



DEVELOPMENT AND BUILDING STANDARDS FOR THE PATIO HOMES AT WOODLAND PARK

The following DEVELOPMENT AND BUILDING STANDARDS are hereby incorporated and adopted this 30th day of JANUARY, 2012 by the Patio Homes at Woodland Park, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Declarant"), as owner of the Patio Homes at Woodland Park.

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 outlot 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 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 Development and Building Standards on the subject property so as to control and maintain the quality and standards of the Patio Homes at Woodland Park.

C. Declarant is adopting these Development and Building Standards to accompany the Declaration of Protective Covenants 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 these Declarations, 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.



ARTICLE I

Definitions

- 1.01. The following words and terms, when used in these Development Standards, 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 Associations 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 (3½') 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.

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 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 - 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

Architectural Review Process

Objective:

The developer's 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.

- 2.01. **Architectural Review Committee Responsibilities.** The Committee may revise the Homes at 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.

- 2.02. Priority of Approval.** The application for building permit, or commencement of any construction before approval has been granted by the Committee, shall be a violation of the Declaration and these Development Standards.
- 2.03. 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 application for building permit shall be filed, 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.
- 2.04. Building Plans.** 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 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.
- 2.05. Landscape Plan.** A basic landscape plan shall accompany the dwelling drawings. The 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 with automatic sprinkler and drip line systems incorporated for irrigation of lawn areas. Additionally, each owner may add trees, additional xeriscaping, flowerbeds, pigmented or stained concrete, driveways, or sidewalks and illuminated house numbers. The 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.
- 2.06. 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 fifty 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.

ARTICLE III

General Provisions Concerning the Architectural Review Committee:

- 3.01. **Assessment of Fees.** 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.
- 3.02. **Delegation of Responsibilities.** 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.
- 3.03. **Address.** 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 the current Development Standards will be kept.
- 3.04. **Owners' Rights and Restrictions.** 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 Bylaws or Association Rules.



- 3.05. Approval or Disapproval Period.** 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 or the Declaration.
- 3.06. 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 be 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 Architectural Review Committee in accordance with the Development Standards as to harmony of external design and location in relation to surrounding structures and topography.
- 3.07. Non-Liability for Approval of Plans.** Plans and specifications shall be approved by the Architectural 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 Architectural 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 Architectural Review Committee, nor any member thereof, nor the Association, nor 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 the Architectural Review Committee, was taken in good faith. An approval of plans and specifications by the Architectural 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 foundation recommendation must come from a registered engineer. The lot owner is responsible for obtaining this foundation engineering and any testing of soils for their foundation. The



Declarant 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.

- 3.08. Inspection and Recording of Approval.** Any member or authorized consultant of the Architectural 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 Architectural 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 Architectural 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.

ARTICLE IV **Lot Use and Building Type**

- 4.01. Lot Use.** All lots are designated for twin homes/duplexes and shall be purchased as pairs. Construction of the twin homes/duplexes shall be simultaneous on each pair of lots. Only upon completion of construction may an individual lot with its dwelling be sold as a separate entity. The erection of more than one dwelling per lot or the re-subdivision of the lots is prohibited. The density and usage of the lot and dwelling must be approved by the Declarant to insure it will be harmonious to the surrounding structures. This shall be the sole discretion of the Declarant until seventy-five percent (75%) of the lots have been sold.
- 4.02. 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 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.
- 4.03. Building Types.** 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.



- 4.04. **Quality of Construction.** It is the intention and purpose of this Declaration to ensure that all structures shall be of quality design, workmanship and materials, which are compatible and harmonious with the natural setting of the area and other structures within the Patio Homes at Woodland Park. 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.
- 4.05. **Compliance with City.** The lot owner must survey and or determine the appropriate City set back lines and lot lines with approval of the City Building authorities.

ARTICLE V

BUILDING REQUIREMENTS

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:

- 5.01. **Structure Height.** The height of the dwelling on these various lots is as follows:

Maximum:

Lots 1-4, 17-36; one level

Lots 5-16; 1 ½ story, including bi-level construction, and may include a bonus room over the garage.

The Declarant shall have the final and sole decision on the reasonable height so the views of the surrounding lots are not obstructed.

- 5.02. **Surface Area.** No one-story dwelling shall be constructed having less than 1,050 square feet of living area. No bi-level dwelling shall be constructed having less than 1,600 square feet of living area. One-and-one-half (1 ½) story dwellings must have at least 900 square feet on the main level and one-half (½) story above making for at least 1,350 square feet total. Bi-level dwellings may extend below grade however standard height basements are not allowed.
- 5.03. **Front Elevation.** Any single family dwelling constructed must have a 4:12 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. Any dwellings, which appear too similar or identical in the front elevation to adjacent homes, shall be modified slightly to appear different.



