

DECLARATION OF COVENANTS AND EASEMENTS *BOBCAT ESTATES*

This Declaration (referred to hereinafter as the "Declaration" or the "Covenants") is made effective February 7, 2023, by BH Bobcat, LLC, a Wyoming limited liability company (as the "Declarant"), who has declared that the property described as Bobcat Estates subdivision, as described in the Final Plat thereof, recorded in the Sheridan County Clerk's office on February 7, 2023, as Plat B, No. 80, Document No. 2023-783913 (referred to herein sometimes as the "Subdivision") shall be held, transferred, and occupied subject to the covenants, conditions, restrictions, easements, and liens (collectively the "Covenants") set forth in this instrument.

SECTION A. STATEMENT OF INTENT & DEFINITIONS

1. **Intent.** It is the intent of these covenants to protect and enhance the value, desirability and aesthetics of the Subdivision; to protect Lot Owners from development and use of other Lots within the Subdivision which may depreciate the value and/or impair the enjoyment of their Lot(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the Lots and improvements thereon; to encourage the construction and maintenance of appropriate improvements; to insure and encourage the provision of adequate and suitable landscaping; and to provide for the maintenance and improvement of the interior roads of the Subdivision. The restrictions imposed by these covenants are intended to be kept to a minimum necessary to preserve the right of Lot Owners to enjoy the Subdivision in attractive surroundings free of nuisances, undue noise and danger. It is the further intent to provide by these Covenants that disturbance of the natural environment be kept to a minimum.

2. **Definitions.** The following words used in this Declaration shall have the following meanings:

- a. "Association" is defined hereafter as Bobcat Estates Homeowners Association, a not-for-profit homeowners' association (which is incorporated herewith) which shall consist of the Declarant and the Owners of the Lots, and shall have the power and duty to administer and enforce this Declaration, as set forth hereinafter.
- b. "Committee" means the body vested with the operational management and architectural control of the Subdivision, as further defined below.
- c. "Common Area" means those portions of the Plat which are owned or controlled by the Association and described and shown on the Plat and as set forth herein, including the outlots, the roadways, the irrigation systems and the access and utility easements.
- d. "Lot" means the 22 parcels of land shown and described separately on the Plat, made a part of the Subdivision and made subject to the burden and benefits of these Covenants. The specific definition of the types of Lots within the Property are as follows:

- e. "Outlot" means the two parcels shown on the Plat as Outlot A and Outlot B, which may be used as set forth hereinafter or as otherwise permitted by Sheridan County and the Committee.
- f. "Owner" means a person(s) or entity who is the record owner of a fee or undivided fee interest in any Lot subject to these Covenants, excluding any person or entity who holds a lien or interest in a Lot as security for the performance of an obligation.
- g. "Property" means all of the real property described in and shown on the Plat of Bobcat Estates and which is the subject of this Declaration.

All Lots within the Subdivision shall be restricted by the Covenants as follows:

SECTION B. BOBCAT ESTATES

This Declaration is intended to specifically benefit and burden each Lot, tract and parcel located within the Subdivision as follows:

1. **RESIDENTIAL USE.** The Lots shall be used and occupied primarily as single-family residential home sites and the Owners thereof will have full use and enjoyment of these homesites, subject to these Covenants and all applicable laws and regulations.

2. **ASSOCIATION MANAGEMENT AND ARCHITECTURAL CONTROL COMMITTEE.** An Association Management and Architectural Control Committee for the Subdivision is hereby created and constituted (referred to herein as the "Committee"). The Committee shall initially be comprised of Declarant or its desinee. After all Lots are sold, conveyed and residences built upon, then thereafter the Committee shall be composed of three (3) Members who shall be elected by the Association for two-year terms by a majority vote of the Owners at the annual meeting of the Association for the calendar year. The Association may, at any time thereafter, call a special meeting and, by majority vote, remove and replace any member of the Committee, for cause or without.

All notices to the Committee required herein shall be sent to the address designated by the Committee from time to time. All Committee actions or decisions shall be by a majority vote. A majority of the Committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or resignation of any member, the remaining members shall have full authority to designate a successor. The members of the Committee shall be entitled to any compensation of any kind for services performed pursuant to these Covenant but they are authorized to hire professionals as needed.

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this provision, or any provision in this Declaration. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the Owner, and any approval or permission granted by the Committee shall not in any way be construed to mean acceptance or approval of any submission to any private or governmental agency.

3. **CONSTRUCTION OF IMPROVEMENTS – APPROVAL REQUIRED.**

a. Prior Approval Required; Aesthetic Guidelines/Standards. No building, improvement or fencing shall be constructed or erected upon any Lot until the Committee has approved the site plan and the construction plans and specifications submitted to it by the Lot Owner in the form and manner set forth herein.

The Committee has adopted general architectural guidelines and standards (herein the "Guidelines") that will guide the accepted aesthetics of construction within the Subdivision, a copy of which is incorporated herein by reference and which may be amended by the Committee from time to time. A current and correct copy shall remain on file of the Committee and the Association and any Owner will be provided a copy upon request.

The Declarant has identified four (4) areas within the Subdivision (e.g., the Summit, the Meadows, the Stables and the Estates), each of which will have a common theme throughout the Subdivision but will have slightly different requirements in the Guidelines due to the location of the homesites and their likely effects on the neighboring Lots.

