

**DECLARATION OF PROTECTIVE COVENANTS,  
FOR THE PATIO HOMES AT WOODLAND PARK**

THIS DECLARATION OF PROTECTIVE COVENANTS, (this "Declaration") is made this 30th day of JANUARY, 2012 by the Patio Homes at Woodland Park LLC, a Wyoming Limited Liability Company (hereinafter referred to as "Declarant").

**RECITALS**

A. Declarant is the owner of that real property (the "property") described in Exhibits of this Declaration, which is a subdivision known as the "Patio Homes at Woodland Park" formerly known as "Tract 2 of Woodland Park Subdivision". The Patio Homes at Woodland Park are Lots 1-36 and are situated upon property described in the plat which was recorded in the office of the Sheridan County Clerk on 9-23-2011, in Book P of Plats at Page 95, herein referred to as "the plat". Hereinafter such individual dwelling units are to be called "residential units". It is contemplated that each of the residential units will be sold to individual purchasers (the "residential owners") and that part of the property (the "common areas") being the property described and shown as outlots A, B, C, D, E, and F on the plat referred to above shall be held subject to the provisions of this Declaration and eventually conveyed to an entity formed and to be conducted as hereinafter described as the "Association", for the benefit of the residential owners. All reference to the common areas herein contained shall be deemed to refer to common areas of said plat and all references to residential lots herein contained shall be deemed as excluding said common areas.

B. Declarant has platted the Patio home lots and desires to cause to be constructed on the property Patio homes to be built for efficiency and freedom from maintenance of exterior surfaces of the structures, and provide seasonal care for grounds and walks. Declarant desires to assist favorable residential living and recreation, and proposes to establish and implement plans for residential living and recreation. Declarant desires to impose these restrictions on the subject property, yet retain reasonable flexibility to respond to changing or unforeseen circumstances so as to control and maintain the quality and standards of the Patio Homes at Woodland Park as administered by the Homeowners' Association.

C. Declarant is adopting this Declaration for the benefit of all owners of lots in the Patio Homes at Woodland Park LLC, such that lots may be held, transferred and used only in a manner consistent with this Declaration, which shall run with the land and be binding with all parties having any right, title and interest in the property, and their successors and assigns.



## **COVENANTS**

NOW, THEREFORE, Declarant hereby declares that the real property is and shall be held, transferred and occupied subject to the covenants, conditions, restrictions, easements and liens (collectively the "Covenants") set forth in this instrument.

### **ARTICLE I** **DEFINITIONS**

1.01. The following words and terms, when used in these Covenants, shall have the following meanings:

- **Association** shall mean and refer to the Patio Homes at Woodland Park Homeowners' Association, its successors, and assigns. Members of the Association shall be owners of lot(s) within the subdivision.
- **Architectural Review Committee** shall mean and refer to the Architectural Review Committee and its members.
- **Common Area** shall mean and refer to all real property within the property owned or controlled by the Association for the common use and enjoyment of the owners. City right of ways throughout the subdivision shall also be maintained by the Association if not done so by the City. Common area shall also include the Roads and Easements, as defined herein, except to the extent such roads and easements are dedicated to and accepted for maintenance by the City of Sheridan, Wyoming, or other public maintenance entity.
- **Common Expenses** shall mean and refer to maintenance, insurance, taxes, repairs, operations, management and administration expenses, legal and accounting expenses, management fees and other expenses declared by the provision of the Covenants Declaration or by the By-Laws of the Association to be common expenses or assessable against owners of the lots, and all sums lawfully assessed to maintain, administer, and operate the common area by the Association.
- **Declarant** shall refer to the Patio Homes at Woodland Park, LLC, which is the owner and developer of the Patio Homes at Woodland Park.
- **Dwelling** shall mean any building or unit located on a lot intended for shelter and housing.

- **Dwelling Accessory Building** shall mean a subordinate building, or a portion of a dwelling, the use of which is incidental to the dwelling and customary in connection to that use.
- **Exhibit** shall mean an attachment to either the covenants or development and building standards and incorporated therein.
- **Homeowners' Association or Association** shall mean all of the members designated in accordance with the covenants, The Homeowners' Association's board, called the "board", shall operate the Homeowners' Association.
- **Living Area** shall mean that portion of a dwelling which is enclosed and customarily used for dwelling purposes and having not less than six feet (6') of headroom, but shall not include open porches, open terraces, breezeways, attached garages, carports or dwelling accessory buildings. It shall include those areas of the building which are no more than three and one half feet (3 ½') below the exterior grade, and considered as living area by the City of Sheridan Engineering Department.
- **Lot** shall mean a lot of land described by lot number on any of the Patio Homes at Woodland Park plat of the property, together with any improvements thereon.
- **Maintenance** shall mean exercise of reasonable care of buildings, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original developed condition, normal wear and tear excepted.
- **Maintenance of Landscaping** shall mean the exercise of generally accepted lawn and garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.
- **A Manufactured Home** shall mean a residential structure built in a factory setting, constructed under the guidelines of the HUD code. The HUD code is a performance code, that is, the code requires the structure to perform to a specific specification.
  1. A HUD code manufactured home will have a red HUD seal attached (small rectangle) to the left lower corner of the front of the home (opposite the transport hitch end). Both halves of a double section home will have the seal.
  2. HUD code homes are built on a massive steel support frame. Four (4) huge steel I-beams (under a double section) with cross members and outriggers. A manufactured home is designed to be fully supported by the steel frame on a foundation approved by the manufacturer.



