



AMENDED AND RESTATED
DECLARATION OF COVENANTS
CROSS CREEK ESTATES SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS FOR CROSS CREEK ESTATES SUBDIVISION (this "Amended Declaration"), is made on the date hereinafter set forth by Cross Creek Estates Home Owners' Association, Inc., a Wyoming Nonprofit Association, ("Association") for the purpose of evidencing the covenants contained herein.

WITNESSETH:

WHEREAS, the Declaration of Covenants ("Declaration") was recorded on November 1, 2005, in Book 468 at page 765, in the real property records of Sheridan County, Wyoming by Vesta, LLC ("Declarant").

WHEREAS, Paragraph 22 of the Declaration permits the Association to amend the Covenants of the Declaration.

WHEREAS, the required percentage of members has approved this Amended and Restated Declaration of Covenants in accordance with Paragraph 22 of the Declaration, as evidenced by the Ratification and Consent of Lot Owners attached hereto as Exhibit 1.

WHEREAS, the Association has complied with the provisions of Paragraph 22 of the Declaration and wishes to make certain amendments to the Declaration as set forth in the Amended and Restated Covenants.

NOW, THEREFORE, pursuant to Paragraph 22 of the Declaration, the Declarant hereby amends and restates the Declaration as set forth.

SECTION 1 – GENERAL PROVISIONS

1-1. Declarant declares that the Subdivision known as Cross Creek Estates, and each Lot thereof, shall be owned, transferred and occupied subject to the covenants, conditions, restrictions, easements and liens (herein described as the "Covenants") as set forth herein.

1-2. Definitions.

- a. "Association" means Cross Creek Estates Home Owners' Association, Inc., its successors and assigns.
- b. "Subdivision" means that certain real property situated in Sheridan County, Wyoming subdivided and dedicated as Cross Creek Estates Subdivision.
- c. "Lot" means any single-family residential Lot shown upon any recorded subdivision map of the Subdivision.



- d. "Member" means every person or entity that holds membership in the Association.
- e. "Owner" means the record owners, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers.
- f. "Board of Directors" means a group of Members elected to administer the affairs of Cross Creek Estates Home Owners' Association in accordance with applicable governmental laws, the Declaration and Bylaws.
- g. "Declaration" means the Declaration of Covenants applicable to the Subdivision and recorded among the land records of Sheridan County, Wyoming, as may be amended from time to time.

1-3. Lots Defined. These Covenants shall apply to each and every one of the twenty-one (21) numbered Lots of CROSS CREEK ESTATES SUBDIVISION, as designated on the aforesaid Plat as Lot 1 through Lot 21 (hereinafter referred to as "Lot" or "Lots"). Each covenant herein shall apply to each said Lot, and shall be binding upon and run with the land. Provided further, Declarant developed additional Lots adjacent to the Subdivision and reserved the right to encumber such Lots in the future with these covenants.

1-4. Owner Solely Liable. The Owner(s) of record for each Lot shall be solely liable for any event, accident or damages which occur on their Lot(s). Insurance coverage for such events, accidents and damages is normally included within the provisions of a home owners' insurance policy. Without regard as to whether any Lot is so insured, the Association shall assume no liability for any events, accidents or damages which occur on any Lot within the Subdivision, whether said Lot is developed or undeveloped.

1-5. Cross Creek Estates Home Owners' Association.

- a. *Membership.* Every person who is an Owner of a Lot shall be a member of the Association, and such membership shall be appurtenant to and may not be separated from the ownership of the Lot. An Owner shall become a member upon conveyance of record to him of his Lot and shall cease being a member upon his conveyance of record of such Lot. No certificate or document, save and except a recorded conveyance to a Lot, shall be required to evidence such membership.
- b. *Voting Rights.* Each Owner shall be entitled to one vote for each Lot owned, save and except that the voting rights of any Owner who is more than 30 days past due on the payment to the Association shall be automatically suspended until such assessment, together with interest, costs, and reasonable attorney's fees, is paid in full. The voting rights of any Owner against whom an enforcement issue is being voted upon by the Association shall be suspended for the vote on that enforcement issue only. When more than one person owns an interest in any Lot, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast on behalf of each
Lot.



