



**DECLARATION OF PROTECTIVE COVENANTS FOR
MORRISON RANCH FILING NO. 1
Sheridan, Wyoming**

THIS DECLARATION OF PROTECTIVE COVENANTS FOR MORRISON RANCH FILING NO. 1, hereinafter "Declaration", is made this 26th day of February 2018, by MORRISON RANCH, LLC, a Wyoming close limited liability company, with principal offices located in Sheridan County, Wyoming, hereinafter referred to as the "Declarant".

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner of all lands embraced in the Final Plat of the Morrison Ranch Filing No. 1, hereinafter "Morrison Ranch" or "Final Plat", which is platted and of record in Drawer M, Plat No. 71 in the office of the County Clerk and Ex-Officio Register of Deeds of Sheridan County, Wyoming and such Final Plat is by reference specifically made a part hereof in all respects as if fully set out herein; and

WHEREAS, the Declarant intends to sell all of the Lots contained within Morrison Ranch.

NOW, THEREFORE, all of the Lots, Outlots, easements, and portions thereof shall be held, transferred, sold, or conveyed by the Declarant, or by it contracted to be sold, subject to the covenants, conditions, restrictions, and reservations now on record, and upon the following express covenants, conditions, restrictions, reservations, and other provisions set forth herein, and each and all of which is and are for the benefit of said property and for each owner of said property, and shall inure and pass with said property, and shall apply to and bind each owner of said property and the successors in interest of said owner thereof, and are imposed pursuant to a general plan for the improvement of the aforementioned property. It is the intent of these protective covenants that the Morrison Ranch Home Owner's Association, hereinafter the "Association", the Morrison Ranch Design Review Committee, hereinafter the "MRDRC", and/or each individual Lot owner shall have proper standing for the enforcement of the restrictions contained herein.

1. All Lots within Morrison Ranch shall be known and described as set forth in the Final Plat and will be restricted by all the covenants, conditions, restrictions, reservations, and other provisions set forth herein.
2. The Outlots as designated on the Final Plat shall not be developed or any structure placed on such lands except as consistent with recreational and park facilities and only as approved by the Association. The Lot owners through the Association shall be responsible for the control, improvement, maintenance, and/or repair of the Outlots as set forth in the Final Plat.
3. Declarant may add or annex additional real property contained within the Morrison Ranch P.U.D. to the scheme of this Declaration by filing of record a supplementary Declaration Of Protective Covenants which shall extend the scheme of the covenants, conditions, restrictions, reservations, and other provisions set forth in this Declaration to such property, provided, however, that such supplementary declaration may contain such complementary additions and modifications of the covenants, conditions, restrictions, reservations, and other provisions set forth in this Declaration as may be necessary to reflect the different character, if any, of the added property so

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long as they are not inconsistent with the concept and scheme of this Declaration. In the event any person or entity other than the Declarant desires to add or annex additional residential and/or common land to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of seventy five percent (75%) of the Lot owners prior to the addition or annexation. Any addition made pursuant to this paragraph, when made, shall automatically extend the jurisdiction, functions, duties, and membership of the Association and all benefits and burdens of this Declaration to the properties added.

4. The Association shall control, operate, maintain, and improve all common Outlots, easements, and any other common land contained within Morrison Ranch excluding public streets.

5. The Association, in its sole and absolute discretion, shall have the authority to allocate and assess dues upon all Lot owners and fees upon individual Lot owners for the costs of the completion of its duties. The assessments relating to control, operation, maintenance, and improvement must be rationally related to the actual expenses incurred or expected to be incurred by the Association and must be assessed per Lot. The MRDRC and/or the Association, in their sole and absolute discretion, may assess a fee not to exceed \$500.00 for review of plans, drawings, specifications, and/or similar documents submitted to the MRDRC and/or to the Association. Property or Lots owned by the Declarant which have not been sold to a third party or which have been conveyed to a third party related to, controlled, or owned by the Declarant are not subject to any assessment imposed. Property owned by the Association or which has been conveyed to a third party related to, controlled, or owned by the Association is not subject to any assessment imposed.

