



DECLARATION OF PROTECTIVE COVENANTS

SADDLE VIEW MEADOWS SUBDIVISION

SHERIDAN COUNTY, WYOMING

This Declaration of Protective Covenants is made effective this 21 day of July, 2011, by **WAGONSPOKE, LLC**, a **Wyoming limited liability company**, of Sheridan County, Wyoming ("Declarant").

WHEREAS, The Declarant is the present owner of all of the lots within Saddle View Meadows Subdivision, a platted and approved subdivision located in Sheridan County, Wyoming (hereinafter, the "Subdivision"). The plat of the Subdivision is recorded in the Office of the Sheridan County Clerk and Ex-Officio Recorder of Deeds and the Plat is incorporated into this Declaration of Protective Covenants and is expressly made a part hereof in all respects.

WHEREAS, Declarant intends to sell all of the lots contained in the Subdivision.

WHEREAS, all of the lots of the Subdivision shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant subject to the following easements, restrictions, reservations, covenants and conditions, which shall run with the real property and be binding upon all parties having any right, title or interest in the Subdivision lands or any part thereof, and their respective heirs, successors and assigns.

WHEREAS, these Protective Covenants are imposed upon the Subdivision lands as an obligation or charge against the same for the benefit of each and every lot in the Subdivision and the owner or owners thereof. Each and every owner of a lot in the Subdivision shall have a right to enforce the following Protective Covenants, which are imposed upon each and every lot in the Subdivision.

1. Purpose of Protective Covenants. It is the intention of the Declarant that the lands located within the Subdivision be developed and maintained as a highly desirable rural residential area. The purpose of these Protective Covenants is to ensure that the present natural beauty, wildlife, native setting and viewshed surroundings will be protected and preserved insofar as possible, consistent with the uses and structures permitted by this declaration.

2. Lots Affected. These Protective Covenants shall affect and be binding upon Lots 1 through 5, inclusive, of the Subdivision, and shall be binding upon all lots contained in any additions to or enlargements of the Subdivision.



3. **Use of Lots.** All lots shall be used only for single family residential, agricultural, and associated recreational purposes. No manufacturing or commercial enterprise shall be permitted. An in-home business is permitted as long as no extra vehicular traffic, signs, noise, unusual disturbance or any nuisance results from the operation of the in-home business. Written permission must be obtained from the Architectural Control Committee of the Saddle View Meadows Subdivision Landowners Association (hereinafter, the "Association") prior to commencing the in-home business and the in-home business must otherwise comply with Sheridan County zoning requirements.

4. **Permitted Buildings.** No buildings shall be permitted on any lot other than one single family dwelling with necessary and incidental garages and outbuildings, and horse stables or barns. One detached guest house which is to be used only intermittently (and which may be included within a stable or barn) shall be permitted on each lot in addition to the principal dwelling, provided that the construction, size and use of guest houses is permitted by Sheridan County. All buildings shall be of new construction and must be approved by the Architectural Control Committee prior to commencement of construction.

5. **Mobile and Modular Homes Prohibited**

(a) No mobile homes or modular homes shall be permitted upon any lot at any time.

(b) A "mobile home" is defined as a living unit, manufactured with an integral towing device or wheels. If the unit is manufactured with an integral towing device or wheels, it does not lose its status as a mobile home by the removal of the device or wheels. This restriction shall not prevent the temporary parking and occasional use of a camping trailer or motor home in the Subdivision as long as the unit is not used as a permanent residence.

(c) A "modular home" is defined as a unit preassembled and transported to the property substantially as a unit or units. Floor and roof trusses assembled elsewhere and transported to the building site are exempt from this restriction.

(d) The Architectural Control Committee shall make the final determination as to whether or not a given building is a mobile home or a modular home.



