

Protective Covenants

All property purchased in Hoback Ranches will be subject to the following protective covenants, as established under Sublette County Assessors' Office and the deed will recite:

"The above described property is subject to the following covenants, which shall be deemed covenants running with the land and binding upon the grantees and their successors in interest.

The purpose of these covenants is to insure the use of the property for attractive residential purposes, to prevent the impairment of the attractiveness of the property, to maintain the natural environment, to protect the ecology of the area, and thereby secure to each tract owner the full benefit and enjoyment of his respective tract.

For the purpose of these protective covenants, a tract is defined as a tract of land of not less than ten (10) acres.

The protective covenants are as follows:

- All lands covered by this deed shall be used for residential purposes only, and no commercial activity shall be conducted or permitted thereon.
- No structure shall be erected, placed or permitted to remain on any tract, other than single family dwellings, garage buildings, stables, and other structures incidental to single family residential use of the tract.
- No building may be built with tar paper or asphalt materials. No building may have visible exterior coverings of cement, cinder block, or unpainted metal. All buildings shall have exterior colors and finish that shall conform with and be in harmony with the natural surroundings.
- No outside toilets will be permitted, except for a period not to exceed ninety days during the construction of a permanent dwelling house. Any outside toilet used will be placed so as to be fully screened from all public roadways and shall be removed, torn down, and made sanitary at the end of the ninety-day period.
- Mobile homes, trailer houses, and tent camps may be located upon a tract for a period not to exceed one year, provided that no such mobile home, trailer, or tent shall be parked or located thereon unless the owner is at the same time undertaking the construction of a permanent dwelling house.
- At such time as a permanent dwelling house is built upon the tract, each owner shall be required to construct underground sanitation facilities in conformity with the laws of the State of Wyoming, and the same shall be

placed upon each tract so as not to create any unsafe conditions, or create any nuisance to owners of adjoining tracts.

- Except on tracts which may contain uncontaminated springs, all water for domestic and culinary purposes shall be drawn from drilled wells. Nothing herein contained shall be construed to prevent owners of tracts from constructing common water or sanitation facilities by private agreement, so long as the same meet with these requirements and the sanitation laws of the State of Wyoming.
- No tract shall be cut up into more than one tract. It is the intention of this provision that no tract shall be less than ten (10) acres in size.
- All fences shall be of buck and pole constructions made of rough native lumber. The buck shall be at least six feet tall and there shall be at least four poles on each span and each span can be no longer than 12 feet in width.
The owner of each tract shall be responsible for erecting and maintaining a fence and gates around his respective tract if he desires to prevent the trespass of cattle or other livestock grazing or being ridden in the area.
- No owner of any tract shall cut down or destroy, or permit the cutting down or destruction of any growing trees on his tract which are more than three inches in diameter when measured one foot above the ground level; excepting that such trees may be removed if their location interferes with the placement of permitted improvements on the tract. Dead or diseased trees of any size may be removed.
- No owner shall allow debris, trash, or rubbish, or any material of unsightly appearance to remain upon his tract.
- All debris, garbage, trash, and rubbish shall be hauled from the premises. No outside burning of debris, garbage, trash, or rubbish is allowed.
- Notwithstanding any laws of the United States of America or the State of Wyoming, no owner of any tract, members of his family, or guests, shall at any time attempt the killing or capturing of any wild animals, or wild birds upon any tract of land in Hoback Ranches.
- No explosives, guns, firecrackers, or any other noise making devices shall be discharged upon any tracts.
- Horses are permitted on each tract, provided that no more than four horses shall be allowed for each tract (10 acre minimum) where the horses are maintained.

- There shall not exist any tract at any time more than one single family dwelling.
- No building or any part thereof, including garages, and porches, shall be erected on any tract closer than 100 feet to any edge of said tract.
- The elevation of a tract, or any portion thereof, shall not be changed so as to materially affect the surface elevations or grade of surrounding tracts. No timber, rock, gravel, clay or other material shall be removed from any tract.
- No **cattle, swine, goats, poultry, or fowl**, shall be kept or permitted on any tract.
- There are hereby reserved to grantors, for the purpose of having adequate bridle paths, roadways, and utility easements to serve each tract, a perpetual easement 33 feet in width along each edge of the herein described tract, for the purpose of erecting, constructing and maintaining bridle paths, roadways, and public utility facilities, both underground and over head. Grantor hereby reserves the right to change, layout a new, or discontinue any roadway, bridle path, or utility easement, in its sole discretion, that would be beneficial in serving any tract in Hoback Ranches. All claims for damages, if any, arising out of the construction, maintenance, and repair of roadways, bridle paths, and utilities, or on account of temporary or other inconvenience caused thereby against the grantor, or any utility company or any of their agents or servants are hereby waived by grantees hereof.
- All roads constructed on any tract shall be constructed so far as practical to conform to the topography of the tract and not be visible to adjoining tracts.
- All electricity and telephone utilities shall be placed underground. No overhead lines are permitted.

Said Protective Covenants, conditions, restrictions, and reservations shall be perpetual and shall apply to and be forever binding upon the grantees hereof, his heirs, executors, administrators, and assigns, and are imposed upon the realty described herein as an obligation and charge against the same for the benefit of the grantor herein and the owners of each adjoining tract, their successors and assigns, and as a general plan for the benefit of said tract and all tracts in Hoback Ranches.

If the owner of any tract conveyed by Hoback Ranches, or their heirs, or assigns shall violate any of the covenants or conditions herein above set forth, it shall be lawful for the grantor or any person owning a tract conveyed by Hoback Ranches to prosecute any proceedings at law or in equity against the person or persons violating any of the

covenants or conditions, and either to prevent him from doing so, or to recover damages, including costs and reasonable attorney fees, for such violations or both. Invalidation of any 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.”

NOTE: *A resolution, RESOLUTION 16-004, added a critical amendment to COVENANT #10 on July 16, 2016. Resolution #16-004 was passed unanimously by the Hoback Ranches Service and Improvement District Board of Directors at the annual meeting after receiving more than a 95% concurrence from all homeowners on record. Resolution #16-004 adopted the new US National Fire Protection Agency (NFPA) Firewise standard for healthy forest and fire mitigation in Hoback Ranches. Resolution #16-004 encouraged all homeowners to participate in the fire prevention and mitigation program set forth in the “Consolidated Structure and Fire Management Guideline” published by the Sublette County Unified Fire Command for the benefit of the entire community.*

NOTE: *Pursuant to the Order and Judgment Denying Injunctive Relief issued in Winney, et al. v. The Hoback Ranches Property Owners Improvement and Service District, Case No. 2017-CV-0008536, Ninth Judicial District Court of Sublette County, Wyoming (May 20, 2024), COVENANT #9 was found to be abandoned. As a result, the HRSID will not seek to enforce any complaints of violation of COVENANT # 9 and will continue to utilize post and wire fencing to comply with wildlife friendly standards on the perimeter of the Hoback Ranches.*