

DECLARATI

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NIOBRARA COUNTY FEES: \$24.00

Becky L. Freeman, Clk & Rcdr By

*Lincoln Chin*



**GLANDT RANCH**

**DECLARATION OF PROTECTIVE COVENANTS**

The undersigned, being owner in fee simple of the following described property in Niobrara County, Wyoming to-wit:

TOWNSHIP 32 NORTH, RANGE 63 WEST OF THE 6TH P.M., NIOBRARA COUNTY, WYOMING  
Section 17: S½NE¼, S½, LESS a tract of land to the State Highway Commission of Wyoming as set out in Warranty Deed recorded January 20, 1989 in Book 362, Page 578

AND

That part of the NE¼NE¼ of Section 17, Township 32 North, Range 63 West of the 6th P.M., that was formerly Blocks 6, 7, 8, 9, 15, 16, 17, 18, 24, 25, 26, 27, High School Addition as set out in Declaration of Vacation recorded July 10, 1922 in Book 49, Page 222, LESS a Tract of land to W.G. McNamara as set out in Judgment and Decree recorded October 1, 1959 in Book 182, Page 426 and LESS a Tract of land to Robert L. Bonsell and Tammy J. Bonsell, a married couple, tenants with the entireties and with the right of survivorship as set out in Warranty Deed recorded March 16, 2022 in Book 500, Page 850

AND

Lots 23, 24, 25, 26, Block 5, HIGH SCHOOL ADDITION, to the Town of Lusk, Niobrara County, Wyoming.

AND

Lots 12, 13, 14, 15, 20, 21, and 22, Block 23, HIGH SCHOOL ADDITION, to the Town of Lusk, Niobrara County, Wyoming. does hereby make this Declaration of Protective Covenants applicable to all land described above.

1. Definitions:

- a. "Lot" shall mean any parcel of land shown on the attached plat.
- b. "Property" shall be the entire acreage described above.
- c. "Building" shall mean any structure constructed on the Lot.
- d. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of fee simple title to Lot, but excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such fee simple title (i.e. a lender) shall be deemed to be the Owner thereof.
- e. "Declarant" shall mean Wyo Land and Cattle, LLC.

2. Purpose. The purposes of these restrictive covenants is: (a) to ensure the use of the Property for residential and limited livestock purposes only; (b) to prevent nuisances and impairment of the aesthetic appeal of the Property; (c) to maintain a tidy, clean and appealing neighborhood; (d) to prevent nuisances on the Lots; and (e) secure to each Lot Owner the full benefit and enjoyment of his/her home.

3. Uses. Each lot shall be used for single family residential dwelling and no more than six (6) appurtenant outbuildings for each 40 acres. Any Lot greater than 40 acres shall have no more than



twelve (12) appurtenant outbuildings on the Lot. No structure of a temporary character, trailer house, camper tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

4. Construction Standards: All Buildings on a Lot shall be constructed in a good and workmanlike manner and kept in proper repair. All construction shall be new and dwellings shall be sided with materials of high quality and which are harmonious with the rural setting. All barns, sheds and other out buildings shall be sided with colored tin or wood and shall be constructed in a manner so as not to distract from the quality of the neighborhood.

5. Prohibited Uses: No Lot shall be used for: (a) any illegal purpose or activity; (b) commercial activities; (c) commercial livestock or farming operations; (d) salvage or junk storage; or (e) noxious or offensive activities which may be or may become an annoyance or nuisance to the Owner or occupant of any other Lot within the Property.

6. Noise and Nuisance: No excessive noise or disturbances shall be permitted and offensive odors, excessive dust, or other nuisances must be abated promptly. All rubbish, trash garbage and other waste shall be allowed to accumulate on the Lot except in enclosed containers. All rubbish, trash and other waste not contained shall be removed from the Lot regularly and not allowed to accumulate.

7. Livestock and Animal Control: Domestic animals, including pets and livestock and poultry, must be kept under control and not allowed to roam freely. Each Lot Owner that keeps livestock or pets on a Lot must erect a fence to keep animals from escaping and creating conflicts with neighboring Lot Owners. The Owner of any Lot may keep no more than two (2) head of livestock per acre. No overgrazing shall be allowed. The Owner of the Lot shall be responsible for dust control, odor control and related issues associated with keeping livestock and animals on a Lot. Pastures on which livestock has been kept shall be harrowed regularly to control manure build-up. Proper shelter shall be provided and all barns and pens housing livestock and animals shall be cleaned as necessary to ensure good animal husbandry. Manure piled for removal shall not exceed ten (10) yards. All dead livestock and other animals shall be removed and disposed of immediately.

8. Arenas and other uses. An Owner may construct a riding arena on a Lot provided the Owner exercises proper control of dust, noise, weeds and otherwise complies with these covenants

9. Environmental Protection: All Lot owners shall take reasonable steps to control noxious weeds and vegetation on their Lot. Measures shall be taken to prevent erosion and protect the natural state of the Lot. Hazardous materials and chemicals shall be stored and disposed of in accordance with all applicable environmental laws and regulations.

10. Utilities: Homeowners shall be responsible for maintaining private wells and septic systems. Road maintenance shall be conducted by the Lot Owners.

11. Easements: Easements for installation and maintenance of utilities and for access shall be negotiated at the time such infrastructure is installed to a Lot. No structure, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.



12. Nuisances: No noxious offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Any temporary structure on a Lot shall be removed within six (6) months from the time it was placed on the Lot.

14. Parking and Non-Operative Vehicles and Facilities: Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be allowed if owned by the Owner of a Lot and not stored on the Property for a non-owner. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on a Lot for a period of more than one (1) month at any one time or as a repeated practice.

15. Oil and Mining Operation: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, including for sand, rock or gravel, shall be permitted upon or in any lot, nor shall oil wells, tanks, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

16. Term: These covenants are to run with the Property described herein and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. Enforcement: In the event that any person shall violate any of these restrictive covenants, it shall be lawful for any Owner of any Lot to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation, to recover damages, or both. Any person found to be in violation of these covenants shall be required to pay reasonable attorneys' fees and court costs incurred by a Lot owner in the exercise of enforcing these covenants and recovering damages. The failure of any Owner to enforce any restriction contained in these covenants shall in no event be deemed to be a waiver of the right insist on strict adherence to these covenants thereafter.

18. Severability: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

19. Amendments: These covenants may be amended by a \ majority vote of the Lot Owners.

DATED THIS 27 DAY OF MARCH, 2024

**DECLARANT:**

**Wyo Land and Cattle, LLC**



By:   
Cory Clark, Manager

STATE OF WYOMING     )  
                                          ) ss:  
COUNTY OF NIOBRARA    )

On this 27 day of March, 2024, before me personally appeared Cory Clark, to me personally known, who being by me duly sworn, did say that he is the Manager of Wyo Land and Cattle, LLC, and that said instrument was signed and sealed on behalf of said company by its members and said Cory Clark acknowledged said instrument to be the free act and deed of said company.

Witness my hand and official seal.

S E A L

  
Notary Public

My commission expires: 9-15-2027