6. **Temporary Structures.** No structure of a temporary character, trailer, motor home, mobile home, basement, tent, shack, garage, barn, detached guest house or other outbuilding shall be used on any lot at any time as a primary or permanent residence. The occasional temporary use of motor homes or travel trailers for extra space when there are guests or in emergencies shall be permitted for periods of time not exceeding thirty (30) days. In these instances the prohibition of exposed recreational vehicles is waived.

7. **Re-Subdivision.** No lot may be further subdivided.

8. **Aircraft.** No lot shall be used for the landing of aircraft, except in emergencies.

9. **Trash and Garbage.** No portion of any lot shall be used as a dumping ground for rubbish, trash, garbage or other waste. Burning of rubbish, trash, garbage or other waste shall not be permitted.

10. **Clearing and Burning.** No lot owner may do any field burning or other extensive burning of any nature without having first obtained approval from the Architectural Control Committee.

11. **Approval of Construction Plans.**

(a) No building shall be erected, placed or altered on any building lot, and no construction or alteration shall be commenced, nor shall there be any substantial change to the landscape on any lot, until the construction plans, site plan, and the location of all structures on each lot, schedules of expected start and completion, and specifications, including exterior finish and color scheme of all structures, have been approved by the Architectural Control Committee of the Association.

(b) All construction plans must be stamped by an architect or professional engineer licensed by the State of Wyoming. The identity and contracting license number of the general contractor and all major subcontractors shall be submitted to the Architectural Control Committee with the construction plans.

(c) The Architectural Control Committee shall have thirty (30) days after receipt of construction plans in which to approve, in writing, such plans and specifications. In the event plans and specifications are rejected because of noncompliance with the Protective Covenants of the Subdivision, the reason therefor shall be stated in writing.



(d) During the course of construction of any structure or system, the Architectural Control Committee shall have the right at all reasonable times to inspect the work to ensure that it conforms with the approved plans and with applicable local, county, state and federal regulations. The Architectural Control Committee, or its designated inspectors, shall have the right to inspect the building site prior to, during and at the end of all construction phases.

(e) Commencement of any construction or earth moving before approval has been granted by the Architectural Control Committee is a violation of these covenants.

(f) All construction in the subdivision must comply with the regulations of Sheridan County.

12. **Minimum Square Footage.** Unless the Architectural Control Committee decides otherwise in a specific case, the ground floor area of any single family dwelling, exclusive of porches, carports, decks or garages, shall not be less than 1,600 nor more than 3,000 square feet of living space. The term "ground floor" is defined as that floor or story of the residence which is below, at or no more than two feet above the highest elevation of the natural topography of the building site. For the purpose of calculating minimum square footage, a basement shall not be considered to be the ground floor.

13. **Garages Required.** No residence within the Subdivision shall be erected or approved unless it has an attached, semi-attached or detached garage capable of holding at least two conventional automobiles. All vehicles, including recreational vehicles, camping trailers and boats, shall be garaged. Exception to this restriction is granted for farm implements, horse trailers, and small livestock and utility trailers. Tools, lawnmowers, maintenance equipment, and similar items must be stored inside buildings or otherwise out of the view of other subdivision lots. Each lot must have sufficient driveway space (within the boundaries of each lot) for the parking of three guest automobiles.

14. **Setback.** No structure except fences shall be constructed with any part of the structure less than 25 feet from any lot line or from any access easement shown on the Subdivision plat. The Architectural Control Committee may grant a variance to this covenant if it deems it is warranted, provided that setbacks shall be no less than those permitted by Sheridan County.

15. **Height of Structures.** No structure, including radio and television towers, shall exceed a height of 26 feet above the elevation of the highest natural topography of the site on which it is constructed. The Architectural Control Committee may grant a



variance for the principal dwelling if it deems the architectural plan is desirable and the height does not obstruct the view of others.

16. **Avoidance of Sprawl.** All garages, barns, stables, or outbuildings shall be constructed and located in reasonable proximity to the residence on each lot.