The Committee reserves the right to require the Owner to submit the information required herein and such additional information which it deems necessary for its determination and, if the Committee seeks additional information, the time period for its decision shall not start until such additional information is received by the Committee. The Committee shall consider each such application as to quality of workmanship and materials described, conformance with this Declaration and harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with respect to topography and finish grade elevations. The Committee shall advise the Owner in writing of its decision within thirty (30) days of receipt of the application and submission of all additional information required by the Committee. In the event that the Committee disapproves any submitted plan, it shall inform the applicant, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such plan to secure approval.

In the event the Committee fails to approve or disapprove any such plan properly submitted within thirty (30) days after receipt of all required information and any other information, the Committee's failure to approve or reject the application shall not constitute a waiver of the rights of the Committee, the Association or any Lot Owner.

In the event that any construction is commenced upon any Lot within the Subdivision without having first secured Committee approval, the Committee and/or the Association and/or any Owner of a Lot within the Subdivision may institute an action to enjoin such construction until Committee approval has been granted. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees, expert witness fees and costs of such action.

b. Requirements of Submissions. All submissions to the Committee must include, at a minimum:

- i. The floor plan of the structure(s) with square footage indicated;
- ii. An elevation showing the front, sides and rear exterior elevations of all structures;
- iii. A description on the drawings or on a separate specification sheet of the type and color of all exterior finishes and materials and roofing materials.
- iv. A site plan showing:
 - a. the location and materials of the structure(s), improvements, driveway and landscaping to be constructed on the Lot;

- b. the drainage plan across such Lot; and
- c. any other site improvements which the Owner intends to make, whether seasonal or permanent which is visible to the other Owners;
- v. All plans submitted to the Association shall remain in the files of the Association and shall not be returned.

c. Building Envelopes, Location and Orientation of Improvements. Each Lot has a designated building envelope within which all improvements must be constructed. The building envelope shall be, at the largest, inside: (a) 150' from Bobcat Drive, (b) 75' from any side lot boundary, and (c) 35' from any rear/outside boundary of the Lot, unless otherwise expressly made larger or smaller by the Committee and set forth in the Guidelines.

A site plan depicting the location and orientation of all proposed improvements must be submitted and approved by the Committee as provided herein. The proposed location and orientation of improvements upon a particular Lot are important factors considered by the Committee. The Committee will generally consider and take into account, among other things, the topography of the particular Lot, the viewshed, and the desire to maintain a maximum degree of symmetry, harmony, balance and separation among all improvements situated within the Subdivision, and similar factors in reaching its decision. Inasmuch as each Lot and the intention of each Owner for construction thereon presents a unique setting, each site plan shall be evaluated and approved by the Committee on a case-by-case basis rather than attempting to specify detailed requirements for the location and orientation of improvements herein. As a general rule, however, the following minimum criteria shall apply subject to the case-by-case evaluation by the Committee during the approval process.

With respect to proper orientation of a primary residential dwelling upon a Lot, any primary residential dwelling, unless otherwise approved by the Committee in writing, shall:

- i. be situated upon a Lot so that the front elevation of the primary residential dwelling generally faces Bobcat Drive. The Committee may consider alternate orientations of the primary residential dwelling if it is in close proximity to a neighboring primary residential dwelling and it maintains a maximum degree of symmetry, harmony and balance among all improvements situated on the Lot and adjoining lots. Additionally, the Committee may consider the topography of a Lot, which merits the orientation of a primary residential dwelling in a manner other than described in this paragraph.
- ii. The primary residential dwelling, garage and outbuilding are expected to be constructed within relatively close proximity of each other so as to avoid unnecessary sprawl on a Lot and so as to leave a portion of the Lot without structures for the preservation of open space and view scape for the shared enjoyment of the Subdivision.

d. Setbacks. With respect to the location of improvements upon a Lot (including but not limited to all buildings, enclosures and all other improvements constructed upon a Lot), all shall be constructed within the building envelope described above, with the setbacks to be not less than 150' from Bobcat Drive and not less than 75' from any common boundary between Lots, unless an owner owns adjacent lots or some other unique circumstance supports a variance for the side lot setback by the Committee.

These setbacks and building envelopes are added to all Lots as a means to preserve as much viewscape for surrounding lots as reasonable, while providing a

reasonable area on each Lot to build. Variances to the front setback and side setback requirements set forth herein may be granted by the Committee for hardship associated with the features of a particular lot.

Provided however, an Owner may construct a boundary fence along the Lot boundary (and outside the building envelope) only with the type and style of fencing approved by the Committee and as shown in the Guidelines.

4. STANDARDS RELATING TO IMPROVEMENTS OF LOTS. The following standards are intended to apply to all Lots within the Subdivision to create a minimum of uniformity for the design, construction and placement of primary residential dwellings and/or outbuildings within the Subdivision.

a. *New Construction.* All construction shall be new, on-site construction. Placement of mobile homes, modular homes or house trailers shall not be permitted on any Lot within the Subdivision. Home construction utilizing panelized wall systems and similar systems using high quality modern construction systems which are assembled on-site may be permitted by the Committee.

b. *Construction Code & License Requirements.* All dwellings and improvements shall be constructed to meet the minimum applicable requirements, codes and regulations then existing, unless some code is inapplicable to a specific construction issue and otherwise waived by the Committee.

Further, all residences will be constructed by a licensed general contractor unless otherwise approved in writing by the Committee as part of its plan review process for good causes shown.

c. *Dwelling Size and Height.* For the primary residence: all single-story floor plans for the principal dwelling located on the Lots shall have a minimum fully-enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walk-out basements and attached garage, of 2,400 square feet. Any multi-level floor plan constructed upon any such Lot shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, basements, walk out basements and attached garage of 3,000 square feet.