- c. *Action.* An action of the Association, or any approval required of the Owners under these Covenants, shall require the affirmative vote of at least fifty-one percent (51%) of all Lots, excluding the vote of any Owner whose voting rights are suspended under Subparagraph b. above, cast in person or by proxy, at a duly constituted meeting of the Association, or, without a meeting by written approval of such action by said Owners.
- d. *Meetings.* The Association shall have an annual meeting. The annual meeting shall be held during the first three calendar months of every calendar year, and at a place to be determined within Sheridan County, Wyoming. Other special meetings of the Association may be called at any time by the written request of the Owners of any five (5) Lots. Written notice of any and all meetings of the Association shall be given by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Owner, addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and the purpose of the meeting. Each Owner may vote in person or by proxy at all meetings of the Association. All proxies shall be in writing. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his Lot.
- e. *Books and Records.* Upon written request, the books, records and papers of the Association shall be subject to inspection at a reasonable time and place by any Owner and by a Mortgagee holding a duly recorded mortgage against a Lot.
- f. *Principle Office.* The Association shall designate a principle office from time to time.
- g. *Dissolution.* The Association may be dissolved upon the written approval of all of the Owners of all the Lots. Upon dissolution of the Association, the assets of the Association shall be distributed to the Owners of the Lots within CROSS CREEK ESTATES SUBDIVISION in equal shares, or dedicated to an appropriate public agency or nonprofit organization to be used for purposes broadly similar to those for which this Association was created.
- h. *Limitations.* No part of the net earnings of the Association shall inure to the benefit of, or be distributed to, the Owners except that the Association shall be authorized to pay reasonable compensation for services rendered.

SECTION 2 - ASSESSMENTS

2-1. Creation of a Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments or charges duly established and levied as hereinafter provided. All such 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 Lot 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 Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

2-2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to pay the obligations imposed upon the Association by these Covenants and to promote the health, safety, and welfare of the residents of the Lots.

2-3. Annual Assessments. The Association shall establish an annual assessment to meet its obligations under these Covenants, including but not limited to the obligations to maintain the roads, main irrigation pipeline and entryway(s) of the Subdivision, and to otherwise satisfy the operating expenses of the Association. The Association shall have the power to include within the annual assessment any amount necessary to meet the costs of any other service duly approved by the Association.

2-4. Special Assessments. In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only as approved by the Association.

A special assessment was approved by the Association and levied in 2014, in the amount of \$1,000 per Lot, to pay for the upgrade of the irrigation system for Lots # 1 through 15 and Lots #18 through 21. The Association agreed to provide \$300 of that special assessment for Lots numbered 5, 6, 7, 12, 13, 15, 19 and 21 until the initial sale of each of those Lots closed. Therefore, at closing, the initial Buyer(s) of Lot 5, 6, 7, 12, 13, 15, 19 and/or 21 shall provide the amount of \$300 to the Association in addition to all other costs, fees and charges associated with the purchase of the Lot.

2-5. Approval of Assessments. All assessments under this Paragraph shall be subject to the approval of the Association, as provided herein.

2-6. Uniform Rate of Assessment. Both annual and special assessments must be fixed as a uniform rate for all Lots.

2-7. Commencement of Annual Assessments. The annual assessment provided for herein was commenced as to all Lots on a date established by the Association. The annual assessment period shall be from January 1st of each year through December 31st of the same year unless otherwise agreed by the Association. The Association shall fix the amount of the annual assessment against each Lot by December 1st of the year proceeding each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto during the month of January of the year for which the assessment is fixed. The due date for payment of the annual assessment shall be the last calendar date of the month of February of the year for which the assessment is fixed. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

2-8. Effect of Nonpayment of Assessments. Any assessment not paid within 30 days after the due date may thereafter bear interest from the due date at the rate of 8 percent per annum. Upon the failure of a Lot Owner to pay the assessment when due, the Association will provide written notice to the violating Lot Owner by delivering the notice by certified mail -- such delivery shall be deemed effective on the date notice is mailed by the Association. The violating Lot Owner shall have thirty (30) days from the date the notice is deposited in the mail to pay, in full, the unpaid assessment, interest thereon and cost. If payment is not received by the Association within said 30 day period, the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot which is created herein by such nonpayment. The lien created herein shall be foreclosed in the manner provided for the foreclosure of real estate mortgages and liens thereon in the State of Wyoming and may be, at the Association's discretion, accomplished by advertisement and sale as provided in the Wyoming Statutes. In the event of such collection and/or foreclosure, the nonpaying Lot Owner shall be liable for all attorney's fees and costs incurred by the enforcing party in such collection. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of his Lot.

