624168 DECLARATION
BOOK 500 PAGE 0527
RECORDED 10/17/2008 AT 09:50 AM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

Woodland Park Development and Building Standards

The following Development and Building Standards are hereby incorporated and adopted by Woodland Park Subdivision, LLC, "Declarant", as owner of Woodland Park Subdivision

Article I Definitions

The following words in terms, when used in these Development Standards shall have the following meanings:

- ***Association*** shall mean and refer to the Woodland Park Homeowners Association, it's 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 rights of way 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, repair, operations, management and administration expenses, legal and accounting expenses, management fees and other expenses declared by the provision of the Covenant Declaration or by the Bylaws 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. The subdivision was designed to have very little to no common areas since the school park is nearby and also the walking trail. It is the goal of the Declarant that fees should be kept to an absolute minimum, as all common elements were dedicated or given to the City of Sheridan for the public and public maintenance. In the early days of the subdivision, there will be a small monthly assessment to insure adequate snow removal, weed control, needed common items etc. It is the goal of the association to make the homeowners association self-funding.

- ***Declarant*** shall mean to Woodland Park Subdivision, LLC, which is the owner and developer of Woodland Park Subdivision.

- ***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 design standards and incorporated therein.

- ***Grandfathered structures*** shall mean existing structures exempt from the design and use standards herein.

- ***Homeowners Association or Associations*** shall mean all of the members designated in accordance with the covenants. The homeowner's 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 3½ feet below the exterior grade and considered as living area by the City of Sheridan Engineering Department.

- ***Lot*** shall mean lot of land described by a block and lot number on any Woodland Park Subdivision Map 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 accepted.

- ***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.

- ***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. Manufactured homes will not be allowed in the subdivision.

    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. 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. Modulars 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.

    1. 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 into the concrete and site installed steel foundation. Modular homes are typically more expensive than a manufactured home, and thus appraise higher.

    2. Only new modular homes, component homes and site built homes will be allowed in the subdivision. No manufactured homes will be allowed. The committee shall make the final determination as to whether or not a structure is a mobile, manufactured or modular home.

- ***Owner*** shall mean record owner(s) whether one or more person(s) of the fee simply 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.

- ***Park Contribution*** Since there are adjacent parks and trails, the Developer chose not to include another park that the residents would have to care for and insure against civil liability. However, there will be a $500.00 City charged fee with every building permit issued to the lot owner in lieu of park contribution. This amount has been deducted already in the asking sales price to the lot buyer. This is a one-time fee that is paid by the lot owner to the City of Sheridan, when building the original home on the lot and at the time of the building permit.

- ***Property*** shall mean and refer to the lands platted under the Woodland Park LLC.

- ***Roads and Easements*** shall mean and refer to all roads, streets and easements shown on the recorded plat of the Woodland Park Subdivision.

- ***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*** Woodland Park Subdivision is in the Woodland Hills Special Improvement District, as recognized by Sheridan County and the State of Wyoming. As of the time of this Declaration, there are no assessments or SID's (Special Improvement Assessments). This SID exists solely for the purposes of the protection of Woodland Park Subdivision and the owners in the Subdivision. In the event that a homeowner(s) allows their property to become in serious neglect or abandonment, disrepair or non-compliance with any covenants or design standards, the SID (Special Improvement District Board) may collect repair and/or maintenance charges which will be turned in to the Sheridan County Assessor and/or Treasurer for collection against Sheridan County Real Estate taxes for collection and become a lien against the property until paid.

- ***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.

Architectural Review Process

Objective:

The developers' objectives are to carry out the general purposes expressed in the Declaration of Covenants and the Development and Building Standards; with the intent that any improvements or changes in the properties will be of good and appropriate design and to assure materials or workmanship of all improvements are of good quality and comparable to other improvements in the area.

Committee Responsibilities:

The Committee may revise the Woodland Park Development and Building Standards, provided that a majority of the Committee and the Homeowners' Association Board approves the proposed revisions and are in general compliance with the City of Sheridan and records the same at the Sheridan County Courthouse.