In an effort to preserve the view scape as much as possible for the Subdivision, no primary residence constructed on a Lot shall exceed 32' in height, as measured from the original grade of the homesite to the highest roof peak. The Committee may grant a variance to this primary residence height restriction on a Lot that is not likely to obstruct the view of a neighboring Owner.

d. *Additional Criteria for Home Exterior.* Unless otherwise approved by the Committee in writing, a primary residential dwelling constructed on any Lot shall be compatible with the natural surroundings with a mountain estate home aesthetic (as illustrated in the Guideline), using a mixture of materials that are natural in color and appearance. All construction shall be higher than average construction and shall have no less than twenty percent (20%) of the exterior surface covered with color-appropriate masonry, stone, a similar natural material used in exterior finishes, or other higher-than-average mix of materials – all of which must be accepted by the Committee – on the primary elevation facing Bobcat Drive. For purposes of the 20% rule, it shall exclude windows, garage doors, doors, and other openings.

Roofing materials must be approved by the Committee and may include minimum quality threshold of at least asphalt shingles with minimum forty (40) year manufacturer warranty or other roofing products approved by the Committee.

e. Garages. All dwellings constructed on any Lot shall have an attached garage. There must be not less than three (3) interior parking stalls, whether provided in the attached garage with no less than two stalls, and/or an approved outbuilding that provides parking. The intent for requiring such garage stalls is to minimize the amount of vehicles parked outside on a consistent basis and visible to other Owners in the Subdivision.

f. Outbuildings. Each Lot shall be permitted to have not more than a total of three (3) buildings on a Lot, which shall include the primary dwelling and not more than two other buildings. Each Lot may include (a) a detached accessory dwelling (e.g., casita, mother-in-law cottage, or similar), the size and use of which must comply with the Sheridan County rules and regulations on accessory dwellings and/or (b) other detached outbuilding(s). The outbuilding(s) shall not exceed the following for the purpose and intent of not allowing any outbuilding to be so large and/or tall as to consume more of the neighboring Owner's view scape as is reasonable:

- i.* a maximum footprint size totaling no more than 3,200 square feet;
- ii.* a maximum height of the sidewalls of any outbuilding shall be no higher than sixteen (16) feet; and
- iii.* a maximum roof pitch of not greater than 4/12 if a 16' sidewall is used, or, if a sidewall of less than 16' is used, the maximum roof peak height shall be no higher than twenty-six (26') feet from finished grade of floor. The outbuilding(s) shall be compatible in size and scale to the primary residence.
- iv.* *Provided however,* because Lots 1, 10-14 and 22 are along the north and east boundaries of the Subdivision and are not as likely to obstruct the view scape of Owners in the Subdivision if the outbuilding is constructed on the rear of the building envelope on one of these Lots. Therefore, said Lots may be permitted by the Committee to construct an outbuilding on the rear of its building envelope in a size and at a height that exceeds the restrictions noted above for the other Lots, but such outbuilding shall be located to cause low visual impact on other Owners and remains subject to Committee approval, in its discretion, and all other requirements herein.

The location of any outbuilding will be subject to prior approval of the Committee so as to minimize the impact on the views from other Lots. The distance and location of any outbuilding in relation to the primary residential dwelling and other improvements must be approved by the Committee, the intent being that the respective improvements must be appropriately integrated with the primary residential dwelling and within the building envelope size set forth above.

Any plan for an outbuilding must be submitted to and approved by the Committee as provided herein. The criteria for the primary residential dwelling exteriors above apply to the outbuilding and the outbuilding shall be compatible in design, height proportions, materials and colors with the primary residential dwelling. While the materials do not need to be identical to the primary residential dwelling in type and proportions, they do need to use similar and compatible siding and roof materials and colors. While architectural metal panels approved by the Committee may be used, no 'pro-panel profile' siding (as is common with a typical pole barn) shall be permitted on the siding or roof of the outbuilding. The Committee may permit engineered pre-fabricated outbuildings if the same are compatible with the primary residential dwelling.

g. Completion of Construction. There shall be no deadline from the date a Lot is sold to commence construction of the dwelling. However, once construction begins on any residence or outbuilding, such construction and the yard landscaping around the construction shall be completed within 18 months following the date on which such construction was commenced, unless approved by the Committee for special circumstances. The construction of all other improvements must be completed within the time period established by the Committee in its approval of such improvement. If construction is not so completed, the Committee may give written notice of violation to the Owner, and if not cured within ten (10) business days, a Delay Fee shall be payable to the Association for each month beyond the 18-month deadline, or the deadline set by the Committee for the construction of other improvements, until completion is made. The Committee shall establish the amount of the Delay Fee, which shall be applied uniformly. However, the Committee, in its sole and exclusive discretion, may grant additional construction time on a case-by-case basis.

