



STATE OF WYOMING        )  
  ) SS.  
COUNTY OF CAMPBELL    )

**TO THE PUBLIC:**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SADDLE RIDGE ESTATES**

**THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** is made on April 13, 2022, at Gillette, Wyoming, by Saddle Ridge Holding, LLC, a Wyoming Limited Liability Company (“Declarant”), whose mailing address is 1325 E. Shoshone Avenue, Gillette, Campbell County, Wyoming, as the legal owners of the property situated in Campbell County, Wyoming described herein.

Declarant is the owner of certain real property located in Campbell County, Wyoming, described in the attached Exhibit “A”, referred to as “Land,” hereinafter.

Declarant has devised a general plan for the improvement and development of the Land. Declarant desires to subject the Land to certain conditions, covenants, and restrictions designed to protect and safeguard the Land.

This general plan will benefit the Land in general, the parcels and lots that constitute the Land, Declarant, and each successive owner of an interest in the Land.

Therefore, in accordance with both the doctrines of restrictive covenants and implied equitable servitudes, Declarant desires to restrict the Land according to these covenants, conditions, and restrictions in furtherance of this general plan.

Now, therefore, it is declared that all of the Land shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions

**ARTICLE I**  
**DEFINITIONS**

- 1.01 “Declarant” shall mean Saddle Ridge Holding, LLC.
- 1.02 “Land” shall mean the following described real property located in Campbell County, Wyoming:

See attached Exhibit “A”

- 1.03 “Tract” or “Tracts” shall mean any parcel or parcels of real estate contained within the Land.

- 1.04 “Owner” shall mean and refer to the record owner, whether one or more persons or entities holding fee simple title in any Tract which is part of the property, including contract sellers, but excluding any of those having an interest merely as security for the performance of an obligation.
- 1.05 “Covenants” or “Declaration” shall mean the Declaration of Covenants and Restrictions contained herein.
- 1.06 “Mobile home” or “trailer house” shall mean a transportable home connected permanently to a chassis which allows the home to be transported.
- 1.07 The Land is zoned “Rural Subdivision”. However, all requirements, rules, and regulations currently in force or promulgated by Campbell County relating to RS Zoning will be applicable to the land, unless inconsistent with this document. The more restrictive of either the covenants or the zoning will apply when the two conflict.
- 1.08 “Road” or “Roads” shall include any paved or unpaved surface intended for use by motorized vehicles.
- 1.09 “Commercial Use” and “Commercial Activity” shall include, but are not limited to, any activities which are carried on for-profit, with the intent to be a for-profit endeavor, or as a means of providing service or products to any individual not within the owner’s immediate family.
- 1.10 “Association” means an incorporated or unincorporated association, referred to as Saddle Ridge Holding Association in all of its official dealings, consisting of all Owners, which shall have the duty of maintaining, operating, and managing all Roads as provided in this Declaration. Each Owner shall become a member of the Association automatically upon acquiring a Tract, without any further documentation of any kind.
- 1.11 “Right-of-Way” shall include any area in which an easement has been granted and any part of the Land is subject to equitable servitude to that easement.

**ARTICLE II**  
**NATURE AND PURPOSE OF COVENANTS**

- 2.01 The covenants, conditions and restrictions set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the Land to enhance the value, desirability, and attractiveness of the lots and Right-of-Way. These covenants, restrictions, and conditions are imposed upon Declarant and upon the Owners of all lots. Said covenants, conditions, and restrictions are for the benefit of all lots, and shall bind the Owners of all such lots. Such covenants, conditions, and restrictions shall be a burden upon and a benefit to not only the original Owner of each lot, but also his/her successors and assigns. All such covenants, conditions, and restrictions are intended as and are declared to be covenants running with the land or equitable servitudes upon the land, as the case may be, and are intended to run in perpetuity. The Owners and the Association shall have the right to enforce these covenants.

