

**ARTICLES OF ASSOCIATION
of
Ponderosa Homeowners Association
and
By-Laws**

Declaration of Association of Homeowners of Ponderosa Subdivision made on
September 8th 2021, ~~2020~~ pursuant to vote of the owner of lands in
LEB.
Ponderosa Subdivision.

I. Declaration:

The Ponderosa Homeowners Association declares that it is an Unincorporated Nonprofit Association pursuant to Wyoming Statutes at W.S. §17-22-105, et seq., this declaration being made to set forth and memorialize the existence of this association as set forth in Declaration of Protective Covenants recorded May 25, 2000 at Book 415, page 83 in the Office of the Sheridan County, Wyoming County Clerk.

II. Definitions:

a. Ponderosa Homeowners Association: An association of the owners of lots and tracts in the Ponderosa Subdivision, a subdivision of lands in Sheridan County, Wyoming, as appears in Plat of Ponderosa Subdivision placed of record in the Office of the County Clerk Sheridan County, on October 9, 1963, at Book 2 of Plats, page 61, instrument No. 483863.

b. Member: An owner of lot(s) or tract(s) of and in the Ponderosa Subdivision; being a natural person, corporate entity, trust or partnership, including any legal entity.

c. 2000 Covenants: The Declaration of Protective Covenants of Ponderosa Subdivision, recorded in the Office of the County Clerk, Sheridan County, on May 25, 2000, at Book 415, page 83, instrument No. 347455.

d. 1963 Covenants: The Declaration of Protective Restrictions, Ponderosa Subdivision, Story Community, Wyoming, recorded in the Office of the County Clerk, Sheridan County, on October 10, 1963, at Book 143, page 301, instrument No. 483977.

III. Purpose:

The purpose of the Ponderosa Homeowners Association is to enforce, assure and provide for the use, occupancy and development of the Ponderosa Subdivision in accord with the 2000 Covenants to insure exclusive residential purposes, preserve the natural beauty, maintain property values, through application of the conditions, restrictions, covenants and reservations set forth in said 2000 Covenants.

Exception to residential purposes is acknowledged and approved for Lot 112 and Lot 113; Lot 112 being rezoned commercial and Lot 113 being used for the Story Fire Station.

These articles and by-laws supersede any and all previous by-laws of the Ponderosa Homeowners Association.

IV. Authority:

The Ponderosa Homeowners Association is the successor to the Declarant of the 1963 Covenants consisting of all the Ponderosa Subdivision Owners as set forth in the 2000 Covenants. The right and duty of enforcement of the 2000 Covenants is vested in the Ponderosa Homeowners Association, an association established by said 2000 Covenants.

V. Membership:

The Ponderosa Homeowners Association membership consists of the owners of lots and tracts within the Ponderosa Subdivision. Provided, as hereinafter set out, only one (1) vote per each parcel, whether 1 or more lot or tract, will be allowed, such that owners of multiple lots or tracts shall be singular for purposes of voting.

VI. Executive Committee:

The Executive Committee is established and constituted by the 2000 Covenants. The Executive Committee shall be composed of the following officers:

President
Vice-President
Secretary
Treasurer
Four (4) Trustees

The Executive Committee is the governing body of the Ponderosa Homeowners Association and as such is vested with the duty and authority to enforce covenants, manage the fiscal affairs of the Association, provide for voting by the members and generally manage the business and affairs of the Association. By adoption of this declaration the members provide permission and direction to the Executive Committee to enforce the 2000 Covenants.

SECTION V: ELECTED OFFICERS AND TRUSTEES

1. The Elected Officers of the Executive Committee and the ASSOCIATION shall be as follows:

A. **PRESIDENT** – The President shall preside at all the meetings of the ASSOCIATION and Executive Committee, shall sign all documents and communications on behalf of the ASSOCIATION, and shall insure regular and appropriate communications with all members and other persons and entities that are necessary and appropriate to the purpose of the ASSOCIATION as, including all federal, state, and local regulatory agencies. The President shall sign annual dues statements, past due annual dues statements, any special assessment statements, notices of intent to file liens, liens, and all other related documents, or may delegate this authority to the Treasurer. The President shall serve for a term of four (4) years.

B. **VICE-PRESIDENT** – The Vice-President shall perform the duties of the President in his or her absence. The Vice-President shall serve for a term of three (3) years. The Vice-President shall chair the covenant advisory committee.