2-9. Subordination of Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage against the Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage, or any proceeding in lieu thereof, 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 and/or Owner from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 3 – USE RESTRICTIONS

3-1. No Further Subdivision. No Lot which is a part of the Subdivision shall ever be hereafter divided, subdivided, split or partitioned in any manner.

3-2. Residential Use Only / Home Business Exception. All Lots shall be used for residential purposes only. If an Owner leases a home on a Lot to another person, the Owner shall be responsible for ensuring only residential use be made of the Lot and compliance by the lessee with these covenants. No business or commercial building may be erected on any Lot, and no commercial enterprise or other non-residential use may be conducted on a Lot; provided however, nothing herein shall prohibit a home business or home occupation use that may be otherwise permitted under the applicable zoning regulations of Sheridan County, Wyoming, as now in effect or as hereafter amended or promulgated, by an Owner of the Lot so long as such home business occurs within the Owner's home electronically or by other means not involving externally visible activities or traffic above and beyond what would otherwise be reasonable if that Lot were used for residential purposes.



3-3. Waste Disposal. The Owner of each Lot shall adhere to local regulation for disposing of trash and garbage. No rubbish, debris, ashes or trash of any kind shall be burned on any Lot, nor shall it be placed or permitted to accumulate upon said Lot.

3-4. Vehicles, Machinery and Equipment.

- a. Vehicles which are not in running condition or are in a state of disrepair, and all trailers, campers, boats, recreational vehicles, motorcycles and other like vehicles, machinery and equipment shall not be placed or stored anywhere on a Lot unless enclosed in a garage or accessory building and out of the view of other Lot owners. Vehicles which are properly licensed and are used on a daily basis do not need to be stored in such a manner.
- b. Each Owner shall provide off-street parking for at least two vehicles on each Lot and such parking area shall be surfaced with either asphalt or concrete. No RV, boat, camper or any other recreational type vehicle shall be situated or parked on any Lot within the Subdivision for more than four consecutive days, nor more than a total of two weeks within any calendar year, unless such vehicle is enclosed in the garage or necessary building. Each lot owner may have one trailer, not exceeding eighteen (18) feet, whether it be enclosed or open, parked in a designated prepared parking area on the lot. This can be on a driveway, or on a cement or gravel pad, but not on grass or dirt. The area around the trailer must be maintained and kept free of weeds.
- c. Motorcycles, ATV's, snow machines and similar vehicles may be used only to enter and exit from the public roads to a Lot, and no such vehicle shall be operated on a Lot in any unsafe, noisy or offensive manner.

3-5. Livestock and Pets. No livestock of any nature shall be kept, raised, or maintained on a Lot ("Livestock" shall include but not be limited to: horses, donkeys, cattle, sheep, pigs, goats, llamas, peacocks, turkeys, chickens and any other such animals not customarily kept as household pets in the area), unless a specific variance is granted by the ACC in its sole discretion. Commercial animal husbandry shall not be practiced in any form, and all pets shall be maintained for personal and family use only. No Lot Owner shall keep more than three dogs nor more than three cats on a Lot, and all such dogs/cats shall be kept restrained on an Owner's Lot in a reasonable manner and shall at all times be kept from creating a nuisance or disturbance (particularly a noise disturbance) to other Lot Owners within the Subdivision.

3-6. Firearms. No gun or any other high-powered firearm shall be discharged within the Subdivision.

3-7. Hazardous, Noxious or Offensive Activities. No hazardous, illegal, noxious or unreasonably loud or offensive activities shall be permitted within the Subdivision, nor shall anything be done or placed within the Subdivision which is or may become a nuisance. Each Owner shall maintain his Lot at all times in a safe, sound and sanitary condition and shall repair or correct any condition and refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their Lots.



3-8. Irrigation of Yards and Landscaping.