**ARTICLE III**  
**PROPERTY RIGHTS**

- 3.01 Every owner shall have a right and an easement of enjoyment and use in and to the Right-of-Way, if any, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:
- (a) The right of the Association to assess and charge a reasonable maintenance, operation, and usage fee and to impose such charge or assessment as a lien against any property for which such charge or lien has not been paid in accordance with this Declaration of Covenants, Conditions and Restrictions.
  - (b) The right of the Association to suspend the voting rights for any period during, which any assessment against his/her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
  - (c) The right of the Association to dedicate or transfer all of any part of the Right-of-Way to any public agency, authority, or entity, but only with the permission of the agency, authority or entity for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless such dedication or transfer is approved by two-thirds (2/3) of the members;
  - (d) The right of the Association to borrow money for the purposes of improving or operating said facilities and to mortgage said properties and the rights of such mortgages in such properties shall be subordinate to the rights of the homeowners;
  - (e) The right of the Association, through its Board of Directors, to adopt and publish rules and regulations and usage fees with respect to the Right-of-Way, if any.
  - (f) No lot owner(s) may sue to partition the Right-of-Way. The Right-of-Way is for the benefit of all lot owners and not for a particular individual.
- 3.02 Any Owner may delegate his/her right of enjoyment and use in and to the Right-of-Way, to the members of his/her family, or contract purchasers who reside on the property.
- 3.03 No Owner shall place any permanent structure, foundation, accessory building, or object over an easement. The Association has the right to require owners to remove said permanent structure, foundation, accessory building, or object from an easement. Permanent includes, but is not limited to, a foundation, etc. attached to the land.
- 3.04 All Tracts in the Land shall be subservient to the Access Road, more particularly described in Exhibit "B".

**ARTICLE IV**  
**MEMBERSHIP AND VOTING RIGHTS**

- 4.01 Every Owner of a Tract shall be a member of the Association. Membership shall not be

separated from ownership of any Tract. All owners shall be entitled to one vote for each Tract. When more than one person holds an interest in any Tract, all such persons shall be members. The vote for such Tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Tract. When two or more persons are stockholders in a corporation holding an interest in any Tract, one, and only one, shall be a member for voting purposes.

**ARTICLE V**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

- 5.01 The Declarant, for each Tract owned within the Land, covenants, and each owner of any lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual, or more frequent if necessary, for operating reasons, assessments, or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as provided. The assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them.
- 5.02 The assessments levied by the Association shall be used exclusively to promote health, safety, and welfare of the residents in the properties and for the maintenance, preservation, replacement and operation of the Right-of-Way, if any, and Association costs. The assessments shall be used to maintain the Right-of-Way.
- 5.03 Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum equal assessment shall be Six Hundred Dollars (\$600.00) per year per occupied Tract. The Declarant shall be responsible for the remaining amount of the yearly costs of the lots which are unsold. The Declarant shall bill monthly costs to lot owners.
- (a) From and after January 1 of the year immediately following the conveyance on the first lot to an owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- 5.04 In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction,

reconstruction, repair, or replacement of a capital improvement upon the Right-of-Way, if any, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

- 5.05 Written notice of any meeting called for the purpose of taking any action authorized under 5.03 and 5.04 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. A quorum shall be 51% of all members with said percentage to be made up of people attending in person and those voting by proxy.
- 5.06 Both annual and special assessments must be fixed at uniform rates for all lots not owned by Declarant and may be collected on a monthly basis.
- 5.07 The annual and special assessments provided for herein shall commence as to each lot on the first day of the month following the conveyance of such lot by Declarant. The Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner. The due dates and collection methods shall be established by the Association, and, unless otherwise provided, the Association or its assigns shall collect each month from the owner of each lot one-twelfth (1/12) of the annual assessment for such lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment stated to have been paid.
- 5.08 In the event an Owner charged with an assessment, be it annual or special, does not make payment, the following are remedies available to the Association, upon compliance with 5.09:
- (a) Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after it's due date, the Association may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$10.00 per each delinquent assessment, plus interest at the rate of ten percent (10%) per annum on such assessment.
  - (b) The amount of all delinquent regular and special assessments plus interest and any expenses reasonably incurred in collecting and/or enforcing such assessments, including reasonable attorney's fees, shall be and become a lien upon the lot so assessed, which shall attach to the lot as of the time the Association caused to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which shall state:
    - i. The amount of the delinquent assessment and such related charges as may be authorized by this Declaration;

