

# **POPLAR GROVE SUBDIVISION**

## **A PLANNED UNIT DEVELOPMENT**

### **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Dear Prospective Landowner:

The concept of covenants is new for some people. However, if the reasoning behind the covenants are known and fits your lifestyle, restrictions can be viewed as conveniences, protections and benefits.

Covenants in the Poplar Grove Subdivision have been carefully thought out in relation to each development area. We encourage you to review the following pages of covenants carefully. You are contemplating a major investment.

Let us know if you have any questions. We look forward to working with you.

Better Living, LLC

  
Steve Redinger  
President of Better Living, LLC

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
POPLAR GROVE SUBDIVISION**

THIS DECLARATION made this 14th day of December, 2007 by Better Living LLC, hereinafter referred to as the Declarant.

Whereas, Declarant is the owner of certain real property in Sheridan, Wyoming.

The legal descriptions are:

Lots 1,2,3,4,5,6,7,8 and 9, Block 1, Poplar Grove P.U.D. Phase One, a subdivision to the City of Sheridan, Sheridan County, Wyoming, as recorded in Drawer P, Plat Number 82, in the Office of the Sheridan County Clerk.

Lots 1,2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 2, Poplar Grove P.U.D. Phase One, a subdivision to the City of Sheridan, Sheridan County, Wyoming, as recorded in Drawer P, Plat Number 82, in the Office of the Sheridan County Clerk.

Lots 1, Block 3, Poplar Grove P.U.D. Phase One, a subdivision to the City of Sheridan, Sheridan County, Wyoming, as recorded in Drawer P, Plat Number 82, in the Office of the Sheridan County Clerk.

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Poplar Court consists of 25 single family lots and is hereinafter referred to as "Poplar Court lots."

Willow Court Subdivision consists of 22 twin-home lots and is hereinafter referred to as "Willow Court lots."

Aspen Court Subdivision consists of 39 manufactured home park lots and is hereinafter referred to as "Aspen Court lots."

**Poplar Court, Willow Court and Aspen Court Subdivisions are designated on Exhibit A and are hereby dedicated to the Poplar Grove Subdivision and hereafter referred to collectively as the Poplar Grove Subdivision or "Subdivision". There may be some slight variances in the lot sizes that have not been platted as of the date of this document; therefore, Exhibit A shall be for informational purposes only.**

Declarant declares that all of the properties described in Exhibit A shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant subject to conditions, restrictions, reservations and covenants now on record and upon the following express conditions, provisions, reservations, restriction, servitudes and covenants (hereinafter collectively referred to as "covenants"). Each and every covenant is for the benefit of the entire Poplar Grove Subdivision and for the benefit of each owner of land therein. These covenants shall run with the land and inure and pass with this property and each and every parcel of land therein. These covenants shall be binding on all owners of land in this Poplar Grove Subdivision and their successors in this interest, regardless of how that interest is acquired. This includes, but is not limited to, adverse possessors, lessees and purchaser at mortgage foreclosure sales. These covenants are imposed pursuant to a general plan for the improvement and benefit of the Poplar Grove Subdivision.

It is the intention of the Declarant that the lands located in the Poplar Grove Subdivision shall be developed and maintained as a highly desirable residential area. The purpose of the following covenants is to assure that the Poplar Grove Subdivision remains as a highly desirable residential area with the uses and structures permitted by the Declarant.

#### **ARTICLE I- USE AND OTHER RESTRICTIONS.**

1. No re-subdivision of any block/lot shall be permitted as restricted on the deed of each block/lot. No more than one single family residence is permitted to be constructed on any block/lot.
2. All blocks/lots in the Subdivision shall be used for single family residence and recreational purposes. No manufacturing or commercial enterprise of any kind for profit shall be maintained on, in front of, or in connection with the lands in this Subdivision as restricted on the deed of each block/lot, except the lands of this Subdivision may be used for home occupations. A home occupation use is a use (1) clearly incidental to or secondary to the residential use of the dwelling on the property; (2) carried on within the dwelling by one of more occupants of the



dwelling and does not employ anyone not residing in the dwelling; (3) does not display or create outside the dwelling any exterior evidence of the operation or the home occupation; (4) does not involve the operation of a store, the sale of merchandise, the keeping of stock in trade, the use of the premises for commercial camping, commercial recreation, commercial overnight parking, or the presence of visitors or clients and/or customers; and (5) create any noise.