- 5.04. Garages.** Two-car attached Garages must be constructed. Garage doors may be 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 blend appropriately with the approved color scheme of the residence. 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.
- 5.05. Fences.** Only approved fences shall be permitted upon any lot. The fences shall not exceed five feet (5') in height and shall be placed to the side and rear of the residential structure. 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 ten feet (10') 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 whenever possible. Gates in the rear or side of the dwelling must accommodate commercial mowing machines five foot (5') gates are required. Privacy walls may be constructed of brick or stone masonry, stucco or over concrete masonry, or tasteful combinations thereof. Wire fencing is prohibited except along the bottom interior of any vinyl fence to contain small pets. A fence material and color list and design plan shall be furnished to each purchaser. Fences should all be planned and be placed equal distances with the posts and runners to look uniform and lined up one to another. Retaining walls may be constructed of cast concrete or engineered brick or concrete masonry; however, all exposed walls surfaces and edges must be treated with approved finish, such as 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 retaining walls of native stone do not require supplemental facing or finish. All dry 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.
- 5.06. Basketball Backboards.** Free standing or wall-mounted basketball backboards are not allowed, due to the close proximity of the structures and also the availability of the school grounds and college.
- 5.07. Placement of Party and Other Walls.** It is contemplated that each of the residential units shall have one or more party walls, each connecting it with the other residential unit in the building. It is intended that each party wall shall be erected upon the lot line between the residential units concerned and that each non-party exterior wall of each residential unit shall be erected wholly within such residential unit so as not to encroach upon any common areas or outside of the City Building set back areas. In the event of an unforeseen and acceptable encroachment, the Association may in its own discretion,

grant easement. It is strongly advised that a surveyor stake the foundation footprint to ensure the building is placed properly. It is advised to have the adjoining walls heavily insulated for noise. All construction must pass the City of Sheridan's building code, and the builder and homeowner are responsible for proper placement. In the event one unit's party wall would affect the adjoining unit with water or other occurrence, the Association may intervene.

- 5.08. Privacy Panel.** A privacy panel of approximately ten feet (10') in length (or the length of the patio) and six feet (6') in height may be constructed between the patios in line with the party wall.
- 5.09. Pools.** All spas must be constructed clear of all required setbacks and in accordance with City of Sheridan regulations. Pools are not allowed, except as a landscaping feature, which must be approved by the Architectural Review Committee.
- 5.10. Driveways.** 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 concrete. Driveways must be completed prior to occupancy unless prior approval is received from the Committee.
- 5.11. 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.
- 5.12. Outdoor Storage.** Outdoor areas housing trash containers, clotheslines, maintenance and service equipment such as lawnmowers, and overflow storage shall be screened from all adjacent properties by a wall or fence conforming to Development Standards.
- 5.13. 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 place 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, (or standard real estate sign), no larger than four square feet. If the Architectural Review Committee deems any sign to be inappropriate, the Architectural 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).

- d) Development-related signs owned and erected by the Declarant shall be permitted without limitation.
- e) Signs for temporary single events, such as a garage sale sign, may be permitted for up to one week.
- f) All signs, regardless of type, are subject to the approval of the Architectural Review Committee for style design, color, text, location, and duration of exhibit.
- g) All home office signs or family name signs must not exceed two feet (2') square and must be attached to the dwelling.

5.14. 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 Architectural Review Committee.

5.15. Foundations. Foundations must harmonize and complement 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.

5.16. Exterior Materials.

- a) As the Association will be responsible for replacing the siding and roofs, the following is required: As time passes, new and better materials emerge for building. Therefore, specific materials cannot be specified herein, but the Association may make its determination from year to year. Long term warranty siding products are required. Stucco/EIFS, concrete fiber, and man-made products will be reviewed by the Association to ensure they have a long life of materials projection. A thirty-year (30) or longer warranty is required. Prefinished siding products must have a low-gloss wood-grained finish. Fiber composition products must possess a porous wood- grained texture suitable, and it is recommended that it be a pre-finished, hard-baked application, to avoid the application of stain or paint.
- b) Soffits and fascia should also be of maintenance free materials. At this time, Aluminum is encouraged, but this may change as other materials emerge on the market.
- c) The use of masonry as an exterior finish material will be considered acceptable. 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 Architectural Review Committee on a case-by-case basis shall determine the extent of stucco, which is acceptable.

- d) The aesthetic merits of any combination of exterior materials are subject to review and approval by the Architectural Review Committee in order to maintain the architectural integrity and consistent visual aesthetics of a community of homes.