- ii. The name of the owner of record or reputed owner of the Tract;
  - iii. A description of the lot against which the lien has been assessed.
- 5.09 The notice referred to in 5.08(b) shall be signed by two-thirds (2/3) of the members of the Association. The assessment lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the lot after the recordation of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be instituted to foreclose the lien until the notice of intention to proceed to foreclose the lien has been delivered by the Association to the owner of the lot affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive, but shall be in addition to any other rights or remedies which the owners or the Association may have by law or otherwise, including, but not limited to, a suit to recover a money judgment for unpaid assessments. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage, and convey such lot upon its purchase. Upon repayment of the full amount secured by an assessment lien, including all authorized charges in accordance with the foregoing, or upon any other satisfaction duly made, the Association shall cause to be recorded a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien. Any assessment lien as to any lot shall at all times be subject and subordinate to any mortgage or deed of trust on the lots which is created in good faith, for value, and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a lot, the interest in the lot of the purchaser at the foreclosure sale may be subjected to a lien to secure assessments levied on the lot in the same manner as provided in this Article.
- 5.10 Upon the timely curing of the default for which a notice of claims or lien was filed by the Association, the officers of the Association are authorized to file or record, as the case may be, an appropriate release of such notice, upon payment of the defaulting owner, of a fee to be determined by the Association, but not to exceed Fifty Dollars (\$50.00) to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.
- 5.11 No breach of the covenants, conditions, or restrictions, nor any lien so created, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions, and restrictions shall be binding upon, and effective against, the owner whose title is deprived through foreclosure of trustee's sale, or otherwise.
- 5.12 The lien of the assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments becoming due or from the lien.

**ARTICLE VI**  
**LANDSCAPE DEVELOPMENT**

- 6.01 All Tracts disturbed by construction shall be reclaimed with ground cover consistent with the topography of the surrounding area in a manner to avoid erosion.

**ARTICLE VII**  
**VEHICLES**

- 7.01 No vehicles, trailers, or any equipment shall be parked along any of the dedicated easements located within the Land. A maximum of three (3) unlicensed vehicles or trailers may be stored outside of an outbuilding on any Tract, or Tracts, owned by any Owner. Any and all other vehicles, trailers, or equipment including, but not limited to, unlicensed, unused, stripped down, partially wrecked, immobile, or inoperative vehicles, trailers, or equipment must be in an enclosed outbuilding or are otherwise not to be on any Tract. Truck-tractors, Tractor-trailers, semi-trailers, and/or commercial two-axle vehicles, which are twenty (20) feet in length or greater, are not permitted to park anywhere within the land unless the vehicle or trailer is used in the Tract Owner's primary occupation. A maximum of three (3) such vehicles, trailers, and/or equipment may be on the Tract if not in an enclosed outbuilding.

**ARTICLE VIII**  
**SANITARY SYSTEMS**

- 8.01 The planning, design, implementation, and maintenance of septic tanks or other sewage disposal systems shall be the responsibility of the Owner. Owners shall ensure that the placement of septic tanks or other sewage disposal systems will not injure another Owner on any Tract.
- 8.02 All septic tanks or other sewage disposal systems must be designed, located, and constructed in accordance with the regulations, requirements, and standards of the Wyoming Department of Environmental Quality and County agency having jurisdiction over the Land. Approval of the system as installed shall be obtained from that authority. Septic permits must be obtained at the Campbell County Planning and Building Division. The lot owner must comply with all rules, regulations and requirements of that agency.