3. All buildings erected on any Poplar Court lot shall be a detached single family dwelling and other outbuildings, fences, water impoundments, or other structures that may be approved by the Board of Directors. A single family residence shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages of 1000 square feet.
4. All buildings erected on any Willow Court lot shall be a twin-home dwelling with each side of the dwelling being a single family dwelling with an attached single or two car garage and other outbuildings, fences, water impoundments, or other structures that may be approved by the Board of Directors. A twin-home dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages of 800 square feet.
5. All manufactured or mobile home buildings erected or placed on any Aspen Court lot shall conform to the following requirements:

*A. Manufactured home.* A structure, transportable in one or more sections, and when erected on site, is four hundred or more square feet in area, with a minimum width of twenty-four feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained therein. A manufactured home must be built in a factory and comply with the current United States Department of Housing and Urban Development's manufactured home construction and safety standards.

*B. Mobile home.* A structure built in a factory, at least twelve feet in width and thirty-two feet in length, transportable in one or more sections, and having a permanent chassis. Mobile homes are designed to be used as a dwelling unit, with or without permanent foundation when connected to required utilities, and have been built after January 1, 1985. Mobile homes must comply with the United States Department of Housing and Urban Development's manufactured home construction and safety standards.

*C. Setbacks and Clearances.* Mobile and manufactured homes shall be so located on each Aspen Court lot so that there shall be minimum setbacks of twenty-five feet from any building within the park, twenty-five feet from any property line adjoining a public street, twelve and one-half feet from all other property lines, and from roadways within the park. Setback requirements shall not apply to accessory structures on the respective mobile or manufactured home lot.

Minimum clearances between mobile and manufactured homes shall be twenty-five feet side-to-side, twenty feet end-to-end, twenty feet side-to-end, and twenty feet when units are located at other than right angles to the roadway or to

adjoining units. Minimum clearance between accessory structures attached to or adjoining mobile and manufactured homes and adjacent mobile and manufactured homes, or accessory structures on the adjoining mobile or manufactured home space shall be ten feet.

6. The following activities, uses and practices by the owner of any Subdivision block/lot are prohibited and inconsistent with the purpose of these Covenants:
  - A. The construction or placement of any buildings, camping accommodations, mobile homes (except as allowed in Aspen Court ), boat ramps, bridges, billboards, water impoundments, roads or vehicle trails, or other structures.
  - B. Except as approved by the Board of Directors, the removal, destruction or cutting of native vegetation, including agricultural grazing, personal-use firewood and other agricultural uses except for the control of noxious weeds.
  - C. The introduction of non-native plant or animal species, including agricultural purposes and cultivation of crops.
  - D. Surface owner's exploration for or extraction of minerals, oil, gas or other hydrocarbons, soils, sands, gravel, rock or other minerals on or below the surface.
  - E. The use of all terrain vehicles, except for maintenance as approved by the Board of Directors.
  - F. The dumping or disposal of toxic or hazardous materials, used tires, oil tanks and barrels, or automobiles, motorcycles, all terrain vehicles, recreational vehicles of any kind, fireplace ashes, used oil, animal waste or carcasses, etc.
  - G. Any change in the topography, through the placement therein of soil, land fill, dredging spoils, or other material, except as incidental and necessary to the activities permitted herein.
7. Only new construction shall be permitted for all buildings and residences in Poplar Court and Willow Court of the Subdivision, and such construction shall be of good quality and appearance and the exterior design shall harmonize with the existing structures and setting of the area as approved by the Board of Directors. Professional architectural drawings and/or plans shall be submitted to the Board of Directors for approval for all construction, additions and modifications of any residences, outbuildings, fences, water impoundments, or other structures. Compliance and obtaining Board of Directors approval shall be done in accordance with additional provisions of these covenants. All water impoundments shall require the submission of plans and designs approved by a licensed professional engineer assuring no disturbance with existing sub-surface aquifer and pass through of all unadjudicated surface waters.
8. No mobile or manufactured homes shall be permitted to be placed on any block/lot in the Subdivision except for Aspen Court lots.
9. It shall be the responsibility of the owner of any Subdivision lot to provide, plant, and maintain trees at the minimum ratio of two trees for each Subdivision lot.