6. The Association will consist of at least three (3), but no more than eleven (11), directors. A director must be a Lot owner in Morrison Ranch, but may be a non-owner representative appointed by the Declarant. Initially, the Association will be comprised of directors appointed at the sole and absolute discretion of the Declarant. The directors of the Association will continue to be comprised of individuals appointed solely at the discretion of the Declarant until such time as seventy five percent (75%) of the Lots (excluding conveyances to third parties related to, owned by, or controlled by the Declarant or its members) in Morrison Ranch have been sold or conveyed by the Declarant. The directors appointed by the Declarant shall serve at the sole and absolute discretion of the Declarant and may be removed and replaced by another appointed representative of the Declarant in its sole and absolute discretion. Upon the sale of seventy five percent (75%) of the Lots in Morrison Ranch by the Declarant, the Lot owners shall annually elect the directors of the Association. Any vacancy shall be filled by the majority vote of the remaining directors acting as the entire Association for that purpose. A director elected to fill a vacancy shall only be elected for the unexpired term of his or her predecessor in office. A director may be removed by the vote of a majority of the Lot owners and/or by the other directors with or without cause at a meeting of the Association called for such purpose, notice of which is given to all Lot owners at least thirty (30) days, but not more than sixty (60) days in advance of the meeting. The directors of the Association shall appoint the members of the Morrison Ranch Design Review Committee, hereinafter the MRDRC. The MRDRC will consist of at least three (3), but no more than five (5), members. The members of the MRDRC serve at the pleasure of the Association directors and may be removed with or without cause by a vote of a majority of the directors.

7. No residential Lot shall be used except for residential purposes. Any business activity must be approved by the Association and must comply with applicable City ordinances.

8. No building may be constructed, erected, altered, placed, or permitted to remain on any residential Lot other than a residential dwelling. All buildings must be of new construction and such construction shall be constructed on-site by contractors licensed by the City of Sheridan, Wyoming. No building that is constructed off-site and/or requires transportation to any Lot, either whole or in partial assembly, will be permitted, including but not limited to mobile homes, stock modular homes or buildings, manufactured homes or buildings, or any other structure requiring transportation and assembly in a partially completed state.

Each residential dwelling must be constructed with an adequate off-street parking area and a garage for at least two (2) vehicles per residential dwelling. Any garage, shop, storage building, or other structure must be constructed such that it is attached to the residential dwelling and architecturally and esthetically incorporated therein. Provided, however, one detached 250 sq. ft. bonus-room building may be allowed on each single-family lot, but no other structure may be detached from the residential dwelling.

9. No building or any portion thereof may be constructed, erected, renovated, altered, repaired, replaced, painted, or permitted to remain as such on any Lot until all construction plans, drawings, specifications, and/or similar documents and a plot plan have been approved in writing by the MRDRC. A Lot owner shall first submit all architectural, engineering, design and/or landscaping plans, drawings, specifications, and/or similar documents and a plot plan (hereinafter collectively "submission") to the MRDRC and must first obtain approval in writing prior to commencing any construction, renovation, alteration, repair, replacement, painting. All submissions must include exterior design and drawings, exterior color schemes, exterior color and material samples, and landscaping and surface water drainage plans. The Association will have forty-five (45) days to review and offer comments on or provide an approval or rejection of a submission as to design, style, color scheme, material, appearance, and location. Any change made to any submission after approval, but before, during, or after construction must also be submitted to the MRDRC and must, accordingly, receive prior written approval as set forth above.

No substantial change may be made in or to the landscape of any Lot of any portion thereof without a submission to the MRDRC and its prior written approval as set forth above.

No fence, gate, wall, and/or similar structure or any portion thereof may be constructed, erected, installed, renovated, altered, repaired, replaced, painted, or permitted to remain as such without a submission to the MRDRC and its prior written approval as set forth above. All fences, gates, walls, and/or similar structures must be of quality material, must be constructed and maintained in such a manner so as not to otherwise detract from the appearance of the property or a neighboring property, may not be higher than six (6) feet, and, except for corner Lots, may not extend into the front yard of the residential dwelling.

No fence, gate, wall, and/or similar structure, tree, bush, hedge, or any other object or obstruction of any kind may be constructed or placed upon any easement without prior written approval of the MRDRC and such items are and remain subject to the terms of such easement.