- a. *Irrigation.* The Association, as defined in paragraph 1-1 above, shall have the authority and responsibility to ensure that the appropriated direct flow irrigation water that is available to the Subdivision, and to each Lot for which the Declarant has initially constructed the main irrigation pipeline, i.e., Lots 1-15, 18 and 19, is properly delivered to the main irrigation pipeline within the Subdivision when available.

Declarant has initially constructed the main irrigation pipeline in the Subdivision to Lots 1-15, 18 and 19 and will provide a connection point for each Lot to tap into said main pipeline. Declarant has not yet constructed the main irrigation pipeline to Lots 16, 17, 20 and 21 as stated in the original covenants; the Association is therefore not responsible for supplying irrigation to Lots 16, 17, 20 and 21 unless and until either (i) the original Declarant connects the Lot to the main irrigation pipeline, or (ii) the Lot becomes connected to the main irrigation pipeline during the course of a system-wide upgrade, such as is described in paragraph 2-4 above. After the initial construction, the Association shall provide the operation, maintenance and repair of said main pipeline. From that main pipeline connection for each Lot, each Owner may tap and connect to that main pipeline for irrigation of each Lot. All irrigation pipe on each Lot shall be underground. Valves, regulators, meters, vents and other appurtenances may be above ground.

After the Association ensures that such irrigation water is delivered to the main pipeline within the Subdivision, each Lot Owner shall be responsible for the maintenance, operation and cost of the irrigation works on each Lot and each Lot shall be allowed to divert its share of such irrigation water. No Owner may improperly impair other Lot's ability to obtain its share of water or otherwise improperly interfere with other downstream users of such water. The irrigation system of the Subdivision provides for approximately equal shares of available irrigation water to each Lot, as is set forth in that WATER RIGHTS DISTRIBUTION PLAN FOR CROSS CREEK ESTATES SUBDIVISION prepared by MC2 Engineering, P.C., which shall be filed with the Wyoming Engineer's Office. Declarant shall not be liable for any claim by any Owner for failure to supply or use such irrigation water.

Said available irrigation water is intended to provide water to irrigate the yards and landscaping of each Lot, as the appropriated irrigation water appurtenant to the Subdivision is available from time to time and from season to season. The Sheridan Area Water System ("SAWS"), which provides drinking water for domestic purposes, shall not be used for irrigation on the Lot or any landscaping thereon. Provided further, nothing herein shall prohibit the use of a groundwater well on any Lot for irrigation purposes, if otherwise properly permitted.

- b. *Landscaping.* Landscaping of each Lot is required and shall be completed no later than twenty-four (24) months from the date the residential dwelling on the Lot is occupied. This landscaping requirement includes the planting of grasses, shrubs, bushes, flowers and trees and other customary landscaping features. All such

landscaping shall be reasonably maintained and manicured and each Lot shall be kept reasonably clear and free of noxious weeds.

3-9. Destruction of Improvements. In the event any structure is destroyed either wholly or in part by fire or other casualty, that structure shall be promptly rebuilt, remodeled or entirely removed from the Lot to conform with these Covenants.

SECTION 4 – EASEMENTS

4-1. Utility Easements. All utilities and service lines installed on Lots shall be underground. No propane tanks shall be used as a source of fuel for a home's utility system. Easements are granted to and for the benefit of each Lot along those routes shown on the above-described Plat and designated thereon. The purpose of these easements is to provide each Lot with the benefit of allowing utilities, drainage and irrigation along such routes as may be necessary for each Lot in the Subdivision.

4-2. Landon Lane --- Possible Future Dedication. Each Lot lying along "Landon Lane," as shown on said Plat (i.e., Lots 8, 16, 17 and 19), is hereby notified that the eastern boundary of said Lots lies at or about the centerline of Landon Lane and that a thirty foot easement (as shown on said Plat) has been granted to Sheridan County for the public access thereon. Sheridan County officials may require, at some future date, that Landon Lane be dedicated to public use rather than an easement. As a condition of accepting the Subdivision of Cross Creek Estates, Sheridan County officials require recorded notice that each said Lot Owner may be required to dedicate that thirty foot portion of Landon Lane currently shown on said Plat as an easement.

