In the event no such designation is made, the President shall use the first name which appears on the Sheridan County tax rolls and the corresponding mailing address.

3. **"OXBOW RANCH" HOA Definitions** Until such time as all Tracts within the subdivision have been sold by the Developer, the Developer and/or developer's agents shall be the majority member(s) of the HOA with voting control, unless the Developer voluntarily relinquishes this position by transferring the authority to appoint the members of the HOA to the members by written notice of such transfer to the members. Thereafter, the HOA shall consist of all members within the subdivision.

**Voting Authority** - Every present and future record owner(s) of each Tract shall have the collective authority as a member to cast one vote per Tract on all matters before the HOA. In the event the record owner(s) shall agree to sell their Tract(s) under contract for deed, voting authority shall automatically transfer to the purchaser upon recording of the deed at the Sheridan County Clerk and Recorder's Office.

**Assignment** - A record owner(s) may assign their membership to the tenant occupying their residential home in the Subdivision. Such assignment to be effective must be filed with the President of the HOA.

**Annual Meeting** - An annual meeting of the members of the Association shall be held on the 1st Thursday in March each year beginning in year 2023 at the hour of 7:00 P.M, for the purpose of electing a President and the transaction of such other business as may come before the meeting. If the day fixed shall be a legal holiday, such meeting shall be held on the succeeding weekday.



**Special Meetings** - In addition to the annual meeting, special meetings of the members may be held at such time as determined by the President or upon a petition signed by not less than fifty percent (50%) of the members having voting rights. The notice of any such special meeting shall state the time and place of such meeting and the purpose hereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of sixty percent (60%) of the members present, either in person or by proxy.

**Place of Meetings** - Meetings of the Association shall be held at such suitable place convenient to the members as may be designated by the President.

**Notice of Meetings** - It shall be the duty of the President to mail, or hand deliver a notice of each annual, regular, or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member entitled to vote, at least five but not more than thirty days prior to such meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the United States Mail addressed to the member at their address as it appears on the records of the Association with postage thereon prepaid.

**Waiver of Notice** - A written waiver of notice signed by a member, whether before or after a meeting, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

**Quorum**- Sixty percent (60%) of the members represented either in person or by proxy shall constitute a quorum for the transaction of business.

**Voting** - Each member shall be entitled to one vote on each matter submitted to a vote of the members. In the event of a tie vote, the President's vote shall break the tie. All issues voted upon shall be considered passed with a favorable vote of a majority of those present (in person or in proxy) and eligible to vote, unless otherwise stated herein.

**Proxies** - At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member naming another member to vote his or her interest on their behalf. Each proxy shall be revocable at the pleasure of the member executing it. No proxy shall be valid after 60 days from the date its execution, unless otherwise provided in the proxy.

**President** - The President shall be the chief Executive officer of the Association. The President shall be elected annually. He or she shall preside at all meetings of the Association. He or she shall have all the general powers and duties necessary to carry out the purposes of the Association. He or she shall have the power to appoint committees from among the members from time to time as he or she may at his or her discretion, decide is appropriate to assist in the conduct of the affairs of the Association. He or she shall have the authority to accept service of process on behalf of the Association. The President may be removed at any time with or without cause by an affirmative vote of a majority of the members. The President shall be in charge of any necessary road snow removal or maintenance.

4. **"OXBOW RANCH" Homeowners 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 for prior approval of all construction.



5. **"OXBOW RANCH" Homeowners Association (HOA)-Deviations from Minimum Criteria** The HOA shall have the power to enter into agreements with the Owner of any Tract, without the consent of the Owner of any other Tract adjoining or adjacent property, to deviate from the provisions of the covenant's restrictions within the jurisdiction of the HOA for reasons of practical difficulty or 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 Tracts in the Subdivision.
6. **"OXBOW RANCH" Homeowners 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 permit 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.
7. **"OXBOW RANCH" Homeowners Association (HOA)-Imposition of Violation Fines** In the event that any person fails to resolve (or fails to commence and proceed with diligence to completion) the work necessary to remedy 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 remedied or the person has still not commenced the work necessary to rectify 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 Tract against which such Violation Fine is made.
8. **"OXBOW RANCH" Homeowners Association (HOA) & Sheridan Area Water Supply – Joint Powers Board (SAWS-JPB) Restriction** Developer, HOA, and Members agree that domestic water from the SAWS-JPB system shall NOT be used for the purpose of supplying irrigation water for all exterior lawns, gardens, and/or landscaping within said Subdivision, except as authorized by SAWS-JPB.
9. **"OXBOW RANCH" Homeowners Association (HOA)-Irrigation Lines** Irrigation water used by Developer, HOA, and Tract 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 Oxbow Ranch Water Distribution Plan, granted by the State Board