An outbuilding on a Lot may be constructed prior to the construction of the primary dwelling, and in such event, outbuilding with living quarters may be occupied by the Owner of the Lot pending construction of the primary residential dwelling. If the owner occupies the outbuilding for such purposes, the primary residential dwelling must be completed no later than the three (3) years of the initial occupation of the outbuilding.

h. Similarity in Housing. While compatibility of exterior home design is desired, the appearance of track housing within the Lots is not. Unless approved by the Committee, a proposed dwelling, which has an exterior elevation appearance substantially similar to a dwelling already existing, under construction, or previously approved for construction, may not be built on the lot adjacent to the dwelling already existing, under construction, or previously approved for construction.

i. Outside Flood/Area Lights. All exterior lights shall be night-sky friendly. The use of flood-lighting and/or automatic all-night flood/area lighting and/or unshielded lights are not permitted for use on any Lot. While this paragraph is not intended to prohibit exterior lighting incidental and attached to primary residential dwellings, outbuildings and/or barns, all outdoor lighting fixtures shall be designed and locate to shield to prevent the broadcast and/or disbursement of lighting to adjacent Lots is permissible.

j. Rebuilding or Restoration. If any primary residential dwelling or other improvement is destroyed in whole or in part, it must be rebuilt or all debris must be removed and the Lot restored to a sightly condition. Any such rebuilding or restoration must be commenced within six (6) months after the damage or destruction occurs and, thereafter, diligently pursued to completion within a reasonable time not to exceed one (1) year after the date the damage occurred unless a longer period is otherwise approved by the Committee due to unusual circumstances.

5. GENERAL USES AND RESTRICTIONS.

a. No Nuisance. No activity, use or operation of a noxious or offensive nature may be conducted upon any Lot in this Subdivision, nor shall any use or activity occur thereon which may be or may become a nuisance or annoyance to the neighborhood. Of particular importance, no Owner shall allow their pets to create a noise disturbance (e.g., barking) or trespass disturbance (e.g., wandering dogs) which is offensive to a reasonable person, nor shall any motorized vehicle be used on a Lot in a repetitive manner that creates a noise disturbance (e.g., motorcycle or atv raced around a Lot for purposes other than travel from point A to B), nor shall any high-powered firearms (rifles or pistols) that may

cross the Lot boundary line may be discharged upon a Lot due to the safety concerns such discharge will cause. Moreover, all dwellings, buildings, yards and other improvements on a Lot are to be kept in a state of good general condition and repair at all times so as to not become a visual nuisance to the other owners in the Subdivision.

b. **Fireworks.** Fireworks are permitted only on July 4th (Independence Day) and December 31st (New Year's Eve), and may be fired only if in a manner that does not allow debris to fall on a neighboring Lot.

c. **No Antennae/Towers or Propane Tanks.** Roof-mounted television antennas are prohibited. A maximum of two (2) satellite dishes of no more than thirty inches (30") in diameter shall be allowed, but their location and screening design must take into account adjacent Lot Owners' views and the views from the roadways that serve the Subdivision. Approval for the installation of satellite dishes must be obtained by the Committee prior to any installation.

No propane tanks (other than standard sized tanks for operation of bbq grill) shall be permitted in the Subdivision without written consent of the Association, which may be withheld in its discretion.

d. **No Junk, Trash or Burning.** No Lot shall be used or maintained for the dumping or storage of trash, rubbish or salvage, including, without limitation, unlicensed vehicles, vehicles which are not in running condition or vehicles, including trailers, motorcycles, snowmobiles, all-terrain vehicles, vehicles stored on trailers that are in a state of disrepair. Trash, garbage or other waste shall be kept only in sanitary containers. All sanitary containers, dumpster and/or other disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis.

On any Lot on which there is located a sanitary container, dumpster and/or other disposal equipment, such sanitary container, dumpster and/or other disposal equipment shall be enclosed on at least three (3) sides by fencing, decorative block, brick or some other material in sufficient height to conceal and/or shield the sanitary container, dumpster and/or other disposal equipment approved by the Committee.

No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed. All equipment used for the storage or disposal of such material shall be kept in clean and sanitary condition. No trash, litter, salvage items, discarded appliances or unusual yard "art" not approved by the Committee shall be permitted to remain visually exposed upon the premises.

e. **Construction Debris.** During construction, it shall be the Lot Owner's responsibility to ensure that all construction related materials, trash, waste and debris shall be contained on the Lot. The Lot Owner bears the responsibility to insure that at all times during or after construction no trash, debris, or material of any kind be allowed to blow or be carried off the Lot to other Lots, the Subdivision's roadways or onto other properties.

f. **Home Occupations; Business enterprise.**

i. No commercial business activity other than a home occupation, as provided herein, may be conducted entirely within the primary residential dwelling, garage or outbuilding upon a Lot.

ii. Home occupation uses are not prohibited herein if conducted entirely inside; however, nothing in this section shall be construed to relieve any Lot Owner from compliance with any and all applicable County regulation which govern home occupations in residential zoning districts. The Owner shall be responsible to determine which regulations govern the Owner's intended and actual home occupation use and shall be responsible for complying with those regulations.

Home occupation uses shall be permitted on any Lot and shall comply with the following restrictions:

- A. There shall be no unreasonably offensive noises, vibration, smoke, dust, odors, heat, or glare noticeable at or beyond the property line of the Lot;
- B. No storage or display of business materials, goods, supplies, equipment, vehicles and/or other heavy equipment shall be visible from the outside of any structure located on the Lot;
- C. The home occupation use shall not allow for employees other than up to one employee, excluding the Owner and immediate family members;
- D. Any change in the exterior of any structure to accommodate any home occupation use must be approved by the Committee;
- E. No additional traffic beyond what would be considered normal residential vehicular traffic shall occur as a result of the home occupation;
- F. No animal boarding activities shall be permitted. No pets or livestock shall be kept on a Lot for any commercial purpose of sale; and
- G. No exterior signage regarding such home occupation use shall be permitted.

iv. Notwithstanding anything hereinabove no home business shall be allowed if such use is determined to be noxious, unreasonably offensive or annoying by the written vote of a majority of the Committee and a majority of the Association.