4-3. Phillips 66 Pipeline LLC. It is expressly acknowledged herein that Lots 12, 13, 14, 15, 20 and 21 have an existing pipeline crossing such Lots, as shown on the Plat. Current and prospective property Owners of these Lots may obtain a free copy of company's publication, *General Encroachment Guidelines for Property Developers and Landowners near Phillips 66 Pipeline LLC's Pipelines and Facilities* for design and construction guidelines which that company administers in the vicinity of its pipeline. The publication can be obtained from the Pipeline Manager at 307-674-7959, or by visiting the Phillips 66 pipeline substation at 3404 Hwy 87, Sheridan, WY 82801.

SECTION 5 – ARCHITECTURAL CONTROL COMMITTEE

5-1. Formation of the Architectural Control Committee. The Architectural Control Committee (herein the "ACC") is created by this Declaration, and it shall have the exclusive right to govern, control and enforce the architectural review and approval of the building requirements for all construction on a Lot and any other improvements to a Lot. The ACC shall further be responsible for the approval/denial of any variance to the construction, design, elevation, or other general building requirements for each Lot, as set forth herein. The



ACC is made up of three members who shall be Lot Owners elected by the Association, as defined herein, at each annual meeting of the Association. Any action taken by the ACC shall require an affirmative vote by at least two of the three members.

5-2. Purpose/Intent of the Architectural Control Committee. The purpose and intent of the ACC is for it to serve as the exclusive architectural control committee for the Subdivision to protect the generally required characteristics of construction described herein and to prohibit any construction or improvement on a Lot in violation of such requirements and the theme intended for the Subdivision. In its capacity as an architectural control committee, the ACC's approval shall be required to commence construction. The ACC shall have the sole and exclusive control over such construction requirements and all decisions made by the ACC, in its sole discretion, shall be binding on the Subdivision and all Lots thereof; provided however, an appeal of an ACC's decision is available under 'Variations' as described in paragraph 7-1 herein.

5-3. Submission of Proposed Plans to ACC -- Review and Approval Process. Whenever an Owner of a Lot wishes to construct a primary residential dwelling, an accessory building or any permanent improvement and/or construction, the Owner shall submit to the ACC three (3) full sets of building and site plans for such proposed construction. Such plans shall show all exterior elevations of the proposed building(s) and shall designate all the materials and colors to be used for all exterior materials so that the ACC has sufficient information to evaluate if the proposal meets the requirements set forth herein. Additionally, the Owner shall submit color samples of all such materials for the ACC's review and approval process.

Upon receipt of such plans, the ACC shall call a meeting for the purpose of the ACC's review of the plans and samples submitted as soon as possible, but in no event shall such meeting occur later than twenty (20) calendar days from the date of the ACC's receipt of the plans and samples. At said meeting, the ACC shall have the opportunity to comment on the plans and discuss the same. At the conclusion of the discussion, the ACC shall vote on its approval of the proposed plans and samples. The approval of such plans shall require at least a two-thirds approval by the member(s) of the ACC, and such approval or denial shall be in the sole discretion of the ACC. The ACC shall issue a written statement outlining the result of said vote and whether the ACC approved or denied the proposed plans and samples. If denied, the ACC shall provide a written summary of the reasons for such denial and shall provide the same to the Lot Owner who proposed the plans within ten (10) days from the date of said meeting. No construction shall commence until the plans therefore have been approved by the ACC

5-4. Intent of Architectural Control and Possibility for Variance. It is the intent of these Covenants to ensure that homes and accessory buildings constructed within Cross Creek Estates Subdivision are higher-than-average homes in terms of quality, appearance and styling. The Lot Owners wish to promote a high quality of construction and appearance for each building to be constructed in the Subdivision to protect each other's lifestyles and property values. As further provided hereafter in the Covenants, the ACC, in exercising its architectural control of the Subdivision, may grant a variance to an Owner upon the Owner's written request to allow the primary residential dwelling or accessory building to be constructed, sided or roofed in some material other than those expressly permitted below. The Declarant acknowledges that there may be a type of construction, siding, roofing or other materials proposed that may be otherwise



prohibited herein but because of the overall high quality of construction, appearance and style of the proposed residence or building the ACC may allow such and grant a variance.

SECTION 6 – CONSTRUCTION REQUIREMENTS

6-1. New Construction/Time for Completion. All buildings erected on a Lot shall be either:

- i. on-site new construction with new quality materials, or
- ii. high quality system-built homes. All such system-built homes shall be: constructed off-site with 2"x6" exterior wall framing and with new quality materials, which are Uniform Building Code (UBC)-approved and are approved by the Architectural Control Committee ("ACC").