- **Modular Homes** shall mean homes built to the building code of the State in which the home is to be sited. Modular homes are sometimes referred to by their code, example "Boca" or "UBC". Modular homes may look exactly like their sibling manufactured home, or they may look entirely different. Some modular homes are indistinguishable from elaborate site built homes. Modular homes can be built on a manufactured home type steel frame or transported to the building site on a steel carrier, then lifted off the steel and moved onto the concrete and site-installed foundation. Modular homes are typically more expensive than a manufactured home, and thus appraise higher.
- **Owner** shall mean owner(s) of record, whether one or more person(s), of the fee simple title to, or the contract purchaser of any lot situated upon the properties, but shall not mean or refer to any holder of debt or mortgage unless such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- **Property** shall mean and refer to the lands platted under the Patio Homes at Woodland Park, LLC.
- **Residential Unit** shall mean and refer to a single lot or home built upon said lot.
- **Roads and Easements** shall mean and refer to all roads, streets and easements shown on the recorded plat of the Patio Homes at Woodland Park.
- **Single-family** shall mean one or more persons each related to the other by blood, marriage or adoption, or a group maintaining a common household in a dwelling. In any event HUD standards shall determine the definition of family and the subdivision shall comply with HUD regulations. The subdivision shall not define the family unit.
- **Special Improvement District** shall mean the Special Improvement District (SID), as recognized by Sheridan County and the State of Wyoming referring to the Patio Homes at Woodland Park in the Woodland Hills Special Improvement District.

As of the time of this Declaration, there are no assessments on SIDs (Special Improvement Assessments). This SID exists solely for the purposes of the protection of the Patio Homes at Woodland Park and the owners in the subdivision. It is possible that the Association could apply to the district to be assessed for road or other public improvements in the event the City would not supply those improvements in a timely fashion. It is believed this will be unnecessary, but the system is in place for an extremely rare possibility.



• **Story** shall mean that portion of building including between the surfaces of any floor and the surface of the floor next to, above, or if there is no floor above, the space between the floor and the ceiling next above.

• **Structure** shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION**

2.01. **Property.** All of the property in the Patio Homes at Woodland Park, located in the City of Sheridan and the County of Sheridan, State of Wyoming, is subject to these covenants.

## **ARTICLE III**

### **MEMBERSHIP AND VOTING RIGHTS**

3.01. **Membership.** The record owner of each lot (if an individual person) is the member. If there are multiple owners of record or if the record owner is an entity, the owner shall designate an individual person as the member with respect to the lot. In the absence of such written designation, assessments shall be charged against the lot and the owner, but there shall be no right to vote the membership until the designation is provided to the Association.

3.02. **Member Rights.** The member as designated in accordance with the Covenants shall be the only person entitled to vote on behalf of the owner at the Homeowners' Association meetings and elections. The member shall be entitled to one (1) vote for each lot in which he/she holds the interest required for membership.

3.03. **Quorum and Voting Requirements.** Except as specifically stated in these Covenants, any action by or on behalf of the Homeowners' Association requiring approval of members shall be deemed approved when it receives the affirmative vote of members that collectively hold more than fifty percent (50%) of the outstanding votes of the Homeowners' Association.



**ARTICLE IV**  
**FORMATION, POWERS AND DUTIES OF THE BOARD**

**4.01. Board.** The affairs of the Homeowners' Association shall be conducted by a board. The board shall consist of three members. Initially, all the members of the board shall be the Declarant and can be removed when seventy-five (75%) of the lots in the subdivision have been sold by the LLC. After that time, the members of the board shall be elected for three (3) staggered calendar year terms by a majority vote of the members of the Homeowners' Association.

