

STATE OF WYOMING )  
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COUNTY OF CROOK )

No. 696803 Photo Book 693 Page 403  
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Melissa Jones, Crook County Clerk



**TO THE PUBLIC:**

**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR**

**YELLOWSTONE L&R RANCH**

THIS SECOND AMENDED AND RESTATED DECLARATION is made on the day hereinafter set forth by Yellowstone L&R Ranch, LLC, a South Carolina limited liability company, as the Declarant of the original Covenants filed in the records of the Clerk of Crook County, Wyoming on August 29, 2022, at Book 647, Page 566.

WITNESSETH:

WHEREAS, DECLARANT is the owner of certain property located in Crook County, State of Wyoming, more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

Also Known As: Tracts 1 through 45 of Yellowstone L&R Ranch, Crook County, Wyoming.

AND WHEREAS, the DECLARANT reserved the right to amend the Covenants for a period of three (3) years.

AND WHEREAS, the Declarant amended the Covenants by the Amended Declaration of Covenants, Conditions and Restrictions for Yellowstone L&R Ranch, which Amendment was recorded in the records of the Clerk of Crook County, Wyoming on November 29, 2023 at Book 666, Page 696.

AND WHEREAS, per the provisions of the Original Declaration of Covenants, Conditions and Restrictions for Yellowstone L&R Ranch; and the Amended Declaration of Covenants, Conditions and Restrictions for Yellowstone L&R Ranch, the DECLARANT again desires to amend the Covenants as previously filed.

AND WHEREAS, in order to establish a general plan for the improvement and development of the property, the DECLARANT desires to subject the property, and any



subdivision thereof, to certain covenants, conditions and restrictions, upon and subject to which all of the properties shall be held, improved and conveyed.

AND WHEREAS, DECLARANT will convey the said property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW THEREFORE, DECLARANT hereby declares that all of the property described herein-above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of the land, and which shall run with the land and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and which are intended not to be merely personal.

## **ARTICLE I DEFINITIONS**

Section 1: The term "District" shall mean and refer to the Yellowstone L&R Ranch Improvement and Service District or any other district which may be formed by the Declarant or the Owners. All land within the Subdivision shall be land incorporated within the District.

Section 2: The term "Common Elements" shall mean and refer to all roads and easements within the Subdivision as well as any other elements which are utilized in common by all Owners within the Subdivision. All elements which are not utilized in common, or not capable of being utilized in common, by the Owners shall not be considered a Common Element and shall be maintained and repaired at the sole expenses of the individual Owners.

Section 3: The term "Covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this SECOND AMENDED AND RESTATED DECLARATION.

Section 4: The "Subdivision" shall mean and refer to that certain real property herein before described as the Yellowstone L&R Ranch, and such additions there to as may hereafter be brought within the jurisdiction of these covenants, conditions, and restrictions.

Section 5: The term "Tract" shall mean and refer to any one of the 45 Tracts identified in Exhibit "A" attached hereto.

Section 6: The term "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Tract which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of obligation. Tenants or temporary occupants of any Tract shall not be considered "Owners" under the terms of this Declaration.



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

The Subdivision as described above shall be made up of forty-five (45) Tracts of varying sizes (herein collectively the "Tracts" or singularly the "Tract"). The covenants set forth in this DECLARATION constitute a general scheme for the development, protection and maintenance of the property to enhance the value, desirability and attractiveness of the Tracts for the benefit of all Owners and Tracts therein. These covenants are imposed upon DECLARANT, and upon the Owners of all Tracts, and upon any District or its equivalent. Said covenants are for the benefit of all Tracts and shall bind the Owners of all such Tracts. Such covenants shall be a burden upon and a benefit not only to the original Owner of each Tract, but also his heirs, successors and assigns.

## **ARTICLE III ACCEPTANCE OF COVENANTS**

Each Owner, as grantee in any deed or conveyance of an ownership interest, is and shall be subject to this Declaration by acceptance of a deed or other instrument conveying title, or the execution of a contract for purchase. Every Owner shall be deemed to have accepted this Declaration and each and all of the covenants and the agreements herein contained, and also the jurisdiction, rights and powers of the District. By such acceptance, each Owner has and shall continue to, for himself, his heirs, personal representatives, successors and assigns covenant, consent and agree to and with the District and to and with the grantees and subsequent Owners of each of the Lots within the Subdivision to keep, observe, comply with and perform the covenants and agreements of this Declaration.