No Owner shall erect or place any mobile homes on any Lot at any time. Trailers shall not be used as a residence on any Lot during construction. Once construction of a structure is commenced on a Lot, construction of that structure shall be completed within eighteen (18) months of commencement.

6-2. Compatibility of Improvements. All buildings, fencing and any other improvements constructed on a Lot shall be appropriate in character, design, color and architecture in relation to the general area and to the other homes in the Subdivision. No unusual designs, styles or construction methods shall be allowed.

6-3. Colors of Improvements. All buildings and improvements will be painted, stained, sided and roofed in primarily earth tone colors so that they shall blend with the land and the surrounding area and homes as much as possible.

6-4. Number of Buildings per Lot. No buildings shall be erected, altered, placed or permitted to remain on a Lot other than: one (1) single-family primary residential dwelling which shall have a private attached garage for at least two vehicles, and a maximum of one (1) additional accessory building which may be used as a barn, shop, additional garage, studio, or guest house, workshop, recreation room, greenhouse, storage area, or any combination thereof.

6-5. Minimum Square Footage for Homes. Every primary residential dwelling that is a single story home shall have a minimum of 1,800 square feet of above grade finished living area. Every primary residential dwelling that is a two story (above grade) home shall have a minimum ground level floor area (i.e., footprint) of no less than 1,400 square feet of finished living area on the ground floor and no less than a total of 2,000 square feet of finished living area above grade. No primary residential dwelling shall exceed two stories above finished grade. No basement area will be considered a part of the finished floor area requirements. No basement shall extend higher than thirty inches (30") from the highest point of the finished grade elevation of the primary residential dwelling; provided however, if a Lot allows for a daylight basement, a



daylight basement shall be permitted with the daylight portion being allowed to exceed said 30" maximum.

6-6. Accessory Buildings. Accessory buildings shall not exceed 3,000 square feet on the ground level, and shall be of properly framed construction. No accessory building shall exceed a height of fourteen feet (14') at the highest point of the sidewall, nor twenty-seven feet (27') from the top of the floor to the highest point of the main ridge line. Provided further, an accessory building constructed on a Lot shall be constructed in a style that matches the primary residential dwelling constructed thereon, and the siding and roof materials and colors of both buildings shall be the same on the dwelling and accessory building.

Pre-manufactured sheds will be allowed as an accessory building if it is painted to match the home's color scheme and has the same roofing material. No metal sheds will be allowed. If an additional accessory building is to be added in the future, any and all sheds will be removed.

In an effort to promote a higher quality look than an average pole-type barn, each accessory building shall have one of more architectural details that provide a higher-than-average appearance (examples of such intended details include but are not limited to: varying or multiple roof lines; covered porch or landing; a roof cupola or other such architectural details). The architectural details required by this paragraph shall be subject to the approval of the ACC.

6-7. Permitted Sidings. Each primary residential dwelling and accessory building shall be sided with the following materials:

- i. properly painted, stained or treated cedar siding which shall be properly maintained after installation;
- ii. properly stained, painted or treated logs with a diameter or thickness of seven inches (7"), which shall be properly maintained after installation;
- iii. traditional stucco, Drivit or other high quality stucco-like siding;
- iv. masonry, which shall include natural or cultured stone or brick.
- v. high quality manufactured/composite siding [examples of such permitted composite siding include: James Hardie's "Hardiplank Lap Siding" or "Hardishingle Siding" and other such higher than-average manufactured siding approved by the ACC] that is in the form of a traditional lap siding or shake panels and which meets all of the following minimum criteria: (A) the color warranty on the siding product is a minimum of fifteen (15) years; (B) the durability warranty on the siding product is a minimum of thirty (30) years; and (C) that the siding is properly installed according to manufacturer specifications; (D) If primed, not prefinished siding is used, the paint applied to the siding will meet the minimum limited color warranty of fifteen (15) years, and be painted within the allotted twelve (12) months for completion of a structure.

Metal siding may be permitted only upon the prior express approval of the ACC.