6. FURTHER SUBDIVISION RESTRICTION. While boundary lines may be adjusted with approval of the Committee, none of the Lots may be subdivided.

7. TEMPORARY BUILDINGS. No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any Lot as a family dwelling, either temporarily or permanently. This restriction shall not apply nor restrict the temporary use of a trailer or recreational vehicle by a guest(s) of Owner on any Lot for a period not to exceed five (5) days per month in the Summer months. This covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Committee shall have the authority to order the removal of said temporary structures whenever the same have been on the premises an unreasonable length of time. The expected use of a construction-related tool or job-site shed or shelter must be anticipated and so stated at the time of application for construction.

8. DRIVEWAYS, LOT ACCESS. Individual access driveway approaches from the common roadway must be installed prior to the commencement of any construction upon a Lot in order to protect the shoulders of the road and the natural turf. Individual Lot access approaches and driveways which connect the primary dwelling to Bobcat Drive shall be constructed and paved with an all-weather surface (i.e., concrete, asphalt or roto mill) to the residence or for a minimum distance of 150' from the Lot line at Bobcat Drive, whichever is less, to create an apron from Bobcat Drive that is aesthetically pleasing and is sufficient to ensure Bobcat Drive will remain free from debris. The remainder of the driveway from the approach to the residence shall be constructed with not less than five-inch (5") depth of quality road base gravel or a Committee-approved all-weather surface material (i.e., asphalt, concrete, rotomill, quality gravel or similar). Both sides of the driveway approach to

Bobcat Drive shall be landscaped and/or improved in a manner to improve the aesthetic of the entry into the Lot, as approved by the Committee.

9. LANDSCAPING and IRRIGATION WATER. Installation of landscaping shall be part of the Owner's site plan submitted to the Committee prior to the construction of a primary residential dwelling on any Lot. The landscaped area shall be included, at a minimum, around the residential dwellings and the driveway approach to Bobcat Drive as generally described in the Guidelines. The landscaping shall be completed within eighteen (18) months after completion of construction of the primary residence. It is the intent of these covenants that landscaping be installed to enhance the curb appeal of the buildings from the roads and to supplement the natural mature landscaping on each Lot; to provide drainage and erosion control and to achieve a harmonious and integrated appearance of such Lot with the adjoining Lots and the Subdivision.

a. Turf/Yards. All surface areas within the boundaries of all Lots not otherwise occupied by structures or roads shall be covered with native ground cover or other grass of the Lot Owner's choice, trees, shrubs or other landscaping elements such as rocks, wood chips, bark and/or mulched or graveled material. Soil surrounding a home site, which has been disturbed during the construction phases, shall be re-seeded with a native turf mix or other grass approved by the Committee within one (1) year after the completion of construction of the primary residence. The use of drought-resistant and/or low-maintenance grass is encouraged. Drip irrigation systems for trees and/or shrubbery are required to ensure survivability.

b. Drainage. Drainage easements are hereby granted along five feet (5') of each of the sidelines of each Lot and along the roadways, if and as necessary to keep drainage off a neighboring Lot. No building, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns that exist through the Subdivision as a whole. Any proposed changes to the Subdivision's natural or designed drainage patterns that may affect a neighboring Lot must be shown on any Lot Owner's application for approval of construction and must include a complete written definition of all proposed drainage changes.

c. Irrigation Watering. The Sheridan Area Water Supply joint powers board (herein "SAWS") will supply domestic water for residential use by that contingent water service agreement for the Subdivision, the terms of which are incorporated by reference. The use of SAWS water for the purpose of irrigating or applying all exterior lawns, gardens, and landscaping consistent with SAWS rules, regulations and system operation policies and procedures. Domestic water from the SAWS system should not be used for the purpose of supplying irrigation water for any exterior lawns, gardens, and/or landscaping within the Lands, except as follows: SAWS water may provide water to irrigate the immediate yard around a primary residential dwelling not in excess of 10,000 square feet of yard, and each Lot will ensure their irrigation system complies with the SAWS rules.

Provided further, the Association will install an irrigation system for those Lots that have a State of Wyoming adjudicated surface (irrigation) water right to use for irrigation of the Lot, to the extent the water right and the water is available for use. Not all Lots in the Subdivision have adjudicated water rights. A copy of the map confirming the water rights on each Lot is on file with the Association and is incorporated herein by reference.

The Association-installed system will include a pump, pipeline and/or ditch combination constructed along Bobcat Drive and along certain Lot lines, as reasonably



necessary to distribute the irrigation water, when available, and the Association shall maintain and repair the same.

A Lot owner's use of the irrigation shall be restricted and governed by the following:

- i. a tap or connection point will be installed at each Lot having water rights. The owner may connect a standard residential sprinkler system that uses not more than 50 gallons per minute or the extent of its respective water right, at Owner's cost.
- ii. In an effort to ensure sufficient water for all users of the Association's system, the schedule for irrigating the lands within Bobcat Estates shall be subject to approval each irrigation season by the Committee and Declarant, and unless otherwise adjusted, the irrigation schedule shall be:
 - (a) no more than ten (10) taps, pulling no more than 50gpm each, will run at any one time, and no user shall water any single zone for longer than 45 minutes);
 - (b) unless otherwise approved by the Committee, the homeowners may irrigate their Lots from the Association's system in the evenings between 7:00 p.m. and 7:00 a.m. on alternating days – homeowners who own odd number Lots will water on Monday, Wednesdays and Fridays and homeowners who own even number lots will water on Tuesday, Thursday and Saturdays. The preceding irrigation schedule may be modified for newly seeded or sodden areas upon the submission by the Owner to the Committee of a temporary supplemental watering plan and approval of the plan by the Committee.
 - (c) the irrigation schedule may be amended by the Committee when and as necessary to insure fair distribution of the water available, from time to time.