Matters Requiring Approval:

Prior written approval shall be obtained from the Committee with respect to all matters stated in the Declaration as requiring such approval. A matter requiring approval of the Committee shall be submitted to its Chairman, or as the Committee otherwise designates. Additionally thereto, no building, fence, wall or other structure shall be commenced, erected or changed upon the Properties, nor shall any exterior addition to or change in or alteration of any Lot or the improvements located thereon be made, nor shall any clearing of trees or change of property grade be made, until the plans and specifications showing the nature, kind, shape, elevations, heights, location and grade, design and proposed location on a Lot have been submitted to and approved in writing by the Committee. Building plans must include a color scheme, a site plan (with building locations, grades and landscaping), and a proposed construction schedule, and must show back, side and front elevations, indicating roof design, window size and placement, an exterior style and finish. Building units that are to be pre-fabricated off-site must have the preliminary or sales plan submitted to the Committee for a preliminary review to determine if the construction and the design and the style, windows, roof lines, and details or meet the minimum criteria, provided that the preliminary review does not relieve the owner from the obligation to meet the remaining review requirements applicable to all Dwellings.
These plans are recommended to be of contractor quality, but nothing herein shall preclude a homeowner from drawing a basic sketch themselves and submitting it. It is the intent of the declarant that this process shall not be excessive to the builder or lot owner.

Procedure:

Whenever approval is required of the Committee, appropriate building plans and specifications shall be submitted to the Committee. Construction plans shall identify the general contractor and all subcontractors, all of whom shall be licensed by the City of Sheridan. There is nothing herein to preclude a lot owner who is qualified from building their own home, provided the City of Sheridan will permit it. The Committee shall either approve or disapprove such design and location and proposed construction and clearing activities within thirty (30) days after said plans and specifications have been submitted to it; except that, if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Committee may withhold approval for any reason deemed by it to be appropriate,

including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. If such plans and specifications are not approved or disapproved with thirty (30) days after submission, approval will not be required and this Article will be deemed fully complied with; provided that nothing herein shall be deemed to waive the obligation of each Owner to comply with the substantive covenants and restrictions of this Declaration, including without limitation the requirements of Articles IV and V. At the discretion of the Committee, a reasonable filing fee established by the Committee shall accompany the submissions of such plans to defray expenses, except that so long as the Committee is under Developer's control such fee shall not exceed 50.00 dollars ($50.00). At the time of this filing, there is no fee established. No additional fee shall be required for resubmission of plans revised in accordance with recommendations made upon disapproval. A copy of each approved set of plans and specifications shall be kept on file by the Committee. The submitted plans and specifications may be 11x17 inches for convenient reproduction.

Land use and Building Type

There are various designations within the Subdivision area for single-family dwellings, twin homes/duplexes and multiple family structures. At the entrance of the subdivision, there is also a B-1 zoned piece or commercial property. Tract 1 and Tract 2 are exempt from the single family requirements herein and shall follow City of Sheridan regulations and Declarants design for the subdivision.

The density and usage of the lot and structures must be approved by the declarant to insure it/they will be harmonious to the surrounding structures. This shall be the sole discretion of the declarant until 75% of the lots have been sold.

Unless permitted by the Architectural Committee, in its sole discretion, no residential lot shall be used except for residential purposes (including multifamily and apartments). Notwithstanding the foregoing, Owners may use their residences for in-home businesses if

(i) consistent with applicable governmental zoning ordinances,

(ii) traffic is not unreasonably increased in the Woodland Park Subdivision, and

(iii) such use is approved in advance by the Architectural Committee, in its sole discretion; provided, further, that the Architectural Committee/Homeowners Committee can revoke such use in its discretion at any time for cause.