17. **Building Materials and Colors.** Outbuildings shall be similar in appearance to the residence on each lot. All buildings and other structures in the Subdivision shall complement each other in design and color. No metal buildings shall be permitted. The acceptable materials for siding are brick, stone, stucco, dryvit, log and solid wood. Acceptable materials for roofs are wood or asphalt shingles, slate, tile, and metal. Unacceptable materials for siding or roofs are laminates or plastic. The Architectural Control Committee shall make the final determination as to whether a material or color is acceptable.

18. **Roof and Ground Mounted Equipment.** Roof mounted mechanical equipment shall be prohibited, except for antennas and satellite dishes less than three feet in diameter. Any exterior mechanical equipment must be wall mounted or ground mounted. Ground mounted equipment visible from other lots or subdivision roads must be screened with vegetation, fences, or landscaping of sufficient height and density to screen the equipment from view and to buffer noise.

19. **Maximum Size of Outbuildings.** No barn, stable, arena, separate garage or outbuilding shall exceed 40 feet in any horizontal dimension, unless the Architectural Control Committee approves a larger size, in writing.

20. **Occupancy.** No dwelling shall be occupied until exterior construction is substantially complete.

21. **Replanting/Landscaping.** All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover as soon as reasonably possible, but in no event more than one (1) year after substantial completion of construction. Landscaping plans must be submitted to the Architectural Control Committee for approval prior to commencement of landscaping work, and must be completed within 30 months of the date construction of the primary dwelling begins.

22. **Storage of Building Materials.** No building or building materials shall be stored on any lot for a period of longer than ninety (90) days unless substantial construction is actually in progress.



23. **Construction Quality.** The quality of design and construction, shall meet or exceed the strictest of (a) the Uniform Building Code, 1982 Edition, (b) the then-current construction standards required by the City of Sheridan, or (c) the then-current construction standards required by Sheridan County. Further, all construction shall be by a general contractor and subcontractors licensed by the City of Sheridan, Sheridan County, Wyoming.

24. **Construction Time.** All excavation and exterior construction, including paint and trim, shall be substantially complete within one (1) year after the commencement of work at the construction site. The Architectural Control Committee may grant a variance to this covenant if it deems it is warranted.

25. **Culverts.** Culverts shall be required, at the lot owner's expense, under all driveways where they meet or join with the Subdivision roads. The Architectural Control Committee may grant an exception to this covenant providing that the drive does not block drainage along Subdivision roads.

26. **Mineral Extraction.** No mineral, rock, sand or gravel extraction shall be permitted in the Subdivision.

27. **Abandoned Vehicles.** No derelict, nonfunctional, or abandoned vehicle, boat, equipment or device shall be permitted to be exposed on any lot. Any vehicle exposed on a lot must have current registration and plates, except for farm and other equipment which does not generally have license plates.

28. **Pets and Livestock.** Horses and mules may be kept and raised only for pleasure or as a hobby. Breeding of animals as a source of income shall be prohibited. Cattle, swine, sheep, goats, llamas and other livestock are prohibited, provided that cattle used for roping or cutting may temporarily occupy a lot and further provided that two such animals may be kept on a lot for 4-H, FFA or other similar youth purposes, with the permission of the Architectural Control Committee. Bulls, stallions, rams and billy goats are prohibited without exception. All animals shall be restrained on their owner's property. In order to avoid overgrazing and to preserve the aesthetic appeal of the Subdivision, each lot on which horses, mules or other livestock are pastured must have a corral, stable or barn for the purpose of confining such animals so they do not freely graze the entire lot on a full time basis. Any dog, cat or other animal shall not become a public nuisance. A dog that barks excessively or roams beyond its owner's lot shall be considered a public nuisance. Overgrazing shall be prohibited. The Architectural Control Committee shall have the authority to determine if and when overgrazing is occurring. There shall be, on a permanent basis, no more than four (4) horses or mules on each lot and the Architectural Control Committee shall have authority to order animals removed from lots in event overgrazing occurs. On a temporary basis, a larger



number of animals shall be permitted to graze off growth to reduce fire hazard or for recreational purposes, with the approval of the Agricultural Control Committee. At no time shall there be an animal population that causes an odor problem.