of Control on May 15, 2021. Said alternate irrigation water supply system is on file with the State of Wyoming, Board of Control. The Pump and irrigation line to the property will be supplied by developer. The maintenance, replacement, and operating cost will be shared by the Tract owners.

#### **10. HOA Road Maintenance.**

As indicated on the Plat of the Subdivision, the HOA is responsible for, maintenance, repair, upgrade, rebuilding, and snowplowing. Oxbow Ranch Road is a "Private Road Easement" dedicated for public ingress, egress, and services to benefit Oxbow Ranch and a tract of land described in Book 576, Page 798, and or any of their respective successors and assigns. Oxbow Ranch Road is also a Private Road Easement for; utilities, drainage, irrigation, Law Enforcement, emergency vehicles and for the benefit of said Tract described in Book 576, Page 798. Maintenance of said Oxbow Ranch Road with the adjoining landowner is under a separate agreement (Book 523, Page 280, & Book 419, Page 139).

The initial assessment to be imposed upon Tract Owners for maintenance, insurance and improvements of the roads and common area features are not yet set but are expected to be approximately \$500.00 per year per Tract, beginning in the calendar year of 2022, and in such other amount as the HOA thereafter deems necessary, in its discretion, to perform and complete such maintenance, insurance and improvements on Oxbow Ranch Road. Payment of assessments may be in such increments (monthly, quarterly, semi-annually, or annually) as the HOA may, from time to time, determine appropriate.

The HOA may assess each Tract for special assessments to pay for any emergency repairs, extraordinary costs and/or any major improvements to Oxbow Ranch Road. The obligation to pay regular and special assessments runs with the Tract and binds all future Owners of each Tract regardless of when such Owner acquired such Tract. ANY DELINQUENT BALANCE DUE SHALL SURVIVE THE COVEYANCE OR FORECLOSURE OF THE TRACT AND SHALL BECOME AN ENFORCIBLE OBLIGATION OF THE PERSON(S) TAKING TITLE TO SUCH TRACT.

Determination of the amount of annual assessments shall be made on an annual basis at a regular meeting of the HOA.


In the event that any Tract Owner shall fail to make his, her or its annual or special assessment assessed by the HOA, said assessment may be collectable in an action brought before a court of competent jurisdiction and any judgment awarded in any such action shall become a lien upon the subject Tract. In any such action brought by the HOA to collect unpaid assessments, the HOA shall be entitled to recover all costs incurred by it in such collection action including, without limitation, reasonable attorney's fees, and costs.

The HOA shall have no obligation, responsibility and/or duty to police, enforce, control or take any other action pertaining to and/or concerning the use of the roads nor shall the HOA have any obligation to control or restrict such use other than to install and maintain such traffic regulation signs that may be required by governmental authorities. The HOA shall only be required to maintain and improve the Roads in a reasonable manner as provided for herein.

- 11. HOA Fees** will have a yearly budget of \$500 per owner, unless amended. For snow removal, road maintenance, infrastructure, and irrigation, only what is used will be billed.

12. **Covenant Restriction** The covenants for the Subdivision referenced herein are set forth to create a minimum standard for all Tracts and residences within the subdivision. In all cases, it shall be incumbent upon the HOA to allow the greatest degree of flexibility and leniency possible to the members so long as no harm to the community shall come from the flexibility.

So created as of April 18<sup>TH</sup>, 2022, by:

  
Randal Scot Huckeba, Declarant

  
Stacie Kane Huckeba, Declarant