The lot owner must survey and or determine the appropriate City set back lines with the City authorities. No Dwelling shall be permitted to be constructed upon the Properties, nor shall the Committee be required to approve any construction, which does not comply with the following minimum requirements:

(a) Structure Height-The height of the dwelling on these various lots is as follows:

Maximum :
Block 1, Lots 1-13, one level may have walkout or exposed basement
Block 2, Lots 1-11, any height
Block 3, Lots 1-11, any height
Block 4, Lots 1-5, 1-1/2 story may have walkout and/or exposed basement
Block 4, Lots 6-8, one level (may have walk-out & exposed basement)
Block 4, Lots 9-14, one level, may have walk-out or exposed basement.
Block 5, Lots 1-5, two-story, including exposed basement or drive-under garage.
Block 5, Lots 6-7, ranch, may have walk-out or exposed basement
Block 5, Lots 8-10, 1-1/2 story, may have walk-out or exposed basement
Block 5, Lots 11-14, one level, may have walk-out or exposed basement
Block 5, Lots 15-22, one level, may have walk-out or exposed basement
Block 5, Lots 23-29, One and one half story, may have walk-out or exposed basement
Block 6, Lot 1, any height

If any height is allowed, this shall be regulated by the City of Sheridan for the current zoning, which is a maximum of 34 feet. The Declarant shall have the final and sole decision on the reasonable height so other surrounding lot's views are not obstructed.

(a) No one-story dwelling shall be constructed having less than 1050 square feet of living area. No bi-level dwelling shall be constructed having less than 1,600 square feet of living area. No two-story dwelling shall be constructed having less than 1,600 square feet of living area. One and one half story dwellings must have at least 900 sq ft on the main and one half-story above making for at least 1350 sq. ft. total.

(b) Any single family dwelling constructed must have a 5:12 or steeper pitch for roof slope and a front elevation that has an architectural feature or front porch so that an even simple design has curb appeal and is compatible with other dwellings in the area. It is suggested that the front elevation include a roof design with various breaks created by eaves or overhangs, consideration of window size and placement, and an appealing exterior style and finish. Eaves must extend a minimum of sixteen inches (16") beyond the exterior siding and an architectural element applied to the front or end.

(c) Garages need not be constructed, but a concrete pad large enough to permit at least two vehicles for parking must be created. If there are more vehicles in the household, an additional parking pad for each vehicle shall be constructed. There shall be no on street parking in front of any dwelling. The reasoning for this is that if cars are parked on the street, then children can run out between the vehicles and have a chance of being struck by oncoming traffic. A minimum of an attached carport is encouraged. Any detached garage must be at maximum the height of the dwelling and the same basic design and detail and materials as the principal dwelling. If detached, it must not obstruct the view of adjoining properties and be a maximum of the designated height of dwelling if not designated on lot. No detached garage shall exceed twenty-five feet (25') in height. Garage doors may be wood, wood composition, insulated panel, or heavy-gauge metal panel; lightweight hollow metal overhead doors, which are vulnerable to damage from even moderate potential impacts (such as a basketball), will not be allowed. Garage doors shall be painted or stained to blend appropriately with the approved color scheme of the residence.

(d) Any dwellings, which appear too similar or identical in the front elevation to adjacent homes, shall be modified slightly to appear differently.

(e) Television, radio and other communication antennas or any satellite system (24" maximum diameter) approved by the Committee shall be placed upon the rear of any Dwelling roof. No external wind generators shall be erected. All lines or wires shall be buried in conduit. Any roof exhaust systems except for chimneys accepted by the Committee shall also be placed upon the rear of any dwelling roof.

(f) Only approved fences shall be permitted upon any lot. The fences shall not exceed five feet (5') in height and shall be placed ten (10) or more feet behind the front property line. Special consideration may be given for corner lots, where one of the fence lines may be extended to the front building line, but no closer than twenty-five feet (25') from the Lot corner