29. **Fences.** All fences shall be "horse safe." The Architectural Control Committee must approve the style and materials of fences before construction.

30. **Offensive Activity.** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done which may be or may become an annoyance or nuisance to the owner of any lot. Hunting with firearms on any part of the lots is forbidden. Shooting with firearms and the use of fireworks on any part of the lots is prohibited. Archery equipment may be used to hunt deer, antelope or elk only with the consent of the owners of all five (5) lots in the Subdivision, on a year-to-year basis.

31. **Safe Condition.** Each lot shall be maintained at all times in a safe and sanitary condition. Owners of lots shall repair and correct any condition which might or does interfere with reasonable enjoyment of their lots by other owners within the Subdivision.

32. **Signs.** No signs, billboards, posters or advertising devices of any kind of character shall be erected or displayed upon any lot except (a) approved signs displayed to identify the occupants of a dwelling, and (b) "for sale" signs which shall not exceed four square feet in area.

33. **Maintenance of Lots.** All lots shall be maintained in an orderly manner. Waste and refuse are to be kept in closed containers appropriately screened from public view and shall be moved to a public dump at time of disposal. Garbage or trash may not be burned.

34. **Exposed Tanks.** Swimming pool filter tanks, gasoline or fuel oil tanks, propane tanks and similar tanks shall be enclosed, buried or otherwise appropriately screened so that they will not be visible from the street or from adjoining lots.

35. **Domestic Water.** Lot owners shall be required to connect to the Sheridan Area Water Supply. Connection to the Sheridan Area Water Supply shall be at the lot owner's expense. There shall be only one tap per lot. Domestic water supplied by the Sheridan Area Water Supply shall be used only for interior or livestock watering use and shall not be used for irrigating exterior lawns, gardens or landscaping, except as authorized by the Sheridan Area Water Supply. Lot owners who connect to the Sheridan Area Water Supply shall be subject to the rules, regulations and procedures of the Sheridan Area Water Supply.



36. **Irrigation System and Water Rights.** Irrigation water shall be delivered to the Subdivision for the purpose of watering lawns, gardens and pastures and other exterior use. All ditch, irrigation water, and reservoir water rights and the irrigation system used to deliver irrigation water to the Subdivision shall be owned by the Association, which shall have authority to regulate the use of same. Nothing contained herein shall create any liability, claim, or cause of action against the Declarant, the Association or any lot owner for failure to supply such irrigation water.

37. **Sewage Systems.** No sewage disposal system shall be constructed, altered, allowed to remain or used unless fully approved as to design, capacity, location and construction by the Wyoming Department of Environmental Quality and/or the Sheridan County Engineer's Office. All systems must comply with applicable current public health standards.

38. **Utility Poles.** Poles for public utilities, yard lights or for any other purposes (other than at gates in fences or corrals or for children's swings or similar recreational purposes) shall not be permitted.

39. **Yard Lights.** There shall be no yard lights left burning all night. This restriction applies to those lights that are controlled by a light sensing device or turn on or off at preset times. Those lights controlled by a motion sensor or a light sensor and an elapsed-time off switch are desirable and shall be permitted.

40. **Motor Vehicles**

(a) All motorcycles and similar vehicles (including but not limited to motorbikes, trail bikes, motor scooters, and all-terrain vehicles) and all recreational vehicles, trucks, pick-ups, automobiles and wheeled vehicles of any kind, which are used or operated on the dedicated roads within the Subdivision, must obey all posted speed limits, comply with legal licensing requirements (both as to the vehicle and the driver or operator thereof), and must comply with and obey all laws, rules and regulations of the State of Wyoming and the County of Sheridan relating to the ownership, licensing, operation and use of such vehicles. Use of snow machines in the Subdivision shall not be permitted, except when required for ingress and egress during periods of inclement weather.