**4.02. Powers and Duties.**

- a) To enter into contracts, maintain bank accounts, purchase materials, labor, equipment and supplies necessary to perform functions of the board, and conduct all reasonable business necessary or incidental to the operation of the Homeowners' Association;
- b) To maintain and repair all common areas not dedicated to the public and any equipment storage buildings as applicable and to establish and maintain reserves for maintenance and repairs;
- c) To enter into agreement with respect to assessment, collection and disbursement of Homeowners' Association funds;
- d) To assess lot owners for funds necessary for the operation of the board;
- e) To enforce the provisions of this Declaration, place liens on lots, and enjoin and seek damages from any owner for violation of the Declaration;
- f) To execute all Declarations of ownership for tax assessment purposes with regard to any of the common areas owned by the Homeowners' Association;
- g) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent owners, if the board sees fit or secured by such assets of the Homeowners' Association as deemed appropriate by the lender and the Association;
- h) To protect and defend the common areas from loss and damages by suit or otherwise, to sue or to defend in any court of law on behalf the Homeowners' Association;
- i) To administer reasonable rules and regulations for the operation of the common areas and to amend them from time to time. Amendments will be available to each owner within ninety (90) days after the end of each year in an annual report;
- j) To gain access to dwellings, given appropriate notice, to insure the health and safety of residents sharing a party wall.
- k) To procure the services of an outside accounting firm to annually review the common maintenance fund.



- l) To perform other duties and responsibilities as otherwise set forth in the Declaration.

**4.03. Liability Limitations.** Neither the Declarant, nor any member, nor the board, nor any agent thereof shall be personally liable for

- a) debts incurred by the Homeowners' Association;
- b) the tort or contract of another Member, whether such Member was acting on behalf of the Homeowners' Association or otherwise;
- c) any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof; or
- d) any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises of the Homeowners' Association.

**4.04. Rules of the Board.** All Members shall abide by any rules and regulations adopted by the board. The board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and a member determined to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney fees. The provisions of the Association shall be mandatory. No owner of any interest in any residential unit shall have any right or power to disclaim, terminate or withdraw from the membership in the Association or any of the obligations as such member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such owner shall be of any force or effect for any purpose.

**4.05. Contracts with Owners.** The board, on behalf of the Homeowners' Association, shall have full power and authority to contract with any owner (including, without limitation, Declarant) on behalf of the Association or services which the board is otherwise required to perform pursuant to the terms hereof. Such contracts shall be upon such terms and conditions and for such consideration as the board may deem proper, advisable and in the best interest of the Homeowners' Association.

**4.06. Reserve Funds.** The board may, in its sole and absolute discretion, establish reserve funds, which may be maintained and accounted for separately from other funds maintained for annual operating expenses, and may establish separate, irrevocable trust accounts in order to better demonstrate the amounts deposited are capital contributions and not net income to the Association.



## **ARTICLE V**

### **ASSESSMENTS**

- 5.01. Assessment of Funds.** The Association shall obtain such funds as it shall require by assessment upon the owners of all the residential units , the original construction of which shall have been complete. The amount of such assessments shall be determined not less frequently than annually by the Board of Directors of the Association who shall notify the homeowners of the imposition thereof or of any change in the amount thereof as the case may be, not less than thirty (30) days before such action shall become effective. In the event of disagreement by the homeowners, an analysis of the funds may be audited by a professional accounting firm and projected for replacement of future capital repairs and continued maintenance of all the residential units and common areas. The professional projection by the accounting firm shall be the final determination of the amount of assessment required for continued operation of the Association and future homeowner exterior repairs and replacements. It is the goal to collect only the necessary amount of funds to cover seasonal maintenance and exterior repair and replacement of exterior elements. Full fees shall be charged when the residential unit is fully finished and/or occupied. A pro rata charge may be assessed for cleanup or snow removal during construction.
- 5.02. Personal Obligation of Assessments.** Each owner of a lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed, as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Homeowners' Association the assessments authorized by the Declaration. These funds will become the property of the Homeowners' Association, and the homeowner understands that upon a sale of their property, they relinquish all rights in the maintenance and reserve funds to the Homeowners' Association for the future benefit of their buyer and other owners.
- 5.03. Interest.** If any assessment remains unpaid thirty (30) days after the due date, the unpaid amount shall accrue interest at the rate of eighteen percent (18%) per annum.
- 5.04. Creation of Lien.** Any unpaid assessments shall constitute a lien against each lot to secure the payment of all assessments levied pursuant to this Declaration, and expenses incurred in connection with the enforcement of the lien, including interest, costs and reasonable attorney fees. Each lien may be enforced by appropriate judicial proceedings, and the amounts secured by the lien shall be the obligation of the owner.