Minimum size of trees at time of planting shall be one and one-half-inch caliper for deciduous trees and twenty-four-inch height above ground level for evergreen trees. Dead trees shall be replaced within one year.

10. All Poplar Court and Willow Court lots shall have underground sprinkler systems installed in the front yard of each residence at the time of construction of the residence on the lot.
11. All Subdivision lots shall have a landscaped yard at the front of the lot with a minimum of 70% of that yard covered in grass ground cover that shall be properly maintained and mowed by the lot owner.
12. All Subdivision lots shall have concrete paved driveways and/or parking pads.
13. No structure on any block/lot may be inhabited until it has been completely enclosed and substantially completed and sanitary facilities and utilities have been installed.
14. No structure of a temporary character, a trailer, tent, garage, barn or other temporary type structure shall be built or moved onto any block/lot at any time or used as a residence or other building either temporarily or permanently, with the sole exception of a temporary contractor's shed and/or trailer and temporary sanitary facilities may be erected and used during the period of construction. Provided, however, recreational vehicles owned by the landowner may be stored on the premises in an outbuilding or other enclosed structure which plans for construction have been approved by the Board of Directors and constructed in accordance to these covenants.
15. No block/lot within the Subdivision shall be split as restricted on the deed of each block/lot, provided that nothing herein shall preclude a purchaser from buying one or more blocks/lots.
16. Residences, outbuildings, fences, walls, exterior lighting facilities, domestic water or waste water disposal systems or other structures may be constructed, replaced or altered on any block/lot within the Subdivision only after the plans and specifications showing the location of the structure and the plans and specifications for construction or alteration have been approved by the Board of Directors as to the quality of workmanship and materials, harmony of colors to blend with the surrounding area and harmony of external design with the existing structure and/or location with respect to topography, finished grade, elevation and compliance with the covenants herein. Specifically disallowing bright, shiny metallic-type external finish and metal siding.
17. A purchaser of any block/lot within the Subdivision shall complete exterior construction within one hundred eighty (180) days after commencement thereof unless the Board of Directors agrees to an extension of the 180 days and if completion of the exterior goes beyond the 180 days or any extension granted by the Board of Directors; the Board of Directors shall have the right to retake possession of the premises and pay the purchaser the original purchase price for the block/lot plus fifty percent (50%) of the actual construction cost of any improvements thereon, less either the reasonable cost of removal of such construction, backfill, foundations or any other work required to return the block/lot to the original condition or the reasonable cost of completion of such construction, whichever shall be the lesser amount.

