

Recorded this ____ day of _____, 201__; BK: ____; PG: ____; NO: ____

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
P&P SUBDIVISION

Sheridan, Wyoming

THIS DECLARATION, made on this 1 day of July, 2021, by Pilch Pond, LLC, and TCPEH hereinafter referred to as Declarants,

WHEREAS, Declarants is the owner of certain real property in Sheridan, Wyoming, which is more particularly described in Exhibit A appended hereto and made a part hereof.

NOW, THEREFORE, Declarants hereby declares that all of the properties described in Exhibit A shall be held, sold, conveyed and subject to the following easements, restrictions, covenants and conditions which are for the purposes of protecting the value and the existing natural beauty of, and which shall run with the real property and be binding upon all parties having any right, title, or interest in the described premises, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1. **Declarants.** Declarants means PILCH POND LLC AND TCPEH LLC, its successors and assigns.
2. **Property.** Property shall mean all the real property known and contained within the P&P Subdivision described in Exhibit A appended hereto and made a part hereof, located in Sheridan County, Wyoming.
3. **Plat.** The Plat means the plat for P&P Subdivision as filed in the records of the office of the County Clerk and Recorder of Sheridan County, Wyoming, on the same date that this Declaration is filed.
4. **Residence and Residential.** Residence and Residential shall pertain only to single-family dwellings.
5. **Conservation Areas.** Conservation Areas are the areas so designated on the plat, Outlot A and B, together with improvements thereon.

6. Association. Association means the "P&P Homeowners" Association, a non-profit corporation organized and existing under the laws of the State of Wyoming.
7. Board. Board means the Board of Directors of the Association.
8. Declaration. Declaration means this Declaration of Covenants, Conditions and Restrictions for P&P Subdivision, as amended or supplemented, recorded in the office of the Clerk and Recorder of Sheridan County, Wyoming.
9. Declarants Control Period. Declarants Control Period means the period beginning on the date the Declaration is first recorded in the office of the Clerk and Recorder of Sheridan County, Wyoming, and ending on that date on which seventy-five percent (75%) of the lots within the subdivision have been sold, or at such earlier time as determined in the sole discretion of the Declarants.
10. Member. Member means a member of the Association.
11. Bylaws. Bylaws means the Bylaws of the Association as restated or amended from time to time.
12. Architectural Control Committee. Architectural Control Committee means the committee appointed to review all plans for construction of improvements on the Property. The Committee shall be established and function according to the procedures set forth in this Declaration.
13. Owner or Owners. Owner or Owners means the record holder or holders of title of a Lot or Lots within the subdivision. This shall include any Person having a fee simple title to any Lot but shall exclude Persons or entities having any interest merely as a security for the performance of any obligation. Further, if any Lot is sold under a recorded contract for sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the Owner.
14. Person. Person means any natural person, corporation, partnership, association, trustee, personal representative of a decedent's estate, or other legal entity.
15. Lot. Lot means a unit of land designated as a lot on the Plat of the Property, or any portion thereof, filed with the Clerk and Recorder of Sheridan County, Wyoming.

ARTICLE II

USES AND OTHER RESTRICTIONS

1. Persons Bound by These Restrictions. All persons, corporations, cooperatives, companies and organizations who now own, or who shall hereafter acquire, any interest in or to the

above described Lots in P&P Subdivision (the "Subdivision") shall be taken and held to agree and covenant with the Owners of said Lots and their heirs, successors and assigns to conform to the Declaration as to the use thereof and as to the construction of residence and improvements thereon as provided herein.