Nothing herein shall restrict an Owner from drilling their own well on their Lot for irrigation or other purposes, which private well will not be controlled by the Association.

10. SIGNS. Except for the permanent identification, signage or landmarks installed by the Association which identify the Subdivision, no sign of any kind shall be displayed to the public view on any residential Lot except one (1) sign of not more than Nine (9) square feet advertising the property for sale, or except signs of no more than Nine (9) square feet used by a builder to advertise the property during the construction period, each of which shall installed only in a location approved by the Committee prior to placement. Within thirty (30) days after the closing on the sale of any residence constructed on any Lot within the Subdivision, any such signage attendant to the construction, advertisement and/or sale of any such residence shall be removed.

11. PETS AND ANIMALS. Commonly-accepted domestic pets, and up to six (6) hen chickens, may be kept provided they are not maintained or kept for commercial purposes. All such domestic pets MUST be under the control of the Owner at all times and will not be allowed to run free off of the Owner's Lot, except when: (a) accompanied by the owner family, and (b) kept under the control and restrained to the extent required by County regulations.

A maximum of no more than four domestic pets in total (excluding the hen chickens permitted), will be allowed to reside at each Lot; *provided however*, the Association may grant a variance to an Owner who moves into a primary residential dwelling on a Lot



already owning more than the permitted number of pets until the pet(s) die, at which time the variance shall expire and that Lot shall abide by the maximum pet numbers above.

All Lot Owners shall insure that any pets kept by such Owner shall not be a nuisance to any other Lot Owner or resident. All Lot Owners shall be responsible for the actions of their own pets as well as any pets of their invitees. All Lot Owners shall indemnify the Association, the Committee and the other Owners for any loss or damage caused by their pet. Pet kennels or dog runs that may be permitted by the Committee through application, shall be properly screened from the view of other Lot Owners and/or public roads which serve the Subdivision. No rooster nor any animal of any kind shall be permitted which, in the opinion of the Committee, makes an unreasonable amount of noise or odor or which is a nuisance.

Certain livestock (e.g., horse, cattle or similar animals customary in rural residential setting but not including roosters, donkeys, swine, goats or other animals likely to cause a nuisance to neighbors) may be permitted on a Lot in the Committee's discretion, if and only if: (a) the number and type of animals is commensurate with the rural residential nature of the Subdivision, (b) the improvements on the Lot (e.g., barn, corrals, fencing and feeding facilities constructed on the rear half of a Lot away from Bobcat Drive) shall create a secure and sanitary environment that the livestock such that they shall not become any sort or type of nuisance, whether noise, smell or visually, to neighbors – all in the sole discretion of the Committee who expects to grant permission with strict limits and scrutiny to ensure no animal shall ever be the cause of nuisance in sight, smell or noise, to the Subdivision.

12. PARKING/STORAGE OF VEHICLES. All vehicles parked in the Subdivision shall be parked on the Lot and not on Bobcat Drive, and all such vehicles shall be parked either: (a) in the garage or outbuilding or (b) on the all-weather surfaced apron/pad in front of the garage for regularly-driven vehicles. No vehicles, except regularly-used private passenger automobiles, light-duty trucks and vans and recreational-type vehicles, shall be parked or stored on a Lot outside the garage or outbuilding. Vehicles that are not in running condition or are in a state of disrepair shall not be parked outside of the garage or outbuilding for more than seventy (72) hours at any time or as a repeated practice.

Provided further, camper trailers, recreational vehicles, boats, snow mobiles and such similar recreational vehicles, and open or enclosed utility trailers shall be permitted to be parked on a Lot but when parked outside of the garage or outbuilding only under the following conditions: (a) no more than one (1) such trailer may be parked in a manner visible from Bobcat Drive at any given time, (b) any such camper trailers, recreational vehicles and boats must be parked on a paved or graveled apron adjacent to the garage or outbuilding in an area designed for parking; and (c) camper trailer, recreation vehicle or boat may only be parked outside during the summer months when such camper trailer, recreational vehicle or boat are transported on/off the Lot and used on a regular basis.

13. MINERALS/QUARRY. No drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

14. EASEMENTS; SHARED USE. The Association hereby confirms, grants and conveys to the Owners of the Lots and the Association, and reserves for its use, the following easements if and as they are reasonably necessary for the described use:

- a. *Utility Easements.* Utility easements on the ten feet (10') along each Lot boundary and as otherwise shown or described on the Plat are hereby

reserved by the Association, its successors and assigns, for the purposes of installation, repair, replacement and enlargement of utilities, underground wires, pipes, conduits, street lighting, electricity, gas, telephones, sewer, water or any other public or quasi-public utility service purposes, together with drainage corridors and the right of ingress and egress at any time for the purpose of further construction and repair – all for the common benefit of each Lot within the Subdivision.