C. **SECRETARY** – The Secretary shall be responsible for keeping records and minutes of meetings of the ASSOCIATION, the Executive Committee, and any other duly authorized meetings of the members of the ASSOCIATION however designated or described. The Secretary shall be responsible for preparation of documents, notices, and other communications for the ASSOCIATION and shall post, distribute, or mail any and all such documents, notices and other communications as are required or appropriate. The Secretary shall maintain and keep current a list of all members of the ASSOCIATION, including the mailing addresses of all members of the ASSOCIATION. The Secretary shall serve for a term of three (3) years.

D. **TREASURER** – The Treasurer shall be responsible for maintaining the funds of the ASSOCIATION and keeping accurate records of the receipt and disbursement of all such funds. The Treasurer shall attempt to estimate the funds needed to meet the short term or the anticipated long term financial obligations of the ASSOCIATION. The Treasurer shall meet and consult with the Executive Committee if additional funds are needed to meet the short term or the anticipated long term financial obligations of the ASSOCIATION. The Treasurer shall sign the United States income tax return Form 1120-H. The Treasurer may also sign annual dues statements, past due annual dues statements, any special assessment statements, notices of intent to file liens, liens, and all other related documents by direction of the President or in the absence of the President, the Vice-President. The Treasurer shall serve for a term of three (3) years.

E. **TRUSTEES** – There shall be not less than four (4) nor more than five (5) Trustees, all of whom shall be members of the ASSOCIATION at the time they are elected and also throughout the time that the Trustee serves on the Executive Committee. Any Trustee who is no longer a member of the ASSOCIATION shall no longer be a Trustee and need not be formally removed from office. The Trustees shall be voting members of the Executive Committee. The Trustees shall also vote on any increase in fees as set forth below. Each Trustee shall serve for a term of four (4) years. The Trustees shall constitute and serve as the covenant advisory committee.

2. **EXECUTIVE COMMITTEE** –The Executive Committee shall be solely and exclusively responsible for:

A. Approving or disapproving all building or other construction plans submitted by any member or members of the ASSOCIATION;

B. Counting the ballots cast in any and all elections or other votes of the membership of the ASSOCIATION that may be cast;

C. Calling and scheduling any special meetings of the ASSOCIATION;

D. Establishing an annual budget for the ASSOCIATION.

E. Providing for the enforcement of covenants and the maintenance and improvement of streets, roads and common areas of the Ponderosa Subdivision; and

F. Hiring legal counsel for the ASSOCIATION from time to time as may deemed necessary and appropriate under the circumstances.

3. Any reference in the DECLARATION OF PROTECTIVE RESTRICTIONS or any other applicable document or documents concerning the ASSOCIATION shall be construed and deemed to mean and refer to the Executive Committee that is referred to in this declaration.

4. Covenant Advisory Committee: The Trustees shall constitute the Covenant Advisory Committee, under the chairmanship of the Vice-President, and shall receive, review and advise the Executive Committee as to all applications for construction, development, use and conditions as to all lots, as to compliance with the 2000 Covenants.

BY-LAWS

VI: MEETINGS

Executive Committee: The Executive Committee shall meet at least quarterly at date and time established by the President.

Quorum: A quorum to conduct business shall be a minimum of three (3) of the Association officers; i.e. President, Vice-President, Secretary, Treasurer and one (1) Trustee.

Order of Business at Executive Committee meeting:

- Call to Order
- Roll call and determination of quorum
- Reading and approval of minutes of last meeting
- Unfinished business
- Report of Secretary
- Committee Reports
- Review and consider applications for development
- Review of covenant violations and determine action
- New business
- Resolutions
- Consider budget and assessments; last quarter meeting

Meeting of Members: The President, as deemed necessary by the Executive Committee shall call a meeting of the members at place, date and time to be determined. Such member meeting may be called for any purpose. Members may attend any and all meetings of the Executive Committee.

SECTION VII: ELECTIONS AND VOTING

The elections of the Elected Officers and the Trustees of the ASSOCIATION and any questions, additional assessments, or special assessments on any ballot shall be by votes cast by adult members of the ASSOCIATION and shall be conducted as follows:

1. Unless otherwise directed by the Executive Committee, elections and other questions to be determined by the members shall be by mail ballot.

2. Ballots shall be mailed to all qualified members of the ASSOCIATION by certified mail at least thirty (30) days prior to the date on which the votes are to be counted.