nearest the adjacent street intersection. No fencing will be allowed within ten feet (10') of proposed park or conservation areas. Site wall and fences must appear as a visual extension of the residence, incorporating similar or compatible materials, color and finish when ever possible. Fences or privacy walls may be constructed of brick or stone masonry, stucco or over concrete masonry, wood board "cedar or redwood," split rail, natural log, ornamental iron, chain link or tasteful combinations thereof. Wire fencing is prohibited except along the bottom interior of any wood fence to contain small pets. Wood fences may be treated posts with three poles or double faced so that stringer and post are partially concealed: woods slats shall be of cedar or redwood, four to eight inches wide, installed vertically or horizontally. Wood fences must have a continuous horizontal wood cap, uncapped slat ends will not be allowed. Fences may be left natural with linseed oil base preservative application or be stained or painted. There shall be no log slab fencing. Structural retaining walls may not exceed above grade height of six feet. Multiple terrace retaining walls must be utilized with the overall height of retained earth six feet or less. Retaining walls may be constructed of cast concrete, or engineered brick or concrete masonry; however, all exposed walls services and edges must be treated with approved finish, such a brick or stone veneer, painted stucco, or split face texture with custom color so as to blend unobtrusively with its natural surroundings. All retaining walls must include suitable drainage systems and weep holes to relieve ground water and hydrostatic pressure. Dry stack retainage wall of native stone does not require supplemental facing or finish. All stack retaining walls over two feet in height must slope against the grade a minimum of 4:1 (one foot back for each four feet in height). Dry stack retaining walls must not be subject to watershed runoff.

(h) Free standing or wall-mounted basketball backboards are allowed, subject to the Committee approval. Basketball bouncing shall not commence before 8:30 am and cease by 8:30 pm.

(i) All pools and spas must be constructed clear of all required setbacks and in accordance with City of Sheridan regulations. All pools must be fenced and all spas skirted with related equipment screened from view. Portable pools must be kept in back yards and not in view of streets.

(k) Access driveways and other areas for vehicular use on a Lot must have a base of compacted gravel, crushed stone, or other approved base material and paved with asphalt, concrete, or other materials approved by the Committee. Driveways must be completed prior to occupancy unless prior approval is received from the Committee. Access aprons must be constructed prior to excavating the foundation to protect the sidewalk and

curbing. If the sidewalk or curbing is substantially compromised or needs repair, it is the responsibility of the lot owner.

(l) A front yard basic landscape plan shall accompany the Dwelling drawings. Landscape plan shall include a walk paved with stone, brick, or concrete, three feet wide or wider to the front door, and at least one tree, xeriscaping with wood mulch or stone, all with positive drainage away from the house. Additionally, each owner may add trees, additional xeriscaping, flowerbeds, pigmented or stained concrete, driveways, or sidewalks and illuminated house numbers. Front yard landscape plan shall be completed as soon as practicable after occupancy, but will have a year to complete. Sod is not required, as long as there is some growing and living component incorporated into the landscaping. Seeding of grass will be allowed.

(m) During the course of construction of any structure or landscaping, the Committee shall have the right, but not the obligation, at all reasonable time to inspect the work to ensure that it conforms with the approved plans and to government regulations. The Committee or its designated inspector shall have the right to inspect the building site prior to and during and at the end of all construction phases.

(o) The commencement of any construction before approval has been granted by the Committee shall be a violation of the Declaration and these Development Standards.

(p) Violation of this Declaration will allow the Committee representative to stop construction immediately and prepare a statement of violation.

Mechanical Equipment:

Roof mounted mechanical equipment is prohibited. Any exterior mechanical equipment must be wall, or ground mounted adjacent to residence. Wall/window mounted equipment must be painted to blend unobtrusively with the adjacent wall material; ground mounted equipment must be enclosed by walls or fencing or landscaping of sufficient height and density to screen the equipment from view and buffer sound as well.

Outdoor Storage:

Outdoor areas housing trash containers, clotheslines, maintenance and service equipment such as lawnmowers, etc., overflow storage shall be screened from all adjacent properties by a wall or fence conforming to Development Standards.

Signage:

Signs shall not be displayed on any lot or any common area except that:

(a) Each general contractor, during a major addition to an existing home or during active construction period of new home until a contract sale is executed, may displace a single construction sign, no larger than four square feet, in accordance with these standards.

(b) Individual lot Owners may display a single tasteful "For Sale" sign, no larger than four square feet. If the Design Review Committee deems any sign to be inappropriate, the Design Review Committee's decision shall be final.