## ARTICLE VI INSURANCE, REPAIR AND RESTORATION

- 6.01. Right to Purchase Insurance.** The Homeowners' Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the common areas, any other improvements thereon or appurtenant thereto, for the interest of the Association and of all members thereof, in such amounts and with such endorsements and coverage as shall be considered good, sound insurance coverage for properties similar in construction, location and use of the subject property. Insurance may include, but need not be limited to:
- a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier;
  - b) Public liability and property damage insurance on a broad form basis;
  - c) Fidelity bond for all officers and employees of the Association having control over the receipt or disbursement of funds; and
  - d) Officers' and director's liability insurance.
- 6.02. Insurance Proceeds.** The Association and the members shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association as required in this Article VII remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the common areas or improvements thereon.
- 6.03. Insufficient Proceeds.** If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article VI of this Declaration to cover the deficiency.
- 6.04. Casualty and Insurance.** In the event the property, or any part thereof or any of the residential units there, shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the owners of the property so damaged or destroyed shall cause it to be repaired, restored or rebuilt, as the case may be as rapidly as reasonably possible to the condition in which such property was immediately prior to such damage or destruction subject only to the right of the Association. Each residential owner shall maintain in force at all times insurance covering the residential unit owned by that owner, consisting of or providing all the protection afforded by at least the insurance now generally described as fire, extended coverage, additional extended coverage, vandalism



and malicious mischief to one hundred percent (100%) of the full insurance value thereof with loss payable on the basis of the cost of replacement without deduction for depreciation. Each residential owner shall also maintain in force such insurance protecting the Association from loss, damage, express or liability resulting directly or indirectly from any act or omission of such residential owner or any employer, agent, representative, guest or invitee of such residential owner as the Association shall by rule or regulation require from time to time, provided however, that no such rule or regulation shall require the obtaining of any insurance of any type not then issued by responsible insurance companies regularly doing business in the state of Wyoming. A homeowner is to look to their own insurer for hazards to the exterior and roof. Damages that occur prior to the end of the expected useful life of the siding and roof shingles should be covered by hazard insurance, rather than the Association. The Association will replace those items at the end of their projected lifespan.

- 6.05. Homeowners' Insurance.** All insurance required to be maintained by any residential owner shall be issued by companies authorized to issue such policies in the State of Wyoming, shall name the Association as an additional insured, and shall provide that all proceeds becoming payable on account of loss or damage to such residential unit shall be payable to or as directed by the Association, subject only to the rights, limited as herein provided, of any mortgagee for value of the premises. The policies themselves or appropriate certificate showing the evidence of such insurance shall be furnished to the Association, and new policy or certificate evidencing the renewal of each expiring policy of insurance shall be furnished to the Association in each case at least ten (10) days prior to the expiration date of the expiring insurance.
- 6.06. Insurance Liability.** The Association and its officers, directors, employees, agents and representatives shall have no liability to any residential owner for damage or loss of either the residential unit of such owner or any personal property of said owner. Each insurer of any said residential owner's interest in said residential unit or personal property shall be bound by the provisions of these paragraphs and shall by appropriate provision in each policy of insurance concerned, waive all its rights or subrogation against the Association and any agent or representative of its officers, directors and employees.
- 6.07. Non-Payment of Property and Casualty Insurance.** If the homeowner fails to maintain insurance as described, the Association shall have the right (but shall not be required) to proceed to obtain such insurance or such lesser coverage as it may deem advisable for the protection of the adjoining unit and surrounding property as a possessor of an insurable interest, and the cost due from the owner of the residential unit so insured shall be paid to the Association upon demand.



- 6.08. **Contractors.** Without limitation, the Association is hereby given and shall have power to select or approve the architects, contractors and sub-contractors to be employed in connection with any Association repair, restoration or rebuilding; to select a single contractor or contractors to perform all various parts of the work or maintenance to the residential units and grounds, and to hold the proceeds of any insurance which may be payable on account of such casualty or other happening, and to control the disbursement thereof in such manner as to assure the sufficiency of funds for the completion of said work or for any other proper purpose.
- 6.09. **Reconstruction of Common Area.** Reconstruction by the Homeowners' Association or the Declarant after destruction by casualty or otherwise of any common areas or improvements, must be in substantial compliance with "as built:" plans for such common areas and shall not require compliance with the provisions of the Development Standards.
- 6.10. **Association's Reserved Easement and Access.** Each residential unit is hereby declared to be subject to an easement and right to and in favor of the Association and each and all of its employees, agents and instrumentalities to go upon such residential unit for reasonable inspection, after reasonable notice thereof from time to time for the purpose of carrying out any and all of the obligations and functions with respect to such residential unit or for the benefit of any other residential unit or units, as are herein imposed upon or permitted to the Association, expressly including, without limitation, installation of improvements, the maintenance, repair and replacement of any and all of the facilities of the supply of utilities and other facilities, apparatus and equipment serving said residential unit and or other residential units or the common areas. The Association shall have an easement of ingress and egress over and upon all units including but not limited to the roof, yard, and patio areas there for the purpose of construction, installation, repair, maintenance, replacement and inspection, of all facilities including, but not limited to exterior home elements, television antennae, transformers and water or utility meters, irrigation lines, fencing etc., for the benefit of homeowners, the developer, or the Association. In an emergency, when the homeowner is absent and such emergency affects the secondary unit, this easement may extend to the interior elements of the dwelling.
- 6.11. **Violation of Law or Insurance.** No owner or member shall permit anything to be done or kept on his lot or in or upon any common areas which will result in the cancellation of insurance thereon or which would be in violation of any law or these standards.