All submissions of any kind approved by the MRDRC are not approved for engineering, design, safety, compliance with zoning and building ordinances or codes, or any defect in any structure or landscaping constructed from such submissions. By approving any submission, neither the MRDRC and any member thereof, nor the Association and director thereof, nor the Declarant and its manager or members assume any liability or responsibility therefor. Neither the MRDRC and any member thereof, nor the Association and any director thereof, nor the Declarant and its manager or members shall be liable to any Lot owner or any other person for any damage, loss, or prejudice suffered or claimed on account of (a) any comments on or the approval or disapproval of any submission, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to an approved submission, or (c) the development, or manner of development of any property within Morrison Ranch. Approval by the MRDRC of any submission is not, and shall not be deemed to be, a representation or warranty that said submission complies with applicable governmental ordinances or regulations including, but not limited to, zoning ordinances and building codes.

10. Each residential dwelling and bonus-room building must use or incorporate the same siding and roofing material and must use substantially similar siding and roofing material upon any renovation, alteration, repair, and/or replacement.

11. The minimum ground floor (main floor) area of each residence, exclusive of attached porches, garages, shops, and/or storage areas shall not be less than:

- Single Story 1,400 sq. ft.
- Multi Story 1,000 sq. ft.

No structure shall exceed 35 feet in height as measured from the top of the curb in the center of the front Lot line or a side Lot line if on a corner Lot to the highest point on the structure, provided, however, no structure on Lots 11 through 16 shall exceed 30 feet in height as similarly measured.

12. No residential dwelling may be occupied until the exterior construction is entirely completed, all utilities have been installed and are operable, and a certificate of occupancy has been issued by the City of Sheridan Building Department or successor department. No structure of a temporary character, including but not limited to a trailer, basement, tent, shack, garage, outbuilding, bonus-room building, or other structure may be used on any Lot at any time as a residence either temporarily or permanently.

13. Any communication dish, antenna, tower, or similar device or structure must be placed on the residential dwelling. A dish may not be greater than two (2) feet in diameter and an antenna or tower may not be longer or taller than four (4) feet. Any communication dish, antenna, tower, or similar device or structure must be approved by the Association in writing prior to installation.

14. All construction must be completed within 18 months from beginning construction on any building or buildings and all landscaping must be completed within 30 months from beginning construction.



15. No building material may be stored on any Lot for a period of longer than ninety (90) days unless substantial construction is actually in progress.

16. Owners of Lots having utility and/or access easements in accordance with City regulations, as shown on the Final Plat, and/or otherwise recorded and of record shall maintain such easements free of any fence, gate, wall, and/or similar structure, tree, bush, hedge, or any other object or obstruction of any kind unless approved by the Association. Owners of Lots having drainage easements recorded and of record shall not dig, fill, backfill, obstruct, or change the grade of the land subject to the drainage easement without the prior written consent of either the City of Sheridan, its successors and assigns, or the Association and shall not install landscaping and/or construct structures such as fences and/or other improvements therein without the prior written consent of the Association.

17. Each Lot owner shall maintain the entire Lot, all buildings, landscaping, and lawns to match the adjacent Lots and homes at all times prior to and after construction. Such maintenance includes but is not limited to keeping the Lot and/or landscaping mowed and free of weeds. Each Lot owner shall be responsible for maintaining the landscaping of all easements and/or access easements on a particular Lot.

18. No recreational vehicle or trailer of any kind, including but not limited to a camper, camper trailer, motor home, mobile home, fifth wheel, boat, all-terrain vehicle, 4-wheeler, side by side, utility task vehicle, snowmobile, or similar vehicle or a trailer of any kind used to store or transport any of the foregoing, may be permanently parked or stored on any Lot without being parked or stored within a garage. For purposes of this paragraph permanent means not more than fourteen (14) consecutive days and/or not more than thirty (30) total days per year.

19. No portion of the property may be used or maintained as a dumping or storage ground for rubbish, trash, garbage, or other waste, either natural or man-made, and all such rubbish, trash, garbage, or other waste must be kept in a container or containers supplied by the City. All equipment, including but not limited to lawn mowers and any other type of lawn, garden, or construction equipment must be kept and stored in the attached garage or bonus-room building.

20. No noxious or offensive activity may be carried on upon any Lot by any person, nor may anything be done thereon which may be or may become an annoyance or nuisance to the owner of any other Lot within Morrison Ranch. The discharge of firearms on any part of Morrison Ranch is specifically prohibited.