(c) Signs indicating security protection will be permitted, with the consent of the Designer Review Committee, provided that such signs are ground or wall mounted, no larger than one square foot, limited to two per lot (one-for the front yard and one for the rear yard).

(c) Development-related signs owned and erected by the Declarant shall be permitted without limitation.

(d) Signs for temporary single events, such as a garage sale sign may be permitted for up to one week.

(e) All signs, regardless of type, are subject to the approval of the Design Review Committee for style design, color, test, location, and duration of exhibit.

(f) All home business signs or family name signs must not exceed 2' square and must be attached to the dwelling.

Lighting:

Street lighting will be installed in accordance with City regulations by the Declarant. Owner may erect supplement lighting in accordance with their landscaping plan provided that such lighting does not result in excessive glare toward the street and neighboring properties. All exterior lighting must be of a low-level subdued intensity and is subject to approval by the Design Review Committee.

Foundations:

Foundations must harmonize and compliment the dwelling. Permanent, solid foundations are required. Simple skirting or false blocking will not be allowed. The City of Sheridan building standards must be followed. No straw or alternative systems will be allowed without written approval by the committee.

Exterior Materials:

(a) Vinyl, aluminum, steel, and wood or fiber composition products, stucco, etc. will be allowed. Quality plywood composite applications will be allowed providing that panel runs and trim configurations must be carefully planned to avoid a proliferation of intermediate seam covers or reglets. Prefinished siding products must have a low-gloss wood-grained finish; wood and/or fiber composition products, must possess a porous wood grained texture suitable for the application of stain or paint.

(b) The use of textured masonry block as an exterior finish material will be considered on a case-by-case basis, and should be limited to accent applications on the building façade. Masonry grouts would be of a non-contrasting color to blend unobtrusively with its masonry counterparts. Simulated or cultured stone will be allowed. The stucco may be used as an accent material, or may be considered for use as the predominant exterior finish material, in tasteful combination with other allowed materials, when warranted by the particular design style of the submittal. The Design Review Committee on a case-by-case basis shall determine the extent of stucco which is acceptable.

(g) The aesthetic merits of any combination of exterior materials are subject to review and approval by the Design Review Committee in order to maintain the architectural integrity and consistent visual esthetics of a community of homes.

Roofs:

As previously stated, all residences will have pitched roofs with the exception that up to one-third (1/3) of the horizontal roof area may be flat.

(a) Allowable sloped roof forms include gable, hip, Dutch-hip, gambrel, or shed (in contemporary styles, or in combination with other traditional roof forms). Geodesic domes, mansard roofs, earth sheltered (sod roofing) and A-frames are prohibited. All portions of flat roofs must be screened by perimeter parapet walls.

(b) Allowable roofing materials include fire retardant wood shakes or shingles, slate, flat concrete or clay tiles, nonreflective metal roofing with standing seams or battens, or premium dimensional asphalted shingles all meeting the City of Sheridan Building Ordinances.

The use of any type of barrel or "S" tiles, asphalt roll roofing (except on limited flat roof elements), reflective metal roofing or roofing accessories, is prohibited.

(c) All exposed metal on the roof (except for approved prefinished products), including, but not limited to, flashing, vent pipes, spark arresters, chimneys, ridge or eave vents, and skylight frames, shall be primed and painted to blend unobtrusively with adjacent materials.

(d) All roof forms, both pitched and flat, are subject to the height limitations described herein.

Chimneys, Outdoor Fires, and Fireplaces:

Chimney elements are subject to the same material limitations described herein; freestanding exposed chimney pipes will not be allowed, except for the rare exception as an element of a contemporary design style.

(a) All chimneys must be equipped with a U.L. or I.C.B.O. approved spark arrestor, including chimneys for outdoor fireplaces. Open outdoor fire pits are prohibited; barbecues are permitted, provided they are lidded cookers.

(b) Wood burning stoves, and fireplaces are allowed. Coal burning is prohibited.