## **ARTICLE VII**

### **MAINTENANCE**

- 7.01. **Maintenance and Repair of Dwelling Exteriors.** The Association shall determine the need for and carry out or cause to be performed all maintenance of the exterior of the residential units, including without limitations, painting, staining and tuck pointing thereof at such intervals as shall be prudent, as well as the maintenance, repair and replacement of roof of the residential units. Said repairs shall exclude windows, doors, garage doors and any and all repairs covered by homeowner's insurance. Window cleaning and replacement and all interior elements shall be the responsibility of the homeowner.
- 7.02. **Lawn, Sidewalk, and Driveway Maintenance.** The Homeowners' Association shall also perform all maintenance of landscaping, provide for all lawn mowing, snow removal from sidewalks and driveways, and perform all improvement and repair of the grounds and landscaping of the residential units situated outside the exterior walls thereof.
- 7.03. **Common Irrigation-Water Line.** The Developers and Homeowners' Association shall at their sole discretion reserve easement upon and access to lots for the installation and maintenance of a common irrigation-water line in the event the Homeowners' Association or Declarant elects to install said common irrigation line. Currently, the plan is for each individual homeowner to tie onto their individual service line for their own sprinkler system.

## **ARTICLE VIII**

### **GENERAL RESTRICTIONS**

- 8.01. **Residential Use Only.** Unless permitted by the Architectural Review Committee, in its sole discretion, no residential lot shall be used except for residential purposes. Notwithstanding the foregoing, owners may use their residences for in-home offices if:
- a) consistent with applicable governmental zoning ordinances,
  - b) traffic is not unreasonably increased in the Patio Homes at Woodland Park, and such use is approved in advance by the Architectural Review Committee, in its sole discretion; provided, further, that the Architectural Review Committee/Homeowners' Association board can revoke such use in its discretion at any time for cause.
- 8.02. **Alterations.** From and after the completion of the construction of each respective residential unit and the delivery thereof the initial residential owner thereof, there shall be no alterations, changes, addition or deletions to or from said residential unit of any nature





which will or may be visible from the exterior of the residential unit or which will or may adversely affect any other residential unit whether by impairment of strength of any party wall or increase of sound transmission between units or otherwise, without permission first being obtained from the board.

- 8.03. Change in Color Schemes.** There shall be no change in any exterior color of any residential unit from the color scheme then in effect throughout the property except in connection with a general change in such color scheme under the direction or approval of the Association.
- 8.04. Lot Appearance.** No person shall accumulate or store on their lot junked, inoperable, unregistered, derelict or abandoned vehicles, or boats, trailers, horse trailers, heavy trucks, equipment or machinery, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefor, and if located outdoors shall be properly screened.
- 8.05. Pet Control.** No animals other than inoffensive common household pets, (birds, dogs, cats, ornamental fish), shall be kept on any lot. Each residential owner shall be required to clean up any feces or defecation produced by such pets on their property so as not to become an odor nuisance to neighbors, and shall be strictly liable for all damage or injury caused by such pets. Owners are also responsible for picking up their animal's debris when walking on the common areas and City right of ways. All pets shall be required to be kept inside the residential owner's dwelling or garage from 9:00 o'clock p.m. until 7:00 o'clock a.m. unless they are walking such pets on a leash. At all times, owners shall prevent dogs from creating a barking nuisance or other nuisance and must not allow any animal out of the dwelling unless the owner is in the animal's presence outside the dwelling. Vicious animals which threaten people or other pets shall not be permitted. Vicious, threatening or nuisance animals shall be permanently removed from the properties immediately upon request of the board which shall have authority to determine, in its sole discretion, which animals are vicious, threatening, or a nuisance.
- 8.06. Motor Vehicles.** There shall be no on-street parking permitted in front of any dwelling. Occasional temporary parking for guests is permitted. No unlicensed vehicle, trailer, recreational vehicle, motorcycle, all-terrain vehicle, snowmobile, boat or other powered assisted vehicle shall be stored on any lot except within the garage erected upon the lot.
- 8.07. Garbage.** No garbage or trash shall be kept, maintained or contained in any lot so as to be visible from another lot or the common areas. No incinerators shall be kept or maintained in any lot. No refuse pile, garbage or unsightly objects shall be allowed to be



placed, accumulated or suffered to remain anywhere on a lot. Fully enclosed trash containers may be set out for a maximum of two (2) days for pickup.