**ARTICLE IX**  
**WATER USE**

- 9.01 The planning, design, implementation, and maintenance of any well or other system providing water to the Tract shall be the responsibility of the Owner. Owners shall ensure that the placement of any well or other system providing water to the Tract will not injure another Owners on any Tract.
- 9.02 Water from the well shall be used exclusively for the Tract or Tracts within the Land and only for residential use, subject to restrictions contained herein. No wash bay or commercial use shall be allowed on the Land. Owner shall follow all regulations,

requirements, and standards of the State Engineer and any other State or County agency having jurisdiction over the Land. Approval of the well or system as installed shall be obtained from that authority.

**ARTICLE X**  
**PROHIBITION AGAINST NOXIOUS ACTIVITY ON TRACTS**

- 10.01 No noxious activity shall be permitted on any Tract which is a nuisance to adjoining Tracts or which could foreseeably become a nuisance to adjoining Tracts. Overgrazing, or using Tract in a manner that creates or permits erosion or other waste, shall be considered a nuisance. Commercial Activity shall be considered a nuisance. Any cistern systems, if installed for a Tract or Tracts, will be at the sole cost of the owner.
- 10.02 Notwithstanding 6.01, Commercial Activity for the purpose of construction of a single-family dwelling or outbuilding on any Tracts shall not be considered a nuisance, so long as that construction is completed in a timely manner.
- 10.03 An Owner may utilize the airspace directly above his/her property lines for unmanned arial vehicles (“UAVs”), so long as they are in compliance with Federal Aviation Administration Rules and Regulations. These UAVs shall not cross the vertical boundary of the Tract of the Owner flying the UAV.

**ARTICLE XI**  
**RESIDENTIAL USE ONLY AND PROHIBITED USES**

- 11.01 All Tracts shall be used for single-family residential purposes only. Single-family use consists of a use as a dwelling by one or more natural persons who are related by marriage or kinship or by not more than 4 natural persons who are not related by marriage or kinship. The residence shall be a single-family dwelling. A single-family dwelling shall be a stick-built home or an IRC stick-built home or a IRC approved factory built modular home. The IRC or modular home shall not be over Five (5) years old at the time the home is placed on the lot. This Subdivision shall require a minimum twenty-four (24) feet width dimension to be qualified to be placed as a IRC or modular home on any lot. However, persons engaged in the construction and sale of residences on the Land shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on any Tract. Dwellings shall only be earth-tone colors. All dwellings shall be a minimum of 1,350 square feet on the smallest level.
- 11.02 All dwellings shall be affixed to a permanent, engineered concrete foundation.
- 11.03 Only one (1) single-family dwelling may be erected on any Tract or Tracts owned by an Owner. Any additions, add-ons, improvements, or outbuildings built on any Tract must conform in color and be aesthetically appealing.
- 11.04 With the exception of a motor home or travel trailer as allowed in this Article VII, no structure of a temporary character including, but not limited to, a mobile home, basement, tent, shack, garage, or other building, shall be used, placed, erected, or altered on any Tract



at any time as a residence, either temporary or permanently. However:

- (a) An Owner or Owner's guest may locate or live in a motor home or travel trailer on a Tract for up to a three (3) month provided that that motor home or travel trailer is removed from the Tract for at least one (1) month between periods of location and occupancy.
  - (b) With a Temporary Use Permit issued by the Planning and Building Division. An Owner may locate and live in a motor home or travel trailer on his or her Tract for a period not to exceed twelve (12) months during the term of actual construction of the permanent single-family dwelling upon the Tract. The motor home or travel trailer shall be promptly removed or stored in accordance with these Covenants after completion of the permanent single-family dwelling.
- 11.05 No signs of any type shall be allowed on any Tract except one (1) sign of not more than five (5) square feet advertising that the Tract is for sale or rent.
- 11.06 No Tract shall be used or maintained as a dumping ground for rubbish, trash, or waste. Rubbish, trash, or waste shall be stored in sanitary containers acquired at the expense of the Owner. Owner shall ensure that rubbish, trash, or waste is removed from the Tract at least one (1) time each week. There shall be no burning or incineration of trash, garbage, rubbish, waste, debris, or any other material. No hazardous materials shall be kept on any Tract.
- 11.07 Owner may erect, or contract to have erected, the following types of fence:
- (a) A fence made of steel, concrete, or sound wooden posts and three (3) spans of barbed or smooth wire not more than fifteen (15) inches or less than ten (10) inches apart, or two (2) spans of barbed wire with a wooden rail on top. Wooden posts shall be at least four (4) inches in diameter. Posts shall be set firmly in the ground at least twenty (20) inches deep, at no greater distance apart than twenty-two (22) feet between the posts or thirty-three (33) feet with at least two (2) iron or wooden stays between the posts. Stays shall be placed equal distance apart from themselves and the post on either side.
  - (b) A post and board fence made of sound posts not less than four (4) inches in diameter set substantially in the ground not more than ten (10) feet apart, with three (3) boards each being one (1) inch thick lumber and eight (8) inches wide, and not more than ten (10) inches apart, or four (4) boards each being one (1) inch thick lumber and six (6) inches wide, not more than eight (8) inches apart, securely fastened with nails or otherwise.
  - (c) A four (4) pole fence with round poles not less than two (2) inches in diameter at the small end, with either upright or leaning posts not more than sixteen (16) feet apart, and securely fastened with nails, wires or otherwise.
  - (d) Wyoming is a fence out state.

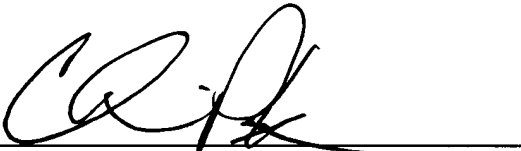
- 11.08 An Owner may keep up to two (2) livestock animals per lot owned. Poultry, chickens, or fowl are permitted as long as they are kept in sanitary conditions and are in accordance with all other provisions herein. Poultry shall not count towards the livestock animal restriction. No more than three (3) dogs shall be kept, boarded, or reside at any single-family dwelling. Any Owner exercising their privilege to keep animals on any Tract must ensure that those animals remain on their Tract by erecting a fence in accordance with 11.07.
- 11.09 Owners are not allowed to have a permanent target range or discharge firearms without sufficient backstop to stop the bullets and the discharge of firearms excessively. Further, Owners are not allowed to “set-off”, light, ignite, or utilize fireworks or any other anywhere on the Land.
- 11.10 Owners may use their Tract(s) for recreational purposes and may invite members of their immediate family on to their land as well; however, Owners may not invite members of the general public on to any Tract for recreational purposes.

**ARTICLE XII**  
**GENERAL PROVISIONS**

- 12.01 The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.
- 12.02 Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT, has set their hands and seals on 13 day of April, 2022.

DECLARANT:

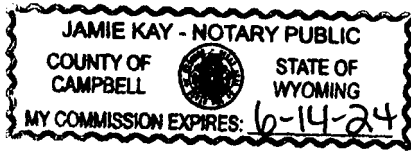


Chris Pasek, Managing Member of  
Saddle Ridge Holding, LLC, a Wyoming  
Limited Liability Company

STATE OF WYOMING     )  
  ) SS.  
COUNTY OF CAMPBELL )

The foregoing Declaration of Covenants, Conditions, and Restrictions were executed and acknowledged before me this 13 day of April 2022, by Chris Pasek, Managing Member of Saddle Ridge Holding, LLC, a Wyoming Limited Liability Company.

Witness my hand and official seal.



Jamie Kay  
Notary Public  
My Commission Expires: 6-14-24