Exterior Colors:

The color combination of exterior materials should generally be subtle and tasteful to blend with the neighborhood and landscape. However, brighter accent colors which are used judiciously and with restraint may be permitted. Traditional white, muted pastels, beiges, earth tones and grays are acceptable exterior wall colors. Colors approaching the primary range (red, blue and yellow) are discouraged, as are drastic contrasts in value (light to dark). Extreme contrast in colors of individual masonry units or between masonry units and their grout matrix should be avoided. Roofing materials should be of natural or medium to darker tones, avoiding bright whites, bright colors, light pastels, or highly reflective metal surfaces.

All color schemes must be approved by the Design Review Committee prior to their application to any portion of a residential structure. It is the intent of the Board to

preclude the use of colors that would appear to be inconsistent or not harmonize with the neighborhood.

Windows, Doors, and Skylights:

Highly reflective glazing material and reflective sun screening films are prohibited for use in windows, glazed doors, skylights, or for other exterior applications. Vinyl windows and applications will be allowed.

Building Projections:

All projections from a residence or other structure including, but not limited to, chimney flues, vents, flashing, louvers, gutters, downspouts, utility boxes, mail boxes, porch railings and exterior stairways shall match the surface from which they project, or must be painted or stained an approved color to blend unobtrusively with adjacent materials. All building projections must be contained within the building setbacks.

Garages:

Garages need not be constructed, but a concrete pad large enough to permit two vehicles to be parked must be created, at a minimum. A minimum of an attached carport is encouraged. Any detached garage must be at maximum the height of the dwelling and the same basic design and detail and materials as the principal dwelling. If detached, it must not obstruct the view of adjoining properties and be a maximum of the designated height of dwelling if not designated on lot. No detached garage shall exceed twenty-five feet (25') in height. Garage doors may be wood, wood composition, insulated panel, or heavy-gauge metal panel; lightweight hollow metal overhead doors, which are vulnerable to damage from even moderate potential impacts (such as a basketball), will not be allowed. Garage doors shall be painted or stained to blend appropriately with the approved color scheme of the residence.

Solar Applications:

Passive solar design is encouraged. Active solar applications can result in excessive reflective glare, and would only be approved by the Design Review Committee if the hardware is sufficiently integrated into the structure or landscaping of a lot so as to appear unobtrusive from any other lot or property.

Photovoltaic and Wind Energy:

Systems relying on renewable energy are allowed provided that appurtenances are camouflaged. Alternative energy systems must be reviewed for aesthetic compatibility and approved by the Design Review Committee. No external wind generators shall be erected.

Changes or Additional Construction:

All changes or additions to the approved plans before, during, or subsequent, to their initial construction must be approved by the Design Review Committee, before the alteration may be implemented.

General Provisions:

(a) The Design Review Committee may assess reasonable fees in connection with its review of plans and specifications.

(b) The Design Review Committee may delegate its plan review responsibilities to one or more of its members or architectural consultants retained by the Design 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 Design Review Committee.

(c) The address of the Design 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 the current Development Standards will be kept.

(d) The establishment of the Design 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 Bylaws or Association Rules.

(e) The Design 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 or the Declaration.

Approval and Conformity of Plans:

No building, fence, wall or other structure or improvement of whatever type shall be commenced, erected or maintained upon the Property (except for initial construction on the Common Areas by the Declarant), nor shall there by any addition to or change to the exterior of any residence or other structure or improvement upon a Lot or the landscaping, grading or drainage thereof, including, without limitation, the painting (other than painting with the same color of paint as previously existed) of exterior walls, patio covers and fences, except in compliance with plans and specifications

therefore which have been submitted to and approved by the Design Review Committee in accordance with the Development Standards as to harmony of external design and location in relation to surrounding structures and topography.