(b) Licensed and registered motorcycles, all-terrain and similar recreational type vehicles, motorbikes, and trail bikes may be used in the Subdivision provided they are not operated in an unsafe, noisy or offensive manner. All vehicles of any kind shall be operated at noise levels which are at least as quiet as factory noise levels.



41. **Hay Storage.** Hay may not be stacked or stored on any lot except for (a) short periods of time immediately following harvesting of hay from a Subdivision lot, (b) in a barn or storage building, or (c) out of sight of all other residences within the Subdivision and the approaches to the Subdivision along both public and Subdivision roads.

42. **Utility Easements**

(a) Ten (10) foot easements and rights of way along each lot line or access easement shown on the Subdivision plat are hereby reserved for underground wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, water, cable television facilities or other public or quasi-public utility service purpose, together with the right of ingress and egress at any time for the purpose of further construction and repair. All easements are for the benefit of utilities placed in the Subdivision only, and such easements shall not be used for utilities which supply or serve any land outside the Subdivision.

(b) All utilities within the Subdivision shall be placed underground. The utility company will provide for the installation of the utilities to a point adjacent to or across the road from each lot. The owner of each lot will be responsible for installing the utilities on their lot, said installation to be at the cost of the owner of such lot.

43. **Rental of Lots.** An owner of a lot who leases or rents his lot to any person shall be responsible for ensuring compliance with these covenants by his lessee or renter, and the owner and the lessee shall be jointly and severally responsible for any violations of these covenants.

44. **Access Roads.** No lot owner shall create any separate access road to a public road or to adjacent property other than the roads which are shown on the Subdivision plat.

45. **Saddle View Meadows Subdivision Landowners Association and Architectural Control Committee**

(a) The Association is a non-profit association created under the Wyoming Unincorporated Non-Profit Association Act (W.S. §§ 17-22-101 *et seq.*) as the same now exists or may hereafter be amended, for the purpose of interpreting and enforcing these Protective Covenants, holding



and administering water rights, maintaining Subdivision roads, lands and facilities, and otherwise acting for the common benefit of the owners of lots in the Subdivision.

(b) The Association shall consist of five (5) members. The members of the Association shall select one member as President. All actions of the Association shall be by majority vote, unless otherwise specified herein. Until such time as four (4) lots in the Subdivision have been sold by Declarant, the initial Association shall consist of representatives selected by Wagonspoke, LLC (or its successors in interest to Subdivision lands).

(c) When four (4) of the five (5) lots in the Subdivision have been sold, there will be an election for Association members. Members of the Association must be lot owners. In any election, each lot shall have one vote. Once four (4) lots have been sold by Declarant, elections for members of the Association shall be held annually. Upon the death or resignation of any member, the remaining members shall have the authority to designate a successor who shall remain on the board until the next annual election. Notices of the annual meeting shall be hand delivered or mailed to all lot owners at their last known addresses.

(d) The Association shall also be the Architectural Control Committee for the Subdivision.

46. Enforcement of Covenants

(a) The members of the Association shall have the right and authority to determine compliance with, interpret and enforce the covenants contained herein, and to reasonably allocate among Subdivision lots and assess costs for the improvement, maintenance and repair of the irrigation system, to ensure that roads are maintained, that snow is removed from roads, that noxious weeds are controlled, and to perform any other activities that keep the Subdivision in good repair and appearance.

(b) Upon the violation of any covenant, or upon the failure to pay any assessment, written notice of such violation or failure shall be directed to the violator, who shall have ten (10) days after receipt of the said notice to correct the violation or pay the assessment due. If said violation is not corrected or payment is not made within such ten (10) day period, the Association may enter and take possession of the violator's premises and correct the violation at the violator's expense. In addition to the cost of



correcting the violations of covenants, the violator may be assessed damages at the rate of One Hundred Dollars (\$100.00) per day for each day the violation continues after the ten (10) day notice period.