- 8.08. **Safe Condition.** Without limiting any other provision in this section, each owner shall maintain and keep his lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other owners, members or other persons of their respective lots or the common areas.
- 8.09. **Rental of Lots.** An owner who leases his lot to any person shall be responsible for assuring compliance by his lessee with all of the provisions of this Declaration, the Articles, By-Laws, Rules, or Development Standards, all as amended and supplemented from time to time, and shall be jointly and severally responsible for any violations by his lessee thereof.
- 8.10. **Off-Road Vehicles.** Motorcycles, snowmobiles, all-terrain vehicles, or other off-road vehicles are prohibited on all common areas and must be properly licensed to travel on paved roads. Any use of off-road vehicles on paved roads will be for normal transportation use and not for recreational purposes.
- 8.11. **Nuisances.** No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No outdoor lights that provide excessive illumination of adjacent lots shall be used on a routine basis. No plants or seeds or other conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot. It shall be the responsibility of each owner to maintain his lot free from accumulation of debris and from the overgrowth thereof of weeds and noxious vegetation. No burning of refuse shall be permitted outside any dwelling.
- 8.12. **Temporary Structures.** No trailer, mobile home, recreational vehicle, tent, shack, garage, barn, dwelling accessory building, outbuilding or other structure, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent, except as otherwise permitted herein or in any applicable Supplemental Declaration. However, the occasional, temporary use of motor homes or travel trailers for extra space when there are guests or in emergencies shall be permitted provided the vehicle is parked off street on a suitable surface and shall not be parked for more than ten (10) days in any calendar year. Temporary structures used during the construction of a structure shall be on the same lot as the structure and such temporary structures shall be removed immediately upon completion of construction.



- 8.13. **Mobile Homes.** No mobile home shall be permitted upon any lot at any time. This restriction shall not prevent the temporary parking and occasional use of a camping trailer or motor home in accordance with the provisions above, so long as the unit is parked on a suitable surface and is not a permanent residence.

## ARTICLE IX **PROPERTY RIGHTS IN THE COMMON AREAS**

- 9.01. **Members' Easements of Enjoyment.** Provisions of Section 9.02 of this Article, every member and every tenant of every member who resides on a lot, and each individual who resides with either of them on such lot, shall have a right and easement of use, for recreation and enjoyment in and to the common areas, however, such easement shall not give such person the right to make alterations, additions or improvements to the common areas owned by Homeowners' Association.
- 9.02. **Title to the Common Areas.** Declarant will hold record title to the common areas that are not dedicated to the public for an indefinite period of time, subject to the easements set forth in Section 9.01 hereof. Declarant shall have the right and option (without the joinder and consent of any person or entity, save and except any consent, joinder or approval required by the City of Sheridan) to encumber, mortgage, design, redesign, reconfigure, alter, improve, landscape and maintain common areas, provided that Declarant fully and timely complies with any and all requirements of the City of Sheridan. At some point in time deemed appropriate by the Declarant, Declarant will convey free and clear title to the common areas to the Homeowners' Association for the purposes herein envisioned. Declarant reserves the right to execute any open space declarations applicable to the common areas which may be permitted by law in order to reduce property taxes, or which otherwise benefits the Members.
- 9.03. **Police Power Easement.** With respect to the common areas and easements, the City of Sheridan, and all other governmental agencies and authorities shall have full rights of ingress, egress, regress and access for personnel and emergency vehicles for maintenance, police and fire protection, drainage and other lawful police powers designed to promote the health, safety and general welfare of the residents within the property.



## ARTICLE X USE OF COMMON AREAS

The use of the common areas owned by the Homeowners' Association shall be limited to members, their families and guests. The common areas and City right of ways through the subdivision may be used and enjoyed as follows:

- 10.01. Restrictive Actions by Members.** No Member shall permit any action on or in the common areas and City right of ways, which would violate any applicable public law or zoning ordinance or which will result in the cancellation of, or increase in the cost of any insurance carried by the Association, or which would be in violation of any law or any rule or regulation promulgated by the board.
- 10.02. Damage to the Common Areas.** Each member shall be liable to the Association for any damage to any portion of the common areas caused by the negligence or willful misconduct by a member or his family and/or guests.
- 10.03. Solicitation and Propaganda.** No person or entity shall solicit, promote or conduct business, religious, political or propaganda matters. No person or entity shall distribute handbills, newsletters, flyers, circulars, or other printed materials without the prior written consent of the Association (which consent may be withheld in its sole and absolute discretion).

## ARTICLE XI ARCHITECTURAL AND LANDSCAPE CONTROL

- 11.01. Appointment of Architectural Review Committee.** The Association shall have an Architectural Review Committee consisting of neither less than three (3) nor more than five (5) persons, as specified from time to time in the Development Standards by resolution of the board. The Declarant shall appoint the initial members of the Architectural Review Committee. The Declarant shall have the right to appoint, augment or replace all members of the Architectural Review Committee until seventy-five percent (75%) of all the Patio Homes at Woodland Park lots are sold. Thereafter, the Association shall have and retain the right to appoint, augment or replace all members of the Architectural Review Committee.