Every person who becomes the legal or equitable owner of any Tract in the Subdivision by any means, is by the act of acquiring such title or by the act of contracting to acquire such title, obligated to pay any assessments and charges that the District shall make in accordance with this Declaration and applicable Wyoming law.

Any funds received by the District shall be used exclusively for the purposes established by the District.

## **ARTICLE IV USE AND RESTRICTIONS**

### Section 1: EXEMPTION OF TRACT 45

Although Tract 45 shall be included within the District and the Subdivision, Tract 45 shall not be burdened by the use and restriction covenants contained in this Article IV, it being the express intention of the DECLARANT that Tract 45 shall be exempt from all covenants, conditions and restrictions contained in this Article IV. Any and all existing and future structures and uses of Tract 45 shall be specifically exempt from this Article IV.



## Section 2: CONSTRUCTION

All home construction shall be new stick built, log homes, or modular homes which are built or placed on a permanent foundation. No mobile homes, trailer houses, yurts or geometric domes are allowed. All modular homes shall meet applicable Uniform Building Code specifications. For modular homes, a permanent foundation shall mean a concrete foundation. No structure shall have rolled roofing or tar-paper exterior. No more than one single family residence shall be allowed on a Tract. A single family residence may be a "barndominium" or a "shop home" design as defined below. In addition to a primary residence, one guest house is allowed. Additional outbuildings are allowed, such as garages, shops and barns, but in no event shall the total number of buildings on a tract exceed five (5).

All living structures, primary residences, and guest houses shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,200 square feet. All construction, including utilities, shall meet the building codes for Crook County, Wyoming on the date of commencement of construction.

A "barndominium" is defined as an open concept wood or steel building which combines the characteristics and appearance of a barn but contains a residential living space or living quarters inside. A "shop home" is defined as an open concept wood or steel building which contains a shop or "work space" in addition to a residential living space or living quarters inside. All barndominium and shop homes must be no less than 1200 square feet on the main floor and may contain two levels. There is no minimum size for the living space inside the structure but said space must include modern plumbing, electrical, and kitchen upon completion. All barndominiums and shop homes must be stick built or steel structures on concrete foundations. Dirt or gravel floors are not allowed. No pole barns or pole style buildings are allowed as part of many barndominiums or shop homes.

All construction on any structure shall be completed within twenty-four (24) months of the groundbreaking, except that an additional six (6) months may be allowed to complete construction in circumstances where additional time is required and the homeowners making reasonable efforts at completion.

## Section 3: TEMPORARY AND GUEST QUARTERS

With the exception of an RV, motor home or travel trailer, no structure of a temporary character, such as a basement, tent, shack, garage, or other type of temporary structure or enclosure shall be used on any Tract at any time as a residence, either temporarily or permanently. However, a Tract Owner or Tract Owner's guest may reside in an RV, motor home or travel trailer on a Tract for up to 180 days in any calendar year. For purposes of this provision, basements, tents, shacks, and garages, shall all be considered "temporary" in nature, regardless of whether they are placed on a permanent foundation and are prohibited.



#### Section 4: COMMERCIAL USE

Each Tract is to be improved and utilized by the Owner primarily for private residential purposes as set forth herein. Use of any Tract as a "bed and breakfast" or "vacation rental" by any Owner is prohibited. Each Tract may be used for agricultural purpose as set forth herein. Except as otherwise set forth in this Section 4, no part of any Tract shall be used for any manufacturing, mercantile storing, vending or any other commercial business or other non-residential purpose including, but not limited to stores, shops, repair shops, storage (of any kind) or repair garage, pipe yard, oil field business, methane business or construction yard, other than a business conducted exclusively on the internet. No outdoor storage of commercial vehicles or trailers, vehicle collections of any kind, non-operable vehicles, or unregistered / unlicensed vehicles or trailers shall be allowed. Vehicles and trailers which are used for agricultural purposes are exempt from the foregoing restrictions provided that such vehicles and trailers are immediately capable of operation.

#### Section 5: HUNTING

Hunting shall be allowed on the Tract provided such hunting does not cause, or threaten to cause, any harm to any Owner and further provided that such hunting is done in accordance with all applicable State and local laws. No hunting by the general public shall be allowed on any Tract.