18. All exterior finish shall be of wood, stone, brick or other type of exterior finish of good quality as determined by the Board of Directors and painted surfaces shall be of earth tones and the exterior painted surfaces of each of the twin homes on one Willow Court lot shall be the same color as the attached twin home. Earth tone stucco or similar type materials shall be allowed, white is not considered an earth tone color. Soffit, facie and trim may be of other materials as determined by the Board of Directors but shall exclude bright, shiny, metallic-type external finish.
19. There shall be a minimum of twenty (20) square feet of masonry of either rock or brick on the front of each residence in Poplar Court and Willow Court lots.
20. Yard fences may be of any type as shall be approved by the Board of Directors. Any other fence or fences other than those constructed by the Declarant shall be approved by the Board of Directors.
21. Chimneys shall be of stone or brick or natural color. No metal chimneys shall be allowed. All chimneys, flues, fireplaces, including outdoor fireplaces or facility of any type, designed to contain a fire must be installed with a spark retardant screen designed to contain sparks that may cause fire outside its confines. Any material used for burning in any fireplace, woodstove or any other type of heating stove or facility must be stored such that it is not visible from the front of the building and does not extend in front of the residence unless approved by the Board of Directors.
22. Roofs shall be of earth tones, black or dark charcoal gray in color and be of asphalt shingles, cedar shakes, and cement or other such material as may be approved by the Board of Directors. The roof pitch shall be a minimum of 4/12 pitch.
23. No building material shall be stored on any block/lot for a period of longer than thirty (30) days unless substantial construction is actually in progress.
24. All areas disturbed by construction shall be returned to natural conditions and replanted within one growing season with suitable ground cover.
25. All front yards shall be planted and landscaped within one growing season of completion of construction.
26. All lands, buildings, structures, fences and other improvements shall always be maintained and kept in good repair.
27. No junk, rubbish, trash, garbage, discarded furniture or other waste shall be located at any time on any portions of the lands, buildings, structures, fences and other improvements visible to other subdivision homeowners or the public.
28. Basketball boards or other sporting equipment shall be attached to the house, garage or other building and not supported on separate posts unless no part thereof extends in front of the rear line of the residence, such equipment shall not be visible from the front of the residence unless approved by the Board of Directors.
29. No junk, inoperable or unlicensed automobiles, mechanized vehicles of any type, trailer, boat, camper or other recreational type vehicle, farm machinery or stock trailers shall be situated or parked on any block/lot in the Subdivision for more than seven (7) consecutive days, nor more than twenty-eight (28) days within any calendar year, unless such vehicle or equipment or implement is enclosed in a

garage or other outbuilding. No mechanical repair may take place outside an enclosed building. No parking shall be allowed within the boundaries of any road right of ways.

30. No gasoline or other type of fuel, including propane, shall be stored in tanks or containers located above or on the surface of the ground.
31. No portion of the Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such trash, garbage or other waste shall be kept in sanitary containers which are to be housed within enclosures and all containers shall be secure against spilling and shall be removed to a public land fill at time of disposal. The burning of garbage or trash in incinerators or by any other means is prohibited.
32. Homeowners shall be required to take all measures necessary to eliminate noxious weeds at their own expense and comply with all local, state and federal regulations. The definition of noxious weed shall be that imposed by the Sheridan County Weed and Pest Control, and/or the Board of Directors.
33. Fencing and the common driveways shall be constructed by the Declarant as depicted in **Exhibit A**.
34. No noxious or offensive activities shall be carried on within the Subdivision or upon any block/lot at any time, nor shall anything be done which may constitute an annoyance or nuisance to any other owner within the Subdivision. The Board of Directors shall determine whether any use is an annoyance or nuisance.
35. There shall be no hunting, discharge of firearms, archery hunting, or fireworks in the Subdivision. There shall be no trapping of any kind unless approved by the Board of Directors.
36. No birds, dogs, cats, pets, poultry, rabbits, llamas, animals or livestock of any type shall be raised, bred, or kept for any commercial purpose on any Subdivision lot.
37. Llamas, goats, swine, horses, cattle, donkeys, bulls, sheep, ostrich, emus, poultry and rabbits are expressly forbidden and none shall be kept at any time on any Subdivision block/lot for any purpose.
38. Any dog, cat or other pet which may be kept in the Subdivision shall not become a nuisance. No pet shall at any time be permitted to run at large, and all pets shall be kept either in the dwelling or in an approved enclosure unless under the direct and immediate control of the owner.
39. All motorcycles and motorcycle type of transportation, including but not limited to motorbikes, trail bikes, any all terrain vehicles, as well as all snow machines, recreational vehicles, trucks, pick-ups, automobiles and vehicles of any kind shall comply with legal licensing requirements both as to the vehicle and the driver or operator thereof, shall comply with and obey all laws, rules and regulations of the State of Wyoming and the County of Sheridan relating to ownership, licensing, operation and use of the foregoing means of transportation, whether on public roads or on individually owned blocks/lots.
40. All motorcycles and motorcycle type of transportation, including but not limited to motorbikes, trail bikes, and any all terrain vehicles, as well as all snow machines, recreational vehicles of any kind shall be used only to enter and exit from the public roads to Subdivision lots. It is strictly prohibited to operate any of