**11.02. General Provisions Concerning the Architectural Review Committee.**

- a) The Architectural Review Committee may assess reasonable fees in connection with its review of plans and specifications. The Association will strive for volunteers so that fee may be waived.
- b) The Architectural Review Committee may delegate its plan review responsibilities to one or more of its members or architectural consultants retained by the Architectural Review Committee. Upon such delegation, the approval or disapproval of plans and specifications by such member or consultants shall be equivalent to approval or disapproval by the entire Architectural Review Committee.
- c) The address of the Architectural Review Committee shall be the address established for giving notice to the Association, unless otherwise specified in the Development Standards. Such address shall be the place for the submittal of plans and specifications and the place where current Development Standards will be kept.
- d) The establishment of the Architectural Review Committee and the procedures herein for architectural approval shall not be construed as changing any rights or restrictions upon owners to maintain or repair their lots as may otherwise be specified in this Declaration, the By-Laws or Association Rules.
- e) The Architectural Review Committee shall approve or disapprove any plans and specifications submitted to it in accordance with the Development Standards within such period as may be specified in the Development Standards.

**11.03. Additional Powers of the Committee.** Committee may establish standards such as additional architectural and landscape standards, rules and regulations as it deems to be appropriate and as are not in conflict with this Declaration. Without limitation, the Patio Homes at Woodland Park Homeowners' Association board may fix a fine of up to \$1,000 for failure to obtain required approval from the Architectural Review Committee.

**11.04. Development Standards.** The Architectural Review Committee shall establish reasonable procedural rules, regulations, restrictions, architectural standards, design guidelines and development standards (collectively the "Development and Building Standards"), which the Architectural Review Committee may, from time to time in its sole discretion, amend, repeal or augment. The attached Development Standards shall constitute the initial Development Standards and are hereby deemed to be part of this Declaration, and shall be binding on all owners, members or other persons as if expressly set forth herein. A copy of the current Development Standards shall at all times be a part of the Association's records. The Development Standards may include, among other things, those restrictions and limitations set forth in the Development Standards pursuant



to resolution adopted by the Architectural Review Committee at the time the Homeowners' Association becomes a legal entity.

- 11.05. Types of Home Construction.** Only site built, component homes and modular homes will be allowed in the subdivision. No manufactured homes will be allowed.

## **ARTICLE XII**

### **GENERAL PROVISIONS CONCERNING THIS DECLARATION**

- 12.01. Registration with the Homeowners' Association.** In order that Declarant and the Homeowners' Association can properly acquaint every lot purchaser and every owner with these Covenants and Restrictions and the day-to-day matters within the Association's jurisdiction, no acquisition of any Declarant lot within the property shall become effective until and unless:
- a) The then-existing "Closing Information Package" has been properly executed by the Homeowners' Association, Declarant and the Purchaser/Transferee; and
  - b) All directives by the Homeowners' Association and Declarant have been properly and timely followed.
- 12.02. Duration.** The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the owners subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The Rules, Regulations and By-Laws shall run perpetually, subject to the rights of the members to terminate them. Such termination will take the consent of not less than seventy-five percent (75%) of the then owners of record, agreeing to abolish the Rules, Regulations and By-Laws in whole or in part; provided, however, that no such agreements to abolish shall be effective unless made and recorded thirty (30) days in advance of the effective date of such change; and unless written notice of the proposed agreement to abolish is sent to every owner at least ninety (90) days in advance of any action taken.
- 12.03. Amendments or Modification.** This Declaration may not be revised, amended or supplemented except pursuant to a written, recorded amendment as follows:
- a) The Declarant may modify any of the provisions of this Declaration of any Supplemental Declaration for the purpose of clarification, by recorded Supplemental Declaration; provided no such modification shall change the substantive provision of this Declaration or any Supplemental Declaration or materially alter the rights of any owner established by any such document, prior to



transferring the authority to appoint members of the Committee to the owners pursuant to Section 11.01.

- b) The owners may, at any time after the recording of this Declaration, modify any of the provisions of this Declaration or any supplemental Declaration by recorded Supplemental Declaration, to further the purposes set forth in Section 11.01, upon the vote of the owners of seventy-five percent (75%) of the lots within the properties, evidenced by a document in writing bearing each of their signatures, and duly recorded in the land records of Sheridan County, Wyoming; or by a resolution passed by the majority of the board evidencing the consent of seventy-five percent (75%) of the owners and authorizing the President of the Association to execute such document.