(c) If any assessment remains unpaid after ten (10) days after it becomes due, such assessment shall bear interest at 18% per annum.

(d) At its discretion, the Association may extend the period for compliance with a covenant violation if it determines that reasonable steps are being taken to correct the violation. In the event suit is required to collect any sums due or to enjoin the violation of any of the covenants contained herein, the violator, in addition to any of the other penalties provided herein or which may be assessed by a court, shall be liable for all attorneys' fees and other costs incurred by the Association in enforcing these covenants.

47. **No Liability.** Neither the Declarant, the Association, the Architectural Control Committee, nor any member of each shall be personally liable to any person for any damage or loss suffered or claimed on account of (a) the approval or disapproval of any construction or landscaping, (b) the construction or performance of any work undertaken by the Association or the Architectural Control Committee, or (c) the development or manner of development within the Subdivision.

48. **Lien.** The Association shall have a lien against each lot to secure the payment of any assessment provided for herein or the cost of correcting any violation of these covenants, plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorneys fees. Such lien shall have priority as of the date these covenants are recorded in the office of the Sheridan County Clerk and Ex-Officio Recorder of Deeds. The lien may be foreclosed in the manner provided for the foreclosure of real estate mortgages in the State of Wyoming.

49. **Capital Improvements.** Capital improvements within the Subdivision, such as paving of roads, shall require the affirmative vote of four (4) of the five (5) lots within the Subdivision. Should any capital improvement be approved, the cost of such capital improvement shall be shared equally by each lot served by such capital improvement in the Subdivision. Assessment of routine maintenance and repair costs shall require the affirmative vote of three (3) of the five (5) lots in the Subdivision

50. **Invalidity.** In the event any one of the covenants or restrictions contained herein, or any portion thereof, is invalidated by a judgment or court order, the remaining provisions shall remain in full force and effect.



51. **Amendment.** These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of four (4) of the five (5) lots in the Subdivision. For the purpose of amending these covenants, each lot shall have one vote.

52. **Duration of Covenants.** These covenants shall run with the land and shall be binding upon all parties and all persons owning such land for a period of twenty-five (25) years from the date hereof. Thereafter, the covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the owner or owners of four (4) of the five (5) lots in the Subdivision, by which such owner or owners agree to repeal or amend these amendments, has been recorded in the records of the Sheridan County Clerk.

53. **Enforcement.** These covenants may be enforced by any lot owner, the Declarant, or the Association against any person or persons violating or attempting to violate these covenants, either to restrain or enjoin the violation, or to recover damages for the violation, or both, or to enforce any lien created by these covenants. Declarant shall have no obligation to enforce these covenants.

54. **Binding Effect.** These covenants shall be binding upon and enure to the benefit of each owner of lots within the Subdivision, and the heirs, personal representatives, successors and assigns of each of them.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Protective Covenants for the Saddle View Meadows Subdivision as of the year and date first above written.

DECLARANT:

WAGONSPOKE, LLC



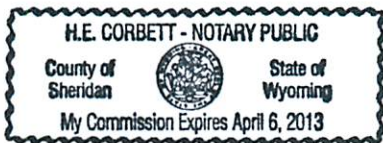
Roger St. Clair - Manager



STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing Declaration of Protective Covenants, Saddle View Meadows Subdivision, Sheridan, Wyoming, was acknowledged before me this 21 day of July, 2011, by Roger St. Clair, Manager of Wagonspoke, LLC.

WITNESS my hand and official seal.





Notary Public

(HEC:rb 01-27-11)

NO. 2011-689433 DECLARATION OF COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
ROGER ST. CLAIR 40 E WORKS
SHERIDAN WY 82801