- b. *Irrigation Easement.* The Association has an easement for the irrigation system and delivery of irrigation water along both sides of Bobcat Drive and along ten feet (10') of each Lot line as necessary for the Associations delivery of irrigation water.
- c. *Access Easements.* Every Owner of each Lot shall have the right of reasonable access to/from their Lot along Bobcat Drive and, if adjoining their Lot, both of the side roads pronging off Bobcat Drive in the Subdivision. Every Owner of each Lot shall have the right of pedestrian (non-vehicular) access over and across Outlot A as common area, and limited access to Outlot B as approved by the Committee. Both Outlots may be accessed to/from Bobcat Drive.
- d. *Common Areas.* Every Owner of a Lot shall have the right to use, enjoy, and recreate upon those Common Areas, including the roadways in the Subdivision, the designated Outlot A as open space for pedestrian and recreational enjoyment for all Owners, and the designated Outlot B for the limited uses permitted by the Committee, in the Committee's discretion. All uses of the common areas shall be subject to any rules and regulations governing use declared by the Association.
- e. *Gates.* The Association, via the Committee, shall keep and maintain the gate(s) at the main entryways. The gates are intended to minimize unauthorized traffic in and out of the Subdivision.

15. UNDERGROUND UTILITIES. All utility lines within the Subdivision shall be underground and the responsibility of the Owner, builder and/or the utility company when connecting to the municipal or public utilities. Owners further agree that all utility user agreements and assessments pertaining to the development of the individual Lots, and the charges and restrictions contained therein, shall be the responsibility of the individual Lot Owners, respectively.

16. FENCING. It is the intent of these Covenants to create and maintain an open appearance to the Subdivision's overall view scape and landscape. Fencing the front or side boundary of any Lot is permitted if it is the open-style, wood three-rail fence as illustrated in the Guideline, or if as otherwise approved by the Committee. No vinyl fencing shall be permitted. Solid, five-foot tall or higher privacy-type fence shall not be permitted. *However*, fencing which is utilized for a groomed lawn surrounding the primary residential dwelling for screening, privacy, wind protection, animal enclosures or other general purposes may be allowed with prior written approval by the Committee. The Committee shall evaluate any request for fencing upon a Lot to ensure that any such fencing is compatible with the structure, the adjoining Lots and the Subdivision and may deny any such request if the proposed fencing does not meet the Committee's approval for fencing material, height, location and aesthetics.



17. ROADS, EASEMENTS AND COMMON AREAS; ASSESSMENTS. All water main lines are constructed to applicable code and accepted and shall be maintained by SAWS. All roads, drainage easements, utility easements, irrigation system easements and common area uses within the Subdivision which are not otherwise dedicated for public use are granted herein as private easements for the non-exclusive use of each Lot within the Subdivision and its Owner(s), and they shall be privately maintained by the Association pursuant to this Declaration. All Owners are required to be members of the Association and all Lots are encumbered by this Declaration and the assessment herein.

The Association shall assess all Lots equally for the costs of insurance, maintenance, repair and improvement of the roads and the common areas and the Association shall have the power to impose and enforce liens against Lots for unpaid assessments, as provided herein and/or in the Association's Bylaws which are incorporated herein by reference. In addition, the Association shall procure and maintain such policies of insurance as it deems necessary to insure the maintenance and improvement activities of the Association on the roads and common areas within the Subdivision.

The initial assessment imposed upon Owners for maintenance of common areas, insurance, and for the maintenance, repair, and replacement or improvement of the roads, gates, fences and other improvements in the common area is initially set at One Hundred Dollars (\$100.00) per month per Lot, in equal assessment amount for each Lot. The assessment for a Lot shall begin the month after Lot is sold and conveyed by Developer to the first buyer. As the Association's budget for actual expenses changes, so will the assessment, and will be adjusted to such other amounts as the Association thereafter deems necessary, in its discretion, to perform and complete such maintenance, insurance and improvements on the roads and common areas. Payment of monthly assessments may be in such increments (monthly, quarterly, semi-annually or annually) as the Association may, from time to time, determine appropriate. When the Association prepares its annual budget for all of the costs necessary to maintain and repair the Bobcat Estates, it shall allocate the costs equally to the Lots.

The Association may resolve to assess the Lots for Special Assessments to pay for any emergency repairs, extraordinary costs and/or any major improvements to the roads and common areas. The obligation to pay regular and special assessments runs with the Lot and binds all future Owners of each Lot regardless of when such Owner acquired such Lot. ANY DELINQUENT BALANCE DUE SHALL SURVIVE THE COVEYANCE OR FORECLOSURE OF THE LOT AND SHALL BECOME AN ENFORCIBLE OBLIGATION OF THE ERSON(S) TAKING TITLE TO SUCH LOT.

Determination of the amount of annual assessments shall be made on at least an annual basis at a regular meeting of the Association. Owner shall pay all assessments for each Lot held by it from and after the date of recording of this Declaration.

In the event that any Lot Owner shall fail to make his, her or its annual or special assessment assessed by the Association, 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 Lot. In any such action brought by the Association to collect unpaid assessments, the Association shall be entitled to recover all costs incurred by it in such collection action including, without limitation, reasonable attorney's fees and costs.

The Association 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 Association 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 Association shall only be required to maintain and improve the Roads in a reasonable manner as provided for herein.

SECTION C. BOBCAT HOMEOWNERS' ASSOCIATION

The ownership of any Lot subject to this Declaration shall impose and confer upon all such Owners the obligations and benefits of membership in the **Bobcat Estates Homeowners Association**, formed as a Wyoming non-profit corporation with the State of Wyoming (herein "Association"), the operative bylaws for which are incorporated herein by reference, as they may be adopted and amended hereafter. The Committee shall serve as, and be authorized to act as the management board, for the Association, and shall be authorized to act in accord with the Bylaws adopted by the Association and incorporated herein by reference.