**12.04. Interim procedure.** Until all thirty six (36) of the various residential units shall have been conveyed by the developer to all residential owners, the developer shall, with respect to each such unsold residential unit have those rights, herein granted to or placed upon the residential owners including without limitation the right to control the Association and to control all matters upon which the members are entitled to vote, based on a per lot basis. The developer may turn over control of the Association at an earlier time if it so elects.

**12.05. Enforcement.** Enforcement of these Rules, Regulations and By-Laws shall be by a proceeding initiated by any owner, Declarant, any Member of the Homeowners' Association board, or by the City of Sheridan against any person or persons violating or attempting to violate any Rule, Regulation or By-Law contained herein, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. They shall have an election and right, but not an obligation or duty, to enforce these Rules, Regulations, and By-Laws by a proceeding or proceedings at Law or in equity. Notwithstanding any provision to the contrary in this Declaration, Declarant shall not have any duty, obligation, or responsibility to enforce any of these Rules, Regulations and By-Laws. Failure by any party to enforce any Rule, Regulation or By-Law herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party. Further, and with respect to any litigation brought against the board or any of their members or representatives arising out of any action, failure to act, or performance or non-performance of duties imposed hereby, by the board or their members or representatives, the board and/or their members or representatives so sued shall be entitled to recover their reasonable attorney fees from the person or entity bringing such action against it or them, unless the board or their members or representative shall specifically be adjudicated liable to such claimant.





- 12.06. Imposition of Violation Fines.** In the event that any person fails to cure (or fails to commence and proceed with diligence to completion) the work necessary to cure any violation of the Rules, Regulations and By-Laws contained herein within ten (10) days after receipt of written notice from the board designating the particular violation, the board shall have the power and authority to impose upon that person a fine for such violation (the "violation fine") not to exceed five hundred dollars (\$500.00). If, after the imposition of the violation fine, the violation has not been cured or the person has still not commenced the work necessary to cure such violation, the board shall have the power and authority, upon ten (10) days written notice, to impose another violation fine which shall also not exceed five hundred dollars (\$500.00). There shall be no limit to the number or the aggregate amount of violation fines which may be levied against a person for the same violation. The violation fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorney fees, shall be a continuing lien upon the lot against which such violation fine is made.
- 12.07. Severability.** If anyone of these Rules, Regulations and By-Laws is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Rules, Regulations and By-Laws shall not be affected thereby.
- 12.08. Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.
- 12.09. Notices to Owners.** Any notice required to be given to any owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as an owner on the records of the Association at the time of such mailing. Owners are required to place their mailing address on file with the Association.
- 12.10. Disputes.** Matters of dispute or disagreement between owners with respect to interpretation or application of the provisions of this Declaration or the Association Rules, Regulations and By-Laws, shall be determined by the board. These determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all owners.






IN WITNESS WHEREOF, the Patio Homes at Woodland Park, LLC, being the Declarant herein, has caused this instrument to be executed the day and year first above written.

the Patio Homes at Woodland Park, LLC

By:

  
 \_\_\_\_\_  
 Floyd J. Fleming

  
 \_\_\_\_\_  
 Phyllis J. Fleming

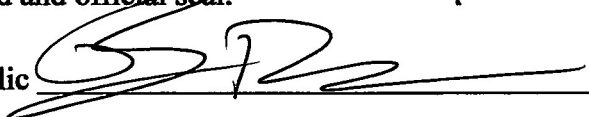
  
 \_\_\_\_\_  
 Jane P. Clark

STATE OF WYOMING     )  
   ) ss.  
 County of Sheridan     )

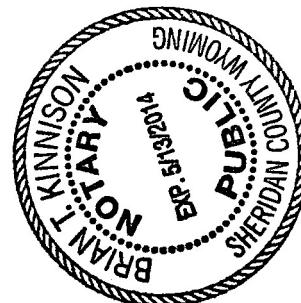
The foregoing instrument was acknowledged before me this

30<sup>th</sup> day of January, 2012 by Floyd J. Fleming, Phyllis J. Fleming & Jane P. Clark  
 as members of the Patio Homes at Woodland Park, LLC.

WITNESS my hand and official seal.

Notary Public   
 \_\_\_\_\_

My Commission Expires: 5-13-14





**2012-693831** 1/30/2012 4:17 PM PAGE: **22** OF **22**  
BOOK: 531 PAGE: 566 FEES: \$71.00 DR DECLARATION OF COV  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**EXHIBIT**

A subdivision known as the "Patio Homes at Woodland Park" formerly known as "Tract 2 of Woodland Park Subdivision".

The Patio Homes at Woodland Park are Lots 1-36 and are situated upon property described in the plat which was recorded in the office of the Sheridan County Clerk on 9-23-2011, in Book P of Plats at Page 95, herein referred to as "the plat".

**NO. 2012-693831 DECLARATION OF COVENANTS**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
WILCOX AGENCY