5.17. Roofs. As previously stated, all residences will have a 4:12 or steeper pitched roofs.

- 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, flat roofs, mansard roofs, earth sheltered (sod roofing) and A-frames are prohibited.
- b) The roofing on all structures will be of colors to be determined by the Architectural Review Committee considered to be harmonious to all the structures. Allowable roofing materials include fire-retardant, non-reflective premium dimensional architectural asphalted shingles with a minimum of thirty-year (30) guarantee, and shall meet the City of Sheridan Building Ordinances.
- 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 are subject to the height limitations described herein.

5.18. 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.

5.19. Exterior Colors. The color combination of exterior materials should generally be subtle and tasteful to blend with the neighborhood and landscape. Muted pastels, beiges, earth tones and grays are acceptable exterior wall colors. Colors approaching the primary range (red, blue and yellow) are not allowed, as are drastic contrasts in value (light to dark); no whites. 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, this color to be determined by the Association for continuity of the dwellings.

All color schemes must be approved by the Architectural 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.

- 5.20. **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. Metal coated/clad wood windows are also encouraged.
- 5.21. **Building Projections.** All projections from a residence or other structure, including but not limited to, chimney flues, vents, flashing, louvers, gutters, downspouts, utility 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. Television, radio and other communication antennae 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.
- 5.22. **Alternative Energy Applications.** Passive solar design is allowed. Alternative energy systems must be reviewed for aesthetic compatibility and approved by the Architectural Review Committee. No external wind generators shall be erected.
- 5.23. **Mailboxes.** The US Postal Service will deliver mail to central banks of mailboxes for homeowners.
- 5.24. **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.
- 5.25. **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.

- 5.26. **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 Architectural Review Committee, before the alteration may be implemented.

ARTICLE VI

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:

- 6.01. **Utility and Drainage Easements.** To the extent that utility easements are not shown on any the Patio Homes at Woodland Park, LLC lot or plat, then a five-foot (5') strip running alongside 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.
- 6.02. **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.
- 6.03. **Maintenance of Easements.** 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.
- 6.04. **Easement Access.** No owner shall have any claim or cause of action, except as herein provided, against Declarant, and the Architectural 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.
- 6.05. **Water Rights.** All water rights are being retained by the Declarant, with the exception of any water wells on their respective lots.



ARTICLE VII
Controls Applicable During Construction:

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

- 7.01. Dumpster.** At all times during the construction period, a trash dumpster shall be located on the site and all construction debris shall be placed in the dumpster. The dumpster shall not be dragged nor 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 owner's site shall be cleaned and removed immediately.
- 7.02. Storage of Building Materials.** Building materials shall be stacked neatly on the site and shall not be stored on adjoining property. Adjoining property shall be restored if damaged.
- 7.03. Protection of Common Infrastructure.** 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. All landscaping materials must be placed on the homeowner's lot and not on the public street.
- 7.04. Access Aprons.** 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 to repair it to its original state.
- 7.05. Topsoil Conservation.** During excavation the builder must scrape and conserve all topsoil to put back upon the same lot. The excavation material from one site cannot be placed on top of the top soil of an adjacent lot while digging, unless permission has been granted from the adjoining site in which event the adjoining lot's topsoil must be protected and conserved on its respective lot.
- 7.06. Security Barricades.** 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.
- 7.07. Construction Timeframe.** Any construction undertaken on any lot shall be continued with diligence toward the completion thereof and construction of any dwelling shall be completed within nine (9) months 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.

ARTICLE VIII

GENERAL PROVISIONS CONCERNING THESE STANDARDS

- 8.01. 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.
- 8.02. Violation of Declaration.** Violation of this Declaration will allow the Committee representative to stop construction immediately and prepare a statement of violation.
- 8.03. Enforcement.** Enforcement of these Rules, Regulations and By-Laws shall be by a proceeding initiated by Declarant, or the Homeowners' Association board, or by the Architectural Review Committee, 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. 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, the Committee 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 the Committee or their members or representatives, the board or the Committee 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 the Committee or their members or representative shall specifically be adjudicated liable to such claimant.
- 8.04. 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.
- 8.05. 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.

- 8.06. **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 Architectural Review Committee. These determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all owners.
- 8.07. **Amendments or Modification.** If the subdivision desires to make a permanent change to the Covenants or Building Standards, a confirmation vote of not less than seventy-five percent (75%) of the lot owners must be cast.
- 8.08. **Severability.** Invalidity of any one of these covenants or development and building standards by judgment or court order in no way shall affect any other provision, which shall remain in full force and effect.



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



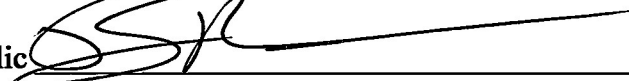
 Jane P. Clark

STATE OF WYOMING)
) ss.
 County of Sheridan)

The foregoing instrument was acknowledged before me this

30th 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: 5-12-14





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. 2012-693832 DECLARATION

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX AGENCY