6-8. Prohibited Sidings. No primary residential dwelling nor any accessory building erected on a Lot shall be sided with any other materials such as the following materials, which are



prohibited as such are typically inferior and less-than-average in quality and appearance, to wit:

- i. plywood or any wood sheet panel siding;
- ii. vinyl siding;
- iii. pressed board, hard board siding or other such inferior grade composite siding;
- iv. exposed unfinished cement or concrete block (no more than 30 inches of unfinished concrete for any basement/foundation wall shall be left in its unfinished condition);
- v. metal siding, unless expressly permitted by the prior express approval of the ACC, or
- vi. any other inferior siding.

6-9. Soffit and Fascia. All soffit and fascia shall be considered a part of the siding and shall be installed using new quality material and in accord with the siding materials allowed in paragraph 6-7, above; provided however, metal soffit and fascia may be used so long as such metal soffit and fascia meets the following minimum quality specifications: all such metal shall be of a high quality and thickness and shall be properly installed; and fascia over seven inches (7") in height shall have a stepped appearance. Provided further, whenever metal soffit and fascia is used, that area where the rake fascia board meets the horizontal soffit from the side of the house, that connection shall be finished by boxing in the connection so that it has a finished appearance.

6-10. Trim Boards/Windows & Door Casing. Should any building be sided with any material other than those permitted sidings listed in paragraph 6-7 above, then all exterior windows and doors shall have a minimum of 3 ½ inch, and a maximum of 6 inch, trim boards which case all windows and doors and shall have corner boards with a minimum width of 3 ½ inches, and a maximum of 6 inches, on each corner of the building.

6-11. Roofing Requirements. All major roof lines of any primary residential dwelling shall be pitched with at least a 6/12 pitch, unless otherwise expressly permitted by the ACC. All buildings constructed on a Lot shall have a roof of at least eighteen inch (18") overhang. No major roof line of any other structure erected on a Lot shall be pitched less than a 6/12 pitch. Permitted roofing materials shall not be in any unusual color and are limited to: (i) tile or slate; (ii) asphalt shingles; provided however, if asphalt shingles are used, they shall be the architectural design with the "shake" look and shall be of a quality with at least a 35 year rating, (iii) high quality composite shakes, (iv) real cedar shakes, (v) metal roofing with a baked enamel or high quality coated finish and in an architectural grade with concealed screws/fasteners, or (vi) other such higher-than-average quality roofing material approved by the ACC.

6-12. Sheathing & Exterior Framing Requirements. All construction shall use sheathing (except in types of construction where sheathing is not required, like logs) meeting at least the following minimum requirements: (i) all wall sheathing shall be at least 7/16" plywood, OSB or comparable sheathing product; (ii) all roof sheathing shall be at least 5/8" plywood, OSB or comparable sheathing product; and (iii) all subflooring shall be at least 3/4" plywood, OSB or comparable subflooring product. Additionally, all exterior stud walls shall be framed with studs on 16" centers or less. The purpose of these requirements is to ensure the quality of the exterior



appearance of the buildings shall be long lasting and shall not sag or develop a lower quality appearance because of lesser construction products used for exterior sheathing/framing.

6-13. Fencing. There shall be no chain-link fences, no woven or barbed wire fences (except for the exterior fences of the Subdivision for purposes of keeping livestock out), no concrete block fences, buck-and-rail wood fence, nor any other unusual type of fence *not* common to the area on any Lot. All permanent fences to be constructed on a Lot shall be subject to approval by the ACC.

Wood fencing with wire will be allowed for fences using horizontal planks and welded wire, and if (a) 2" x 6" or wider planks are used: (B) there is 1 plank per 1 foot of fence height; (C) all gates will be made of the same material as the fence: (D) 2" x 4" welded wire that is 14 gauge is used; and (D) the fence is sealed, stained, or painted and maintained to prevent weathering.

Depending on plans for location and size, dog runs may be allowed by variance granted by the ACC.

6-14. General Improvement Setback. No improvement shall be constructed closer to any property line, excluding the property line off the main Subdivision roadways, than a distance of twenty-five (25) feet without an express variance granted by the ACC on a case-by-case basis. All improvements shall be set back a minimum of seventy (70) feet from the main Subdivision roadways. The setback guidelines do not pertain to perimeter fences, landscaping and similar improvements which would not defeat the purpose of the setback. Eaves, steps and open porches of buildings shall not be considered as part of such improvement. Consideration should be given to place structures so as not to unnecessarily disrupt the view of neighboring Lot Owners and to provide continuity with the natural surroundings.