21. No animals, birds, or livestock of any kind may be kept, raised, or maintained on a commercial basis within Morrison Ranch. No person may keep, raise, or maintain any poultry or fowl or swine, goat, horse, or other livestock within Morrison Ranch. Any dog, cat, or other pet which may be kept shall be controlled by the owner thereof, so that it shall not become a public nuisance. Except as provided for in, or as modified by, this paragraph, any current or future ordinance of the City of Sheridan relating to the ownership, control, or limitations regarding pets and/or animals shall be applicable to Morrison Ranch and each Lot owner.

22. The streets within Morrison Ranch are constructed as boulevards with space between the back of curb and sidewalk ("boulevard strip"). It is required that for every 100 feet of



Lot front the Lot owner plant and maintain growth of two deciduous trees, as equally spaced as practicable, within the boulevard strip along the front of the Lot. The minimum starting size of the trees shall be a minimum height of ten feet or a minimum trunk diameter of one and one-half inches (1 1/2"). The species of trees to be planted shall be from the following selection: Burr Oak, Kentucky Coffee Tree, Northern Red Oak, Ohio Buckeye, Purple Robe Locust, Scarlet Oak, Swamp White Oak, Western Catalpa, Western Hackberry, or White Oak. If a Lot owner fails to plant such trees or maintain them, including but not limited to trimming each tree so that its branches do not interfere with pedestrians and/or vehicular traffic, the Association may hire any individual or entity to do so, without any liability to the Lot owner, and shall charge the entire cost thereof to the Lot owner and the Lot owner shall pay all such costs.

23. One "For Rent" or "For Sale" sign, which may not be larger than six (6) square feet, is permitted on each Lot or in or attached to the front of each home. One (1) sign for temporary, single events, such as a garage sale sign, is permitted for up to one (1) week. One sign with the street number and/or family surname is permitted on each Lot or in or attached to the front of each home, subject to the prior written approval by the MRDRC. Signs indicating security protection are permitted, subject to the prior written approval by the MRDRC, provided that such signs are ground or wall mounted, no larger than one square foot, limited to two per lot (one for the front yard and one for the rear yard). Each general contractor, during active new construction or during active construction of a major addition to an existing home may display a single construction sign, no larger than six (6) square feet. No other signs or signage shall be allowed.

24. Upon written request, the Association may, in its sole and absolute discretion, grant a variance to the limitations contained in these covenants when strict compliance with these covenants would result in an extraordinary hardship on or to a Lot owner, but only to the extent of ten percent (10%) of the numerical restrictions and only to the extent that the requested variance is consistent with the intent and purpose of these covenants which is to insure a subdivision that is aesthetically attractive and a desirable area. The Association may, in its sole and absolute discretion, comment on or approve or disapprove the request for a variance within forty five (45) days of the written receipt thereof. Failure of the Association to comment on or approve or disapprove a request for a variance within the forty five (45) day period will neither be deemed an approval, nor a waiver of the requirement for approval, and will be deemed a denial of the requested variance.

25. No person may re-subdivide any Lot within this subdivision that would cause any Lot to be smaller than its original size. The Association may allow a re-subdivision of two or more Lots such that the resulting Lot or Lots are all larger than the prior Lots which comprised the re-subdivision, provided, however, any re-subdivision must be permitted through the City of Sheridan and shall be subject to rules, regulations, and requirements imposed by the City.

26. All lawn and landscape watering must be from the City of Sheridan water services supplied to the individual Lots. There are no water, irrigation, ditch, well, or reservoir water rights of any kind transferred by the Declarant.

27. All utilities in Morrison Ranch will be placed underground unless otherwise approved by the Declarant or the Association. Each Lot owner shall be responsible for installing the utilities on their Lot, said installation to be at the cost of the owner of such Lot.

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28. Easements, access easements, drainage easements, and rights of way as shown or indicated on the Final Plat and/or otherwise recorded and of record are hereby reserved in Morrison Ranch for utilities, including but not limited to poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephone, sewer, water, cable television and internet facilities, or other public or quasi-public utility service purposes that now exist or may be developed in the future, and for surface water drainage together with the right of ingress, egress, and aggress at any time for the purpose of further construction, improvement, maintenance, and repair.

Declarant hereby reserves to itself, and its assigns, perpetual easements across such land as indicated in the Final Plat and/or otherwise recorded and of record and all irrigation and drainage swales and ditches presently in existence (or hereafter constructed or confined with the consent of the landowners across which the water flows) for the purpose of construction, improvement, maintenance, repair, and operation of the utility systems and conveyance of surface and/or irrigation water. The Lot owners through the Association shall be responsible for the improvement, maintenance, and repair of the easements set forth in the Final Plat and/or otherwise recorded and of record.