Non-Liability for Approval of Plans:

Plans and specifications shall be approved by the Design Review Committee as to style, exterior design, appearance and location, and are not approved for engineering design, structural integrity, or for compliance with zoning and building ordinances, and by approving such plans and specifications neither the Design Review Committee, the members thereof, the Association, any Member, neither the Board nor the Declarant assumes any liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications. Neither the Design Review Committee, any member thereof, the Association, the Board nor the Declarant shall be liable to any Owner or other Person for any damage, loss of prejudice suffered or claimed on account of

a) the approval or disapproval of any plans, drawings and specifications, whether or not defective,

(b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications,

(c) the development, or manner of development of any property within the Project, or

(d) the execution and filing of an estoppel certificate pursuant to the Development Standards, whether or not the facts therein are correct; provided, however, that such action, with the actual knowledge possessed by him, was taken in good faith. An approval of plans and specifications by the Design Review Committee is not, and shall not be deemed to be, a representation or warranty that said plans or specifications comply with the applicable governmental ordinances or regulations including, but not limited to, zoning ordinances and building codes. The declarant and/or design review committee is not responsible or liable for any soils or lot testing or foundation designs, engineering or foundation failures. The City and Declarant recommend soils tests.

Inspection and Recording of Approval:

Any member or authorized consultant of the Design Review Committee, or any authorized officer, director, employee or agent of the Association, may at any reasonable time enter, without being deemed guilty of trespass, upon any Lot after reasonable notice is provided to the Owner in order to inspect improvements

constructed or being constructed on such Lot to ascertain that such improvements have been or are being built in compliance with the Development Standards and this Declaration. The Design Review Committee shall cause such an inspection to be undertaken within thirty (30) days of a request therefore from any Owner as to his Lot, and if such inspection reveals that the improvements located on such Lot have been completed in compliance with the Development Standards, the Design Review Committee shall provide to such Owner a notice of such approval in recordable form which, when recorded, shall be conclusive evidence of compliance with the provisions of the Development Standards as to the improvements described in such recorded notice, but as to such improvements only.

Mailboxes

The US Postal Service will deliver mail to central banks of mailboxes for homeowners.

ARTICLE 3 GENERAL RESTRICTIONS

Quality of Structures:

It is the intention and purpose of this Declaration to ensure that all Structures shall be quality of design, workmanship and materials, which are compatible and harmonious with the natural setting of the area and other structures within Woodland Park Subdivision. All Structures shall be constructed in accordance with applicable City of Sheridan building codes and with more restrictive standards that may be required by the Committee.

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 things or 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. If an Owner shall fail to maintain the Lot or fail to cut the grass, weeds, or vegetation thereon, the Developer or the Committee, after ten (10) days written notice to Owner, shall be authorized to enter upon the Lot to cut and maintain the lot. If the Developer or Committee, or persons contracted by them, shall perform such work, Owner agrees to pay to the Developer or the Committee the reasonable costs of the work performed, but not less than the sum of Fifty Dollars

($50.00) for each instance where cutting or maintenance has been provided on Owner's Lot. The Lot shall be charged with a lien to assure payment of such charge upon the recording of this Declaration. The Developer or the Committee shall be entitled to designate an agent for the purpose of performing the mowing or cutting, and may further direct payment be made directly to such agent. No burning of refuse shall be permitted outside any Dwelling.

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.

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.

Controls Applicable During Construction:

Each owner shall be responsible for the conformance with all such rules by the Owner's builder and contractors:

- At all times during the construction period, a trash dumpster shall be located on the site and all construction debris shall be placed in dumpster. The dumpster shall not be dragged or do any damage to the asphalt in the street, curb or sidewalk. Any damage shall be repaired by the homeowner. Any and all construction debris shall be picked up by the homeowner or contractor and not allowed to be carried outside the lot by the wind. The roads shall be kept clean at all times. Any dirt or debris which is deposited on any road or other lot by any vehicle entering or leaving the Owners' site shall be cleaned and removed immediately.

- Building materials shall be stacked neatly on the site and shall not be stored on adjoining property. Adjoining property shall be restored if damaged.

- All equipment which is used in excavating or construction and which is not rubber-tired, rubber tracks or street pads shall only be loaded or unloaded within the boundary lines of each respective lot where excavating or construction is being performed and may not cross sidewalks, curbs or asphalt.