2. No Lot within the Subdivision shall be used, except for residential purposes, and no buildings shall be erected, altered, placed or permitted to remain on any Lot or Lots other than for residential purposes with a private attached or detached garage or Shop/Barn (out-buildings) structure.
3. No building, fence, wall or other structure shall be erected, placed or altered, nor shall there be any substantial change to the landscape on any site, until the plans and specifications for such construction or alteration shall have first been approved by the Architectural Control Committee as hereinafter defined in Article III.
4. The ground floor, or main floor living area of all dwellings erected on the following described Lots, exclusive of open porches, breezeways, garages or out-buildings, shall contain not less than 1600 square feet. Shop-House design shall have a minimum 1,000 square feet of living space. Lot numbers, as shown on the plat for the Subdivision that shall be governed by this minimum living area restriction are: Lots 1-17.
5. The peak of the highest roof of any building constructed shall not exceed 35 feet from the elevation of the top of the center of the street of the fronting street at a point perpendicular to the center of the structure.
6. No residence or other building or structure shall be located on any Lot less than 25 feet from the front line of the Lot, nor shall any building or structure be located less than 5 feet from the side Lot line, or less than 20 feet from the rear Lot line.
7. The Lot sideline shall be considered the outer property line of the premises when a residence structure encompasses more than one Lot.
8. Individual Lots may be split or re-subdivided as residential or commercial if City of Sheridan Sewer is brought into the subdivision and P&P Drive becomes a City of Sheridan Street. Nothing herein shall be read to prevent a purchaser from buying one or more Lots upon which he may build.
9. No structure of a temporary character, a mobile home, trailer, basement, tent, garage, barn or other building shall be built or moved onto any Lot at any time and used as a residence

or other building, either temporarily or permanently. No building materials or equipment shall be stored on any Lot for a period longer than ninety days unless substantial construction of a residence is actually in progress. Contractor's shed and temporary sanitary facilities may be erected and used during period of construction.

10. Only new construction, including approved manufactured homes, shall be permitted for all buildings or residences in the Subdivision, and such construction shall be accomplished by qualified and experienced craftsmen, and the exterior design shall harmonize with existing structures in the area. Exterior work shall not be performed by Owner unless approved by the Architectural Control Committee.
11. No Lot or building within the Subdivision shall be used for the purposes of any trade or any commercial or manufacturing business of any kind or description, unless re-subdivided. No hospital, church, duplex or apartment house shall be erected within the Subdivision.
12. No portion of the Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage and/or waste shall be kept in sanitary containers which are to be housed within "enclosures" or otherwise kept out of sight. The burning of garbage or trash in incinerators is prohibited, and all containers shall be secure against spillage.
13. No birds, dogs, pets, animals or livestock of any kind shall be kept, raised or cared for on a commercial basis within the Subdivision. Horses, chickens, ducks or other type of livestock shall be permitted to be kept within the Subdivision as long as it is in compliance with local regulations and not a nuisance to surrounding neighbors. Any dog, cat or other animal which may be kept shall be controlled by the owner thereof so that it shall not become a public nuisance. Any existing ordinances of the City/County of Sheridan relating to the ownership and control of any animal shall be applicable to the Subdivision. The conservation areas within the subdivision are to be used for agricultural purposes as approved by the P&P Homeowners association. The lot owners can agree to use the entire area as a whole for either use.
14. No signs, billboards, posters or advertising devices of any kind or character shall be erected or displayed upon any Lot except signs displayed to identify the occupants of a dwelling or resale signs which shall not exceed nine square feet in area. No fence or hedge or wall

of any kind shall be erected or placed upon any lot to extend into the 25-foot setback on the front of the lot. All fencing needs approval from the Architectural Control Committee. Fences that are to be erected shall be of quality materials and erected and maintained in such a manner so as not to otherwise detract from the appearance of the property and must be approved by the Architectural Control Committee. Wood fences are to be stained or painted, and then regularly maintained. Fences erected on a common property line should have approval and endorsement of both property Owners prior to construction, whenever possible, and approval of the Architectural Control Committee.

15. Only motor vehicles capable of being moved under their own power may be parked upon the streets of the Subdivision, and they shall remain so parked less than 5 days. No streets or other open areas shall be used for the purposes of dismantling or repairing of any vehicle. Unregistered or inoperable vehicles may be parked and kept only within an enclosed garage.
16. No trailer, boat, camper or other recreational type vehicle shall be situated or parked on any Lot within the Subdivision for more than four consecutive days, nor more than twenty days within any calendar year, unless such vehicle or equipment is parked in back of the front (closest to the street) of the home.
17. No structure on any Lots may be inhabited until it has been completely enclosed and substantially completed and sanitary facilities and utilities have been installed.
18. No excavation except as such may be necessary for the construction of improvements shall be permitted on any Lot until such time as the actual construction of the residence or other building is to begin, except that the Owner may test for the supply of water and subsoil conditions.
19. Any and all utilities within the Subdivision shall be underground.
20. During the period of construction of any residence or other building upon any Lot of the Subdivision, the said Lot and area shall be kept as neat and orderly as possible. Construction of any residence or other building shall be completed as soon as possible after commencement, but no later than the time period set forth in Article II, paragraph (27) of these covenants and restrictions.
21. Clothes line must be enclosed or screened from obvious view of the fronting street.