The Association shall, without limitation:

- (1) enforce this Declaration and all covenants, conditions and restrictions hereof;
- (2) elect members to the Committee after the initial Committee, as set forth above;
- (3) promote the common interests of its members, which may include the promulgation of rules or regulations on use of common areas and elements of the Subdivision;
- (4) maintain, manage and insure certain real and personal property assets in, on and appurtenant to the Subdivision and roads/common areas therein, including fencing, parking areas, culverts, bridges, signs, gates, common trash disposal areas, walkways, paths and shrubs;
- (5) maintain, manage, insure and pay for certain personal property assets in, on and appurtenant to the Subdivision features, including, without limitation; (a) the maintenance, supply, repair, replacement and cultivation of common area trees, shrubs, sod, and landscape, (b) the maintenance, supply, repair and/or replacement of common area signage, lighting, water and implements, painting, lettering, and (c) the maintenance of irrigation water and waterworks used to supply the Subdivision;
- (6) assess the Owners for the costs of management of the Association including, without limitation, the costs of maintenance and improvement of the roads, irrigation system and the common area features; and
- (7) provide an organizational entity for the activities and common interests of the Lot owners in the Subdivision.
- (8) The administration of the Association shall be in accordance with the provisions of these Covenants, and by the Articles of Incorporation and Bylaws of the Association. The assessments to be imposed upon Lot owners shall be determined by the Association but shall not exceed an individual Lot Owner's proportionate share of the operational expenses of the Association.

The Association shall assume all responsibilities and obligations of maintenance and improvement of the roads and common areas in the Subdivision and the common irrigation

system, and shall pay for the costs thereof, including premiums for insurance coverages incidental to the maintenance and improvement activities of the Association on such roads and common areas, pay all annual fees of a nonprofit corporation to the Wyoming Secretary of State, file tax returns, assess Lot owners equally for all such costs and enforce this Declaration.

Whenever a vote of the Lot owners is required in this Declaration, a Lot owner shall be entitled to one (1) vote for each Lot owned, which shall include all Lots and any Lot that may become an assessment-paying lot, as set forth herein. Two or more persons owning a Lot (e.g., joint ownership by a husband and wife, etc.) shall collectively be entitled to one (1) vote per Lot.

SECTION D. MISCELLANEOUS TERMS

1. **BINDING EFFECT; EXTENSION; AMENDMENT.** This Declaration and all restrictions set forth herein and in the Agreement attached hereto and incorporated herein runs with the land and shall be binding on all Lots described herein, all Owners and all parties and all persons claiming under them for a period of fifty (50) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for ten (10) successive periods of ten (10) years each unless terminated at the end of any such period by written vote of Ninety Percent (90%) or more of the Lots' then-record owners.

This Declaration may be amended in whole or in part at any time, by an instrument signed by at least Eighty Percent (80%) of the Lots entitled to vote and the written consent of Declarant (for so long as Declarant owns any Lot in the Subdivision) agreeing to amend this Declaration in whole or in part.

Any termination or amendment to this Declaration of protective covenants must be approved in writing by the Owners (or their successors) in order to be valid. Any termination or amendment which has been approved by the Association, must be recorded in the Office of the Clerk and Recorder of Deeds for Sheridan County, Wyoming.

2. **ENFORCEMENT.** These Covenants, conditions and restrictions may be enforced by any legal or equitable owner(s) of any Lot, or by the Association, by the Committee, or the Declarant, and their successors and assigns, by filing a lien against the violating Lot, and/or enforcement of appropriate proceedings at law or in equity against those persons violation or attempting to violate, or for restraining a future violation, for recovery of fees, lien amounts and/or damages for any violation, or for such other and further relief as may be available. The party found to have violated these covenants shall be responsible for the reasonable attorney's fees incurred by the owner(s), Committee, Association or the Declarant in the proceedings either to enjoin a violation or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of these covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or a different provision within these covenants.

Although it is a right, it is neither the obligation nor the responsibility of the Association, Committee or the Declarant to prosecute violations of these Covenants on behalf of any Lot owner(s). Under no circumstances shall a Lot owner bring any claim, demand or action against the Association, Committee or the Declarant relating in any way to a violation of the Covenants by another Lot owner.



3. **BENEFITS AND BURDENS.** The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Association and the Owners of the Lots located within the Subdivision, as set forth herein, and their respective heirs, successors, personal representatives and assigns.

4. **SEVERABILITY.** Invalidation of any one of these restrictions by judgment of Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

5. **IMMUNITY.** The Declarant, the Committee and the Association acting within the scope of their authority shall not be liable to any Lot Owner, their invitees, heirs or assigns, or persons, whether for the use of the common areas or any other matter, for any claims, charges or damages incurred, regardless of nature, extent, amount or severity, by reason of mistake in judgment, negligence or nonfeasance, or for any act or omission whatsoever arising out of or in any way related to any of the provisions set forth in this Declaration, or in the discharge, performance and/or failure to perform, any of their obligations set forth herein, including, but not limited to, the maintenance to and improvement of roads and common areas within the Subdivision.

6. **VARIANCES.** Variances to any of the covenants or restrictions set forth herein may be granted by the Committee (or by the Association in special cases and circumstances in the Committee cannot reasonable act upon the request), at the sole election and discretion of the Committee or its assignee. The Committee (or its assignee) must approve any variance in writing.

BH Bobcat, LLC:



Authorized Representative

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The above and foregoing Declaration of Covenants was acknowledged before me by Greg Von Krosigk as Authorized Representative of BH Bobcat, LLC, on this 7th day of February, 2023.

Witness my hand and official seal.



Notary Public

My Commission expires: 2-2-29