- Proper and adequate barricades shall be provided for protection of any open excavation, formed and/or poured foundation wall prior to back-filling and/or completion of first floor, horizontal openings in any floor (such as stair-wells) prior to the completion of proper railings, stairs or other uses.

- Any construction undertaken on any lot shall be continued with diligence toward the completion thereof and construction of any dwelling shall be completed within one (1) year from commencement of construction, except that such period may be extended for a reasonable time by reason of act of God, labor disputes or other matters beyond the Owner's control. No structure shall be deemed completed until installation of approved landscaping.

Lot Appearance:

No person shall accumulate or store on his 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 therefore, and if located outdoors shall be properly screened.

Pet Control:

No animals other than inoffensive common domestic household pets such as dogs and cats 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 not to become a 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 rights of way. And all pets shall be required to be kept inside the Residential Owner's dwelling or garage from 10:00 o'clock p.m. until 6:00 o'clock a.m. unless they are walking such pets on a leash, confined to deck area, or restricted on patio areas. 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 Committee which shall have authority to determine, in its sole discretion, which animals are vicious, threatening, or a nuisance.

Easements Reserved with Respect to Lots

Easements under and through each Lot are dedicated to the public and reserved for utilities and access as so noted on the plat. Declarant reserves the right to ingress and egress as reasonably necessary to exercise such easements as follows:

(a) To the extent that utility easements are not shown on any Woodland Park Subdivision, LLC lot or plat, then a 5-foot strip running along side Lot lines, front Lot line and rear Lot line of dwelling Lots, contained by setback lines, is reserved for drainage, the installation and maintenance of utility facilities, and incidental usage related thereto.

(b) The Owner shall not place any structure on any easement or setback area and shall be responsible for maintaining the easement. Any damages caused by an easement user of right to the easement shall be repaired and restored by such user.

(c) No Owner shall have any claim or cause of action, except as herein provided, against Declarant, and the Design Review Committee or its successors, assigns, or licensees arising out of exercise or non-exercise of any reserved easement except in cases of willful or wanton misconduct.

Motor Vehicles

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.

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 days for pickup.

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.

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, Bylaws, 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.

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.

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.

Water Rights.

All water rights are being retained by the declarant, with the exception of any water wells on their respective lots.

Re-subdivision.

The erection of more than one dwelling per lot or the re-subdivision of the lots is prohibited unless approved by the original declarant in order to implement the overall design for the project.

Deviations from Covenants and Restrictions.

The Committee shall have the power to enter into agreements with the Owner of any Lot, without the consent of the Owner of any other Lot or adjoining or adjacent property, to deviate from the provisions of the covenants restrictions within the jurisdiction of the Committee for reasons of practical difficulty or particular hardship which otherwise would be suffered by such Owner. Any such deviation, which shall be manifested by written agreement, shall not constitute a waiver of any such covenant as to other Lots in the Properties.

If the subdivision desires to permanently change the covenants or building standards, a confirmation vote of not less than 75% of the lot owners must be cast.

Severability, invalidation of any one of these covenants or building declaration by judgment or court order in no way shall effect any other provision, which shall remain in full force and effect.

In witness whereof, Woodland Park LLC, being the Declarant herein, has caused this instrument to be executed the day and year first above written,

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 16th day of October, 2008, by Floyd J. Fleming, as members of Woodland Park LLC. Phyllis J. Fleming
Jane P. Clark

WITNESS my hand and official seal.

Notary Public

My Commission Expires: 5-13-10

BRIAN T. KINNISON NOTARY PUBLIC EXP. 5/13/2010 SHERIDAN COUNTY WYOMING

549

EXHIBIT 'A'

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block 1; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block 3, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 ,13 and 14, Block 4, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29, Block 5, Lot 1, Block 6, Tract A, Tract B, Tract C, Tract 1, Tract 2 and Tract 4 in Woodland Park Subdivision, Phase 1 recorded May 22, 2008 in Drawer W, Plat #61.

JC
PJZ