22. No television or other communication towers or structures shall be placed in front of the front line of the house, and any such tower or structure which exceeds three feet above the building roof line shall be first approved by the Architectural Control Committee.
23. No weeds, underbrush or unsightly growth of plants shall be permitted to grow or remain upon any Lot in the Subdivision, and all Lots shall be kept mowed, naturally maintained to minimize fire hazard and clear of any trash, debris or waste. Sheridan County Weed and Pest rules and regulations shall be followed.
24. No outside illumination equipment or fixtures which will be detached from the residence or outbuildings shall be constructed unless attached to a post or pole which shall not exceed 15 feet in height, and which post or pole shall conform to the general architectural plan of the residence. All connections for such detached illumination devices or fixtures shall be underground. All outside lighting fixtures shall be full-cut-off lighting. This lighting shall be directed to the ground at less than a 45-degree angle from the light fixture.
25. No firearms shall be discharged on any Lot in the Subdivision. Archery hunting on any Lot shall be allowed only to the extent permitted by applicable statute, rule, code or regulation.
26. Additional restrictions or covenants not in conflict with the covenants herein may be made by appropriate provision in any contract or deed for the sale or conveyance of a Lot, and such additional restrictions shall inure to the benefit of and be binding upon the parties in the same manner as they have been expressed herein.
27. A purchaser of any Lot or Lots within the Subdivision shall complete construction of a residence upon the said Lot or Lots within 18 months after commencement of such construction. Landscaping shall be completed within one (1) year from the date of occupancy. In the event of the failure of an Owner of any Lot or Lots within the Subdivision to abide by both of these deadlines, such Lot Owner shall be subject to the enforcement provisions of Article V of this Declaration.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

1. No residence, building, fence, wall or other structures shall be constructed, replaced or altered on any Lot within the Subdivision until the plans and specifications showing the location of the structure and the plans for construction have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with the existing structures, location with respect to topography, finish grade, elevation, in compliance with the covenants and restrictions contained herein. Plans and specifications for residences must be prepared by a qualified person. Preliminary plans of proposed building shall be submitted to the Architectural Control Committee. Then after approval, final working construction plans and drawings will be submitted to the Architectural Control Committee for approval and will be kept in their file for their inspection of construction. No work will begin, or changes made without approval of the Architectural Control Committee. Representatives of the Architectural Control Committee will make inspections of exterior construction to see that it complies with the plans submitted. Only new construction, or approved manufactured homes, shall be permitted for all building in the Subdivision, and such construction shall be of good quality and appearance, and the exterior design shall harmonize with existing structures in the area.
2. During the Declarants Control Period, the Architectural Control Committee shall be composed of Declarants.
3. During the Declarants Control Period, the Declarants reserves the right to make exceptions to the design standards set forth in this Declaration as it shall deem necessary and proper. During the Declarants Control period, Declarants shall also have the authority to augment, amend, or otherwise modify the design standards set forth in this Declaration from time to time, in its sole discretion, without the consent of any other Owners.
4. At the termination of the Declarants Control Period, the Owners of all of the Lots within the Subdivision shall elect successors to Declarants, a committee consisting of five members, each of whom shall be a Lot Owner, and upon whose election shall replace the undersigned Declarants as the Architectural Control Committee. Election to the Architectural Control Committee shall be annually, and upon the death or resignation of

any member of the committee, the remaining members shall have authority to designate a successor who shall remain upon the committee until the next annual election.