#### Section 6: SEWAGE

All septic tanks or other sewage-disposal systems must be designed, located, permitted and constructed in accordance with regulations, requirements, standards and recommendations of the Wyoming Department of Environmental Quality and in compliance with the regulation of Crook County, Wyoming.

#### Section 7: RUBBISH AND TRASH COLLECTION

No Tract shall be used or maintained as a dumping ground for rubbish. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. All refuse containers, storage area, machinery and equipment and vehicles shall be maintained in a clean and sanitary manner and secured so trash may not be blown or scattered in any manner. Each Tract Owner shall be responsible for arranging private pickup and removal of rubbish, trash and garbage at least once every two (2) weeks. All rubbish, trash and garbage collection bins and containers may only be stationed on the owner's land. No rubbish, trash or garbage collection bins may to stationed at the entrance to the subdivision or on any common easement roads.



Section 8: MINIMUM ACREAGE AND ACCESS EASEMENTS

No Owner may further subdivide any Tract to less than thirty-five (35) acres, either by formal subdivision or by sale of a Tract. No Owner shall grant an easement for access or allow access across his/her Tract to any adjoining properties that are not part of the Subdivision. No Owner shall erect a fence or gate across any common easement roads.

Section 9: ANIMALS

Horses, chickens and domestic pets are permitted within each Tract, and shall be confined upon the Owner's property. All animals shall be properly taken care of and maintained in a healthy and sanitary environment. In addition to horses and chickens, grazing animals are permitted on all Tracts.

Section 10: OFFENSIVE ACTIVITY

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 the property in such a manner that creates or permits erosion or other waste, shall be considered a nuisance.

Section 11: AESTHETIC MAINTENANCE

All Tracts shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the surrounding land. Any condition considered a nuisance or an eyesore by the Board of Directors of the District, or its equivalent, must be corrected within thirty (30) days of the Tract Owner's receipt of written notification of the same.

Noxious weeds and all other weeds shall be controlled on all Tracts in a manner to prevent seeding and the spreading of weeds. Weeds may be controlled by spraying, mechanical means or alternative methods so long as such is effective in the presence of weeds is minimal. Highly invasive weeds (such as leafy spurge and knapweed) shall be eradicated by aggressive treatment. Tract owners shall cooperate with the District in weed control and contribute pro-rata to their share of spraying costs as done for the entire subdivision. The total assessment for weed control shall not exceed Three Hundred and Fifty Dollars (\$350) per year. Additional weed control shall be done by each Tract Owner as needed to keep the premises reasonably free of weeds.

Section 12: MINING AND QUARRYING OPERATIONS

No Tract shall be used for the purpose of boring, mining, quarrying, exploring for, or removing any oil, gas, methane, hydrocarbons, minerals, gravel or earth materials of any kind.



Section 13: DISCHARGE OF FIREARMS

Reckless, careless, or negligent discharge of any firearm within the Subdivision is prohibited. No person shall discharge a firearm in a manner that allows projectiles to cross another lot/tract line or common area boundary, whether or not the projectile causes damage. For purposes of this provision, the term "firearm" shall mean any pistol, revolver, automatic pistol, rifle, shotgun, or other instrument of any kind or character which fires a projectile and utilizes gunpowder as a propellant.

**ARTICLE V  
COMMON ELEMENTS**

All maintenance and repairs to the Common Elements, including all snow removal on all common roads through the Tracts, shall be the joint responsibility of all Tract Owners and shall be paid for equally by all such Tract Owners. The initial annual assessment for maintenance and repairs of the Common Elements shall be the sum of Four Hundred Dollars (\$400.00) per year (the "Annual Assessment"), prorated through the end of the year in which any Tract is purchased. The Annual Assessment shall be payable by all Owners immediately upon purchase of any Tract, and annually thereafter, and shall be payable to the Declarant who shall hold such assessments for the benefit of the District until such time as the District has been fully formed. At such time as the District is fully formed, the Declarant shall remit all such assessments to the District for use in accordance with District Bylaws.

The Owners, acting by and through a simple majority, or through the Board of Directors of the District, shall be responsible for establishing Annual Assessments for the maintenance and repair of the Common Elements. The due date for all such assessments shall be established by a simple majority of the Owners if no District has been formed, or by the Board of Directors of the District after its formation.