6-15. Exterior Lighting. Only standard residential lighting shall be used to illuminate a Lot. All outside lighting shall be arranged, directed and/or shielded so as to prevent any such light shining onto an adjacent road and/or other Lots.

6-16. Septic System. *Each Owner has notice, by virtue of the note included on the Plat and/or by these Covenants, that each Lot requires an engineered septic system and that such a septic system may be required to be a mounded system to accommodate proper drainage.* Each Owner shall have the responsibility to execute a percolation test, at his expense, to determine what type of septic system is required to be engineered for his Lot subject to the applicable requirements of the Sheridan County Engineer and the Department of Environmental Quality. Any septic system shall be built according to a Sheridan County permitted plan.

SECTION 7 – LEGAL, VARIANCE AND AMENDMENT PROVISIONS

7-1. Variances for Covenants. The Association shall have the power and authority, upon an affirmative vote of *at least* fifty-one percent (51%) of Lot Owners, to grant a variance from architectural and non-architectural control requirements set forth in these Covenants for good



cause shown in order to prevent undue hardship on an Owner subject to the Covenants. The variance, if granted, shall not violate the overall theme and appearance of the property subject to these Covenants and shall be in writing.

7-2. Enforceability. The Association shall have the right to enforce, by any proceeding at law or in equity, all restriction, conditions, covenants, reservations, liens and charges now or hereafter imposed pursuant to provisions of this Amended Declaration. The right of the Association to enforce restrictions, covenants and reservations is in addition to and is not in lieu of any Owner to enforce such restrictions, covenants and reservations. The ACC and/or Association shall be entitled to recovery of its attorney's fees and costs incurred in a successful enforcement of these covenants, including but not limited to enforcing those lien rights set forth in paragraphs 2-1 and 2-8 above.

7-3. Severability. Invalidation of any one of these Covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

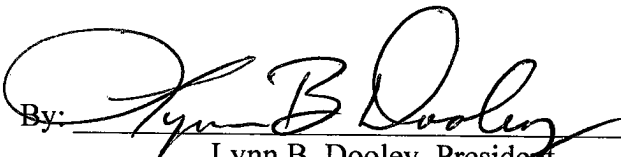
7-4. Non-Waiver. Any failure to promptly enforce a violation of these Covenants shall not be deemed a waiver of the rights to so enforce these Covenants.

7-5. Amendments to the Covenants. Except as expressly otherwise provided herein, these Covenants may be amended only upon an affirmative vote of at least fifty-one percent (51%) of Lots affected of record by these Covenants and with an instrument signed by the record Owners of at least fifty-one percent (51%) of such Lots, which shall be filed in the Office of the County Clerk of Sheridan County, Wyoming.

The covenants of this Amended Declaration shall run with and be binding upon the Subdivision and each Lot for a period of twenty (20) years from the date hereof, and shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by at least seventy-five (75%) of Lots affected of record by these covenants repeals and revokes this Amended Declaration in its entirety.

Executed by the Association this 8 Day of January 2019.

Cross Creek Home Owners' Association, Inc.

By: 
Lynn B. Dooley, President

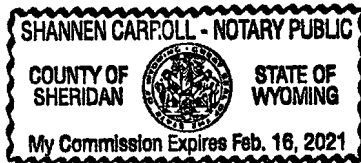


State of Wyoming
 County of Sheridan

Subscribed and sworn/affirmed to before me this 8 day of January,
²⁰19, by Lynn B Dooley.

Shannen Carroll

Notary Public



My Commission Expires: 2/16/2021

Attribution Clause: This Jurat Certificate is prepared for, and exclusively belongs to, the accompanying document entitled Amended and Restated Declaration of Covenants, which consists of 14 page(s) and is dated 1/8/19. If this Certificate is appropriated to any document other than the one described herein, it shall be deemed null and void.

Copyright 1995 by the Notary Law Institute. Unauthorized reproduction of any kind of this form is strictly prohibited.

40422

NO. 2019-747460 AMENDED COVENANTS
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
 LYNN DOOLEY 1129 CROSS CREEK CT
 SHERIDAN WY 82801