- the foregoing means of transportation in any unsafe, noisy or offensive manner on or in the Subdivision and operation thereof shall be limited to only ingress and egress as stated above. In addition, all vehicles of any kind shall be operated at a noise level which is at least as quiet as factory noise level. No vehicles of any kind shall be allowed on the walking paths or in the common areas except in the case of needed maintenance and/or repair as approved by the Board of Directors.
41. All costs incurred for maintenance, repair or improvements of roads, recreation easements and areas, fences or common ground in the Subdivision shall be shared by the Subdivision block/lot owners on an equal pro-rata basis, or upon a ratio to be agreed upon by the Board of Directors.
  42. Any and all utilities placed within the Subdivision shall be underground.
  43. Any swimming pools with the exception of children's wading pools not exceeding eight feet in diameter, tennis courts or other outdoor recreational facilities which are to be constructed or located in the Subdivision shall have prior approval as to design and location from the Board of Directors.
  44. No permanent clothes line posts will be erected on any of the blocks/lots. Any clothes line posts or poles shall be of the removable type and shall be enclosed or screened from view on all sides as approved by the Board of Directors.
  45. No television or other communication towers or structures including satellite dishes exceeding two and one-half (2.5) feet in diameter shall be placed in front of the dwelling or in front of the rear line of the dwelling and shall be enclosed or screened from view. Any such tower or structure that exceeds three (3) feet above the building roof line shall be first approved by the Board of Directors.
  46. No outside illumination equipment, fixtures or yard lights detached from the residence, garage or other building shall be constructed unless attached to a post or pole which shall not exceed eight (8) feet in height and which post or pole shall conform to the general architectural plan of the dwelling and shall be first approved by the Board of Directors. All connections for such detached illumination shall be underground.
  47. Excavation for stone, gravel or earth on any block/lot is prohibited. Excavation for construction purposes is permitted, but only after construction has commenced and during the construction period.
  48. No flood irrigation shall be used within the subdivision.
  49. Additional restrictions or covenants not in conflict with the covenants herein may be made by appropriate provision in any contract or deed for sale or conveyance of a block/lot. Such additional restrictions shall inure to the benefit of and be binding upon the parties in the same manner as they have been expressed herein.

## **ARTICLE II- BOARD OF DIRECTORS**

1. The Board of Directors shall consist of the Declarant and an Architect selected by the Declarant until such time as eighty percent (80%) of the Poplar Court and Willow Court lots within the Subdivision have been sold at which time the owners of said blocks/lots shall elect three (3) members comprised of Subdivision Lot owners to replace the Declarant and the Architect as the Board.