3. Any qualified member of the ASSOCIATION may waive his, her, or its right to have a ballot sent by certified mail by signing and returning a document acknowledging the receipt of the ballot and specifically waiving this right. This waiver of a right to have a ballot sent by certified mail may be limited to a specific ballot or may be a general and complete waiver for all ballots. Any waiver of a right to have a ballot sent by certified mail may be revoked in writing at any time prior to the casting of a ballot without cause or notice. Any waiver of a right to have a ballot sent by certified mail may be signed on the day that the ballot is cast or on any other date before the ballot is counted.

4. If two (2) or more persons or other entities of any kind, type, or description own one (1) contiguous parcel of land in the Ponderosa Subdivision (even if this contiguous parcel consists of two (2) or more lots), all such persons are entitled to only one (1) total vote. It will be up to these persons or other entities to determine how their one (1) vote will be cast. If two (2) or more such persons or entities cast individual votes, then none of their votes shall be counted in any manner and shall be considered void for all purposes.

5. The date and time of day on which the votes are to be counted, the address to which the completed ballot is to be mailed, and the place where the votes are to be counted shall be conspicuously printed on the ballot.

6. All members of the ASSOCIATION and his, her, or their legal representative (who must be a member in good standing of the Wyoming State Bar ASSOCIATION) shall have the right to be present when any ballots are counted by the Executive Committee; however, only members of the ASSOCIATION and his, her, or their legal representative shall have the right to be present when ballots are counted by the Executive Committee and this right cannot be assigned by any member of the ASSOCIATION to any other person, entity, or other non-legal representative.

7. A simple majority of returned ballots shall be sufficient for any election of the Elected Officers or Trustees of the ASSOCIATION or for any other question or assessment that is on the ballot.

VIII: FISCAL

The fiscal year for the Ponderosa Homeowners Association shall be the calendar year.

On an annual basis, no later than the end of October, the Executive Committee shall prepare and propose a budget for the following year, which shall be disseminated to the members, and considered by end of November.

Semi-annually the Executive Committee shall report the Associations fiscal conditions to the members, to include reserves, revenues, expenditures, anticipated expenses, delinquent assessments and cash on hand. The Executive Committee shall adopt the Association budget not later than December 1 of the preceding fiscal year.

SECTION IX: FEES, ADDITIONAL OR SPECIAL ASSESSMENTS, AND LIENS

1. An annual fee in the sum of \$240.00 per year shall be imposed on each contiguous parcel of land to cover the costs of the ASSOCIATION, including secretarial expenses, snow removal, road maintenance, enforcement of the Declaration Of Protective Restrictions (2000), legal fees and those other expenses that may be approved by the Executive Committee from time-to-time. The Treasurer shall issue an annual written report setting forth the receipt and disbursement of money of the ASSOCIATION.

2. The fee set forth in Paragraph 1 of this Section may be increased by a maximum of twenty per cent (20%) per year upon a majority vote of the Executive Committee. In the event of a tie vote of the Executive Committee, the increase in fee shall **NOT** occur. This increase in this fee shall be considered adopted and ratified by the ASSOCIATION and shall be permanent, unless a majority of the total number of members of the ASSOCIATION entitled to vote cast a vote to rescind or cancel the increase in these fees at the next regular annual meeting of the Executive Committee.

3. Any increase in the fee set forth in Paragraph I of this Section that is made pursuant to Paragraph 2 of this Section shall be effective for the next year in which such fee is due and for all subsequent years, unless a majority of the total number of members of the ASSOCIATION who are entitled to vote cast a vote to rescind the increase in this fee at the next regular annual meeting of the ASSOCIATION.

4. Additional assessment or special assessment to the members of the ASSOCIATION may be made by the Executive Committee due to extraordinary expenses that may arise or are reasonably expected to arise in the future from time to time as follows:

A. A Notice of any such additional assessment or special assessment shall be sent by certified mail to all members of the ASSOCIATION.

B. Any qualified member of the ASSOCIATION may waive his, her, or its right to have a Notice sent by certified mail by signing and returning a document acknowledging the receipt of the Notice in question and specifically waiving this right. This waiver of a right to have a Notice sent by certified mail may **NOT** be revoked. Any waiver of a right to have a Notice sent by certified mail may be signed at any time before the votes concerning this Notice are counted.

C. The Notice shall concisely state the reason or reasons for any such additional assessment or special assessment.

D. The Notice shall contain the amount of any such additional assessment or special assessment and the date on which this additional assessment or special assessment is due to be paid by the member of the ASSOCIATION.