29. Morrison Ranch is located in close proximity to the Sheridan County Airport and no Lot owner or resident, nor a Lot owner's or resident's legal representatives, successors, or assigns may have a cause of action against the Declarant, its legal representatives, successors, or assigns, or the City or County of Sheridan, Wyoming arising out of the noise or any other disturbance which may result from the legal operation of aircraft in the airspace over and adjacent to Morrison Ranch.

30. The Association, in its sole and absolute discretion, shall have the right and authority to determine compliance with the covenants, conditions, restrictions, reservations, and other provisions set forth herein. Upon a violation of any covenant, condition, restriction, reservation, and other provision or upon the failure to pay any assessment, fee, or reimbursement provided for hereunder when due, written notice of such violation or failure shall be directed to the Lot owner and/or the violator, who shall have ten (10) days after receipt of said notice to correct the violation or pay the assessment, fee, or reimbursement due. If said violation is not so corrected and/or payment is not made, the Association, or its assign, may enter the violator's premises and correct the violation and recover from the violator any costs or damage incurred in correcting such violation, without any liability. In addition, damages may be assessed against the Lot owner and/or violator at the rate of \$25.00 per day for each day the violation continues after the ten (10) day notice. In the event a lawsuit is filed to collect any sum due or to enjoin the violation of any of the covenants, conditions, restrictions, reservations, and other provisions set forth herein, the Lot owner and/or violator, in addition to any of the other remedies provided herein or which may be assessed by a Court, shall be liable for all reasonable attorney's fees and costs incurred by the Association; its legal representatives, successors, or assigns in bringing such action. This paragraph may not be construed to limit standing to enforce these protective covenants by an individual Lot owner. It is the intent of the Declarant that any Lot owner may seek to enforce these protective covenants with the same rights and remedies afforded the Association, including but not limited to the enjoining of any violation, recovery of damage, recovery of the \$25.00 per each day of violation, which recovery shall be contributed to the Association, and recovery of any and all reasonable attorney's fees and costs.



31. These covenants may be amended or altered upon the prior written consent and approval of seventy five percent (75%) of the Lot owners in Morrison Ranch and recorded as provided by and in accordance with law. Any such amendment or alteration is and will be binding on all the Lots located within the Morrison Ranch

32. Each Lot shall be considered to have one (1) vote for any purpose or matter set forth in these covenants for which a vote is provided or necessary, even if the Lot is owned by more than one person or entity. Declarant, as the owner of any unsold Lot, is entitled to one (1) vote for each Lot the Declarant owns. Cumulative voting will not be allowed.

33. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five (25) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive period of ten (10) years unless an instrument agreeing to amend or alter these covenants in whole or in part has been signed by seventy five percent (75%) of the then Lot owners and recorded as provided by and in accordance with law.

34. In the event any one of the covenants, conditions, restrictions, reservations, or other provisions contained herein is invalidated by law, judgment, Court Order, or otherwise, the remaining covenants, conditions, restrictions, reservations, or other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this DECLARATION OF PROTECTIVE COVENANTS FOR MORRISON RANCH FILING NO. 1 this 26th day of February 2018.

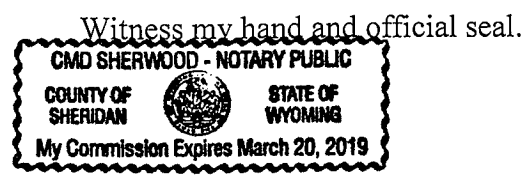
Declarant: Morrison Ranch, LLC, a Wyoming close limited liability company

By: Martha I. Hilleby
Martha I. Hilleby, Manager

STATE OF WYOMING)
 : ss.
COUNTY OF SHERIDAN)

NO. 2018-740757 DECLARATION OF COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
YONKEE & TONER P O BOX 6288
SHERIDAN WY 82801

The foregoing instrument was acknowledged before me by Martha I. Hilleby in her capacity as Manager of Morrison Ranch, LLC, a Wyoming close limited liability company, Declarant, this 26th day of February 2018.



[Signature]
Notary Public

My Commission Expires: 3-20-2019

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