5. Elections to the Architectural Control Committee shall be held on the first Thursday of October each year, or as scheduled, at the annual meeting of the Members of the Association. Notice of the meeting shall be mailed or emailed to all property Owners within the Subdivision at the address given to the committee's secretary.
6. Each Lot within the Subdivision shall have one vote at the meeting, and the majority of the Lots as represented by the Owners thereof at any such meeting, may elect the members of the committee.
7. Within 45 days after receiving the plans and specifications for any construction or other matter designated for the Architectural Control Committee, said committee shall either approve or disapprove such plans and specifications which approval or disapproval shall be in writing. In the event the committee fails to approve or disapprove within such period of time, after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with. If the plans shall be rejected because of non-compliance with the covenants and restrictions, the reasons therefore shall be stated. The person submitting the plans shall have the right to make application to the committee for review of its decision and may request a variance from the restrictions.
8. The Architectural Control Committee shall have full authority to grant variances from these covenants and restrictions, up to ten percent (10%) of any numerical requirement, provided that the owner of the Lot seeking the variance from the restrictions must first obtain in writing consent to such variance from those Lot Owners within a distance of 200 feet from the outside boundary of the effected Lot or Lots.
9. The members of the committee shall elect a chairman who may also serve as secretary unless another member shall be designated as such. In any event, the secretary shall keep a minute record of all proceedings and actions taken by the committee and shall be responsible for all correspondence. Meetings of the committee may be called at any time by the chairman as required to transact any business, and the committee may formulate its own rules and regulations for the calling of such meetings and conduct of its business.

Upon the purchase of a Lot, the purchaser shall be provided with the names of the members of the Architectural Control Committee.

10. The Architectural Control Committee, without the consent of any other Owners, may modify the design standards or adopt additional ones as it sees fit, and may authorize exceptions to the design standards as it sees fit. At least three of the five members of the Architectural Control Committee must consent, in writing, to the new or modified standards or to granting exceptions and such standards must be made available to purchasers and Owners upon reasonable notice to the secretary of the committee.
11. Specific restrictions are summarized below and may be changed by the Architectural Control Committee with majority approval by committee members.
 - It is the intent of the developer to use the conservation area as a whole, with minimal fencing. All 17 lot owners will agree on how this area can be used as a whole. If individual lots are requested, the lots owners will be required to extend irrigation systems to their respective lots.

ARTICLE IV

OWNERS' ASSOCIATION

1. The name of the Association is P&P Homeowners' Association, a non-profit corporation organized and existing under the laws of the State of Wyoming, charged with the duties and vested with the powers prescribed by law and as set forth in the governing documents of the Association. In the event of a conflict between the Articles of Incorporation and/or Bylaws of the Association and this Declaration, this Declaration shall prevail.
2. The duties and powers of the Association are those set forth in this Declaration, the Articles of Incorporation and its Bylaws (collectively the "Governing Documents"), and the laws of the State of Wyoming. All Members of the Association agree to be bound by the Governing Documents, copies of which are available for review upon reasonable notice to the secretary of the Board.
3. The Owner of a Lot shall automatically be a Member of the Association and shall remain a Member thereof until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall automatically cease. No membership shall be accorded to a Person not an Owner of record.

4. The affairs of the Association are governed by its Bylaws.

ASSESSMENTS

1. Regular Assessments. The Owner of any Lot or Lots within the Subdivision shall be obligated to pay and shall pay unto the Association the overhead assessments for the maintenance and repair of all of the conservation ground, road and irrigation facilities.
2. Authority. The Board shall have the power and authority to determine all matters in connection with assessments, including the power and authority to determine where, when and how assessments shall be paid to the Association, and each Lot Owner shall be required to comply with any such determinations.
3. Lien. The Association shall have a lien against each Lot to secure the payment of any assessment plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in the manner for foreclosures of real estate mortgages in the State of Wyoming.

ARTICLE V

GENERAL PROVISIONS

1. Conservation Areas. The Association shall have the obligation of providing for the care, operation, management, maintenance, repair and replacement of the conservation areas, Outlot A and B, P&P Subdivision. Without limiting the generality of the foregoing, said obligations shall include the keeping of such common property and improvements thereon in good, clean, attractive and sanitary condition, order and repair; keeping the project safe, attractive, desirable; making necessary and desirable alterations, additions, betterments, improvements to or on the conservation areas.
2. P&P Drive. The Association shall be responsible for initiating and overseeing the Maintenance of P&P Drive. The Association will hereby be responsible for the establishment and maintenance of an account which shall hold funds to maintain P&P Drive.
3. Irrigation Water Usage. The Association shall have the sole and complete authority to control, regulate, and define the use of irrigation water supplied by the Subdivision Irrigation system. Water Rights and Distribution System is contained in Exhibit B.