E. The Notice shall conspicuously state (i.) objections to this additional assessment or special assessment must be signed by the member of the ASSOCIATION and made so as to be received by the ASSOCIATION within thirty (30) days of the date of the Notice; (ii.) the date and time of day on which the votes are to be counted; (iii.) the address to which the completed ballot is to be mailed; (iv.) the place where the votes are to be counted; and (vi.) that the words "I object" legibly and conspicuously written on the Notice and returned to the ASSOCIATION is sufficient objection to the proposed additional assessment or special assessment.

F. The additional assessment or special assessment shall be considered adopted and ratified by the ASSOCIATION unless a majority of the total number of members of the

ASSOCIATION who are entitled to vote object to the additional assessment or special assessment.

5. All dues and assessments are due thirty (30) days after mailing of notice to members

6. Any member of the ASSOCIATION who does not pay any fee, additional assessment, or special assessment in a timely manner specifically and unconditionally consents to a lien being placed upon his, her, its, or their property upon thirty (30) days notice of intent to file a lien sent by certified mail to him, her, it, or them at his, her, its, or their mailing address on file with the ASSOCIATION and also specifically and unconditionally consents to the filing of a legal proceeding to foreclose the lien upon his, her, its, or their property. The actual receipt of this certified mailing is not necessary, provided that the certified mailing is sent to the address of the member of the ASSOCIATION on file with the ASSOCIATION.

7. Any member of the ASSOCIATION who does not pay his, her, or its fees, additional assessments, or special assessments in a timely manner shall be responsible for and shall pay the reasonable attorney's fees and costs that are incurred by the ASSOCIATION in placing and, if necessary, foreclosing the lien upon his, her, or its property. Any and all such reasonable attorney's fees shall be in additional lien upon his, her, or its property. Any and all such fees, additional assessments, or special assessments and attorney's fees shall accrue simple interest at the rate of one and one-half cent (1 1/2%) per month until paid in full.

SECTION X: ENFORCEMENT

1. The Declaration Of Protective Restrictions the 2000 Covenants, afford a mechanism of enforcement and shall be used as necessary to insure compliance with the said

Declaration Of Protective Restrictions, or to any subsequent amendment or amendments to the Declaration Of Protective Restrictions.

2. The enforcement of the terms, conditions, and covenants of the Declaration Of Protective Restrictions, or to any subsequent amendment or amendments to the Declaration Of Protective Restrictions, shall be the responsibility of the Executive Committee of the ASSOCIATION.

3. The enforcement of the terms, conditions, covenants of the Declaration Of Protective Restrictions by the Executive Committee shall be undertaken only upon thirty (30) days written notice to the Member in violation and opportunity to cure or agreement to cure to satisfaction of the Executive Committee.

4. The enforcement of the terms, conditions, covenants of the Declaration Of Protective Restrictions, or to any subsequent amendment or amendments to the Declaration Of Protective Restrictions, or of any violations thereof, may be by any legal or equitable action deemed necessary and appropriate by the Executive Committee including, but not limited to:

- A. Filing a lawsuit for damages;
- B. Filing a lawsuit to foreclose upon a lien;
- C. Filing for injunctive relief, such as a temporary restraining order or a permanent injunction; and/or
- D. Seeking such other and further legal or equitable relief including, but not limited to, the imposition and collection of fees, additional or special assessments, liens, or fines as is deemed necessary and appropriate under the circumstances then existing.



SECTION XI: ADOPTION

Adopted at Story, Wyoming by resolution of the Executive Committee of the Ponderosa Homeowners Association pursuant to election by the members of the Association.

Larry Baker
President Date: 9-8-21

Attest:
Dana Matchett
Secretary Date: 9-8-21

SECTION XII: CERTIFICATION

The foregoing Articles of Association of the Ponderosa Homeowners are certified as adopted pursuant to election held and conducted pursuant to Second Amended By-Laws of the Ponderosa Homeowners Association as recorded in the office of the Sheridan County Clerk on October 5, 2011 at Book 36, page 163, instrument no. 2011-691037. The adoption of these articles of association was approved by a majority of the ballots cast.

Dana Matchett
Secretary, Ponderosa Homeowners Association
Date: 9-8-21

State of Wyoming
County of Sheridan

NO. 2021-772259 BY LAWS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
LARRY BAKER P O BOX 496
STORY WY 82842

Larry Baker and Dana Matchett appeared
before me on this 8th day of September, 2021.

Chaunce Anderson
my commission expires
October 20, 2023 13