The amount of all delinquent assessments plus interest thereon and any expenses reasonably incurred in collecting and/or enforcing such assessments, including reasonable attorney's fees, shall be and become a lien upon each Tract so assessed which shall attach to the Tract as of the time the remaining Owners or the District causes to be recorded in the office of the County Clerk of Crook County, Wyoming, a Notice of Assessment Lien, which shall state:

- a. The amount of any delinquent assessment and such related charges as may be authorized by this Declaration, or as may be assessed by the Tract Owners or the District.
- b. The name of the Owner of record or reputed Owner of the Tract.
- c. A legal description of the Tract against which the lien has been assessed.

Any such assessment lien shall be executed, before a notary public, by a majority of the remaining Tract Owners or by the President of the District. The Owners and the District shall each have the right to enforce any such lien in like manner as mortgages on real property. In any



such foreclosure action, the Owner shall be liable for and required to pay all the costs and expenses of such proceedings, together with all reasonable attorney's fees incurred in connection with such foreclosure and collection of all such unpaid amounts.

All unpaid assessments shall accrue interest at the rate of 18% per annum, which interest shall commence as of its due date and shall continue until the entire assessment, plus all accrued interest is paid in full. All payments of any sums shall be applied first to accrued interest and then to any remaining principal.

## **ARTICLE VI GENERAL PROVISIONS**

### Section 1: COVENANTS RUN WITH LAND

These Covenants run with the land and are binding upon all Tract Owners, their heirs, successors and assigns.

### Section 2: AMENDMENT

For three (3) years following the original filing of these Covenants (August 29, 2022), these Covenants may be amended only by the Declarant. Thereafter, these Covenants may be amended only by a vote of seventy-five percent (75%) or more of the Tract Owners.

### Section 3: ENFORCEMENT

Any individual Tract Owner, and the District, shall each have the right to enforce, by any proceeding or law or equity, all covenants now or hereinafter imposed by the provisions of this Declaration. Failure by the District or any Tract Owner to enforce any covenant herein contained shall in no event be deemed a waiver of right to do so thereafter. Such failure shall not prevent the District or Tract Owner from enforcing any subsequent covenant violation.

### Section 4: ATTORNEY FEES

Any expense reasonably incurred in collecting and/or enforcing any of the above covenants, which shall include reasonable attorney's fees by the other Tract Owners or Improvement and Service District or its equivalent shall be paid by the Tract Owner against whom the covenants have been successfully enforced. If the Tract Owner is the successful party to any such enforcement action, such Tract Owner shall be entitled to recover its reasonable attorney's fees and costs incurred in defending the action.

### Section 5: SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.



Section 6: WAIVER OF JURY TRIAL

The Declarant and each Tract Owner do hereby irrevocably waive any and all right to trial by jury of any claim or cause of action in any proceeding arising out of or related to this Declaration or any transactions or events contemplated hereby or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. The Declarant and Tract Owners each agree that any and all such claims and causes of action shall be tried by the court without a jury. Each further waives any right to seek to consolidate any such proceeding in which a jury trial has been waived with any other proceeding in which a jury trial cannot or has not been waived. Each further agrees that this provision shall not merge with any deed or conveyance which may be granted from Declarant to the Tract Owner.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, have hereunto set his hand this 26<sup>th</sup> day of Aug., 2025.

DECLARANT:

**YELLOWSTONE L&R RANCH, LLC,**  
a South Carolina  
limited liability company

BY: Les Lindskov  
Les Lindskov  
Its: Managing Member

STATE OF South Dakota  
) ss.  
COUNTY OF Dewey

Subscribed, sworn and acknowledged before me by Les Lindskov, Managing Member of Yellowstone L&R Ranch, LLC, a South Carolina limited liability company, DECLARANT, this 26<sup>th</sup> day of August, 2025.

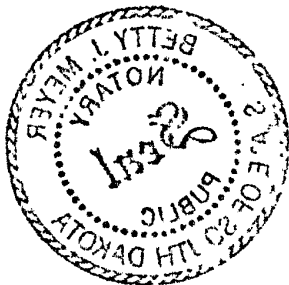
WITNESS my hand and official seal.

Betty J Meyer  
Notary Public



My commission expires: 9-11-25

*[Handwritten notes]*



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