SAWS-JB domestic water may only be used to irrigate up to 10,000 square feet of area adjacent to the primary residence during the periods when surface water delivery is

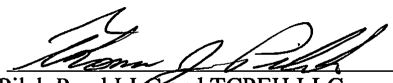
interrupted by the provider of irrigation surface water to the subdivision. To protect the SAWS-JB from the potential of cross connection of the SAWS – JB’s potable water system and surface water irrigation system, the Developer shall install dual check valves in the meter pits of each distinct platted residential lot as specified by the City of Sheridan. Furthermore, SAWS-JB potable water system shall not be connected to on-site irrigation system being used by the lot. The SAWS-JB and P&P agreement is contained in Exhibit D of this document.

4. Conservation Area Usage. The Association shall have the right to make and enforce reasonable and uniformly applied rules and regulations governing the use of the common property to assure equitable use and enjoyment by all persons within the Subdivision. The conservation areas shall be used for agricultural purposes and maintained as such in accordance with the Management Plan, Exhibit C. The Association is responsible for maintenance of the conservation areas and notice to transfer of maintenance must be given to all association members and the County no less than 60 days of the transfer. If the conservation areas are not maintained the County has the authority to assume responsibility to enforce these restrictions.
5. Enforcement. Notwithstanding any other provision of this Declaration, during the Declarants Control Period, Declarants shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein and shall allocate and assess the costs for the improvement, maintenance and repair of the common areas. Upon the violation of any covenant, or upon the failure to pay any assessments, a written notice of such violation or failure shall be directed to the violator who shall then have (10) days after receipt of the said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, Declarants may re-enter and take possession of the violator’s premises and correct the violation and charge all costs of such correction to the Owner. In addition, damages may be assessed against the violator at the rate of \$50.00 per day for each day the violation continues after the ten-day notice. In the event suit is required to collect any sums due, or to enjoin the violation of any of the covenants contained herein, violator, in addition to any of the other penalties provided herein or which may be assessed by a Court, shall be liable for all attorney’s fees and costs incurred by

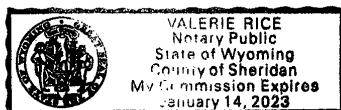
Declarants in bringing such action. Upon termination of the Declarants Control Period, the Association shall possess these rights of enforcement.

7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.
8. Amendment and Duration. The covenants and restrictions of this Declaration shall run with and be binding upon the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by not less than eighty (80%) percent of the owners, and all such amendments must be recorded in the office of the County Clerk of Sheridan County, Wyoming. During the Declarants Control Period, any amendment shall also require the written consent of the Declarants in order to be effective.
9. Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the Association of each Owner, and the heirs, personal representatives, successors and assigns of each of them.
10. Solid Waste Collection. All solid waste collection shall be set up by the Association through one collection service such that all solid waste collection for all lots will take place on the same day of the week.
11. Road/Storm Drainage and Irrigation System. All maintenance on P&P Drive, conservation areas and irrigation will be the responsibility of the Association. This includes all repairs and snow removal on P&P Drive, all fees and repairs to the irrigation conveyance and distribution system, and maintenance of the conservation areas. The conservation areas include the P&P No. 2 reservoir.

IN WITNESS WHEREOF Declarants has executed this Declaration the day and year first above written.

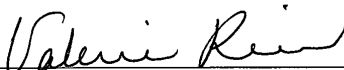

Pilch Pond LLC and TCPEH LLC

STATE OF WYOMING)
)
COUNTY OF SHERIDAN)



On this 30th day of June, ~~2018~~ 2021 before me personally

appeared Thomas J. Pilch, managing partner of Pilch Pond LLC and TCPEH LLC known to me to be the person described in, and who acknowledged to me that he executed the same on behalf of Pilch Pond LLC and TCPEH LLC.



Notary Public



2021-770383 7/1/2021 11:33 AM PAGE: 14 OF 17
FEES: \$69.00 SM DECLARATION OF COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT A

Map of the lands covered by the P&P Subdivision



2021-770383 7/1/2021 11:33 AM PAGE: 15 OF 17
FEES: \$69.00 SM DECLARATION OF COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT B

Maps of Water Rights and Distribution System

EXHIBIT C

Conservation – Common Area Management Plan

EXHIBIT D

SAWS-JB and P&P Subdivision Agreement