2. At that time and thereafter, each owner of a lot located on Poplar Court, Willow Court or Aspen Court shall have one vote per one lot.
3. At that time and thereafter, the Board of Directors shall be comprised of one owner of a lot from Poplar Court; one owner of a lot from Willow Court and one owner of a lot from Aspen Court. These members shall serve one (1) year terms with elections to be held annually following the date of the first election. Upon the death or resignation of any block/lot owner on the board, the remaining members of the Board shall have the authority to designate a successor from the block/lot owners who shall remain on the board until the next election.
4. Elections to Board of Directors shall be held at the annual meeting. Notice of the meeting shall be mailed to all property owners within the Subdivision at the address given to the Board secretary.
5. At a meeting, each single-family block/lot shall have one vote.
6. The members of the Board shall elect a chairman who may also serve as secretary unless another member shall be designated as such. In any event, the secretary shall keep a minute record of all proceedings and actions taken by the Board and shall be responsible for all correspondence.
7. Meetings of the Board may be called at any time by the chairman as required to transact any business, and the Board may formulate its own rules and regulations for the calling of such meetings and conduct of its business.
8. Upon the purchase of a block/lot, the purchaser shall be provided with the names of the members of the Board of Directors.
9. The Board of Directors shall have the obligation of providing for the care, operation, management, maintenance, repair and replacement of common easements, common roads, recreation easements and areas, fences or common ground in the Subdivision. Without limiting the generality of the foregoing, said obligations shall include the keeping of such common easements and improvements thereon in good, clean, attractive, sanitary condition, order, repair, and desirable condition and making necessary and desirable alterations, additions, betterment, and improvement to or on the common easements.
10. The Board of Directors shall have the right to make and enforce reasonable and uniformly applied rules and regulations governing the use of the easements and Subdivision common property to assure equitable use and enjoyment by all persons of the Subdivision.
11. Prior to construction on any block/lot in the Subdivision or any other matter designated for approval by the Board of Directors, the owner of said block/lot must submit preliminary plans and specifications to the Board of Directors, which plans and specifications shall include the following: (a) finished grades; (b) finished floor elevations; (c) floor plans; (d) roof plans; (e) site location plat; (f) all four exterior elevations and (g) exterior colors.
12. Within thirty (30) days after receiving the plans and specifications for such construction or other matter, the Board shall either approve or disapprove the plans and specifications which approval or disapproval shall be in writing.
13. In the event the Board fails to approve or disapprove within such period of time after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been communicated prior to the completion

thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

14. If the plans shall be rejected by the Board because of noncompliance with the covenants and restrictions, the reason therefore shall be stated.
15. The person submitting the plans shall have the right to make application to the Board for review of its decision and may request a variance from the restrictions.
16. In the event the Board approves preliminary plans and specifications, prior to construction, final plans and specifications shall be submitted to the Board of Directors in detailed form, to assure conformance of the final plans and specifications to the preliminary plans and specification.

#### **ARTICLE III – ASSESSMENT**

1. The owner(s) of any block/lot or blocks/lots shall be obligated to pay and shall pay unto the Board of Directors the overhead assessment for maintenance and repair of all of the common easements, areas, fences, roads and recreation facilities only. The assessment shall be determined by dividing the costs equally between the owners of each block/lot. Assessments are made against each block/lot entitled to vote unless another assessment plan is approved by the Board for specific assessments.
2. The Board of Directors shall have the power and authority to determine all matters in connection with assessments, including the power and authority to determine where, when and how assessments shall be paid to the Board and each block/lot owner shall be required to comply with any such determination.
3. The amount of the assessment or any other amount payable with respect to any lot shall become due and payable thirty (30) days after written notice by the Board of Directors to such block/lot owner or at such later time as may be specified by the Board. Any amount shall bear interest at the rate of eighteen (18) per cent per annum from the date due and payable.
4. The Board shall have a lien against each block/lot in order to secure the payment of any assessment plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in the manner of foreclosures of real estate mortgages in the State of Wyoming.
5. No substantial improvements shall be undertaken in the common easements or areas for the construction of which owners are to be assessed, without the consent of seventy five percent (75 %) of all owners in the Subdivision.

#### **ARTICLE IV – GENERAL PROVISIONS**

1. The Board of Directors shall have the authority to determine compliance with the covenants contained herein, and allocate and assess the costs for improvement, maintenance and repair of easements, roads and other areas designated for common use to the block/lot owners. Upon the violations of any covenant, or upon the failure to pay any assessments, a written notice of such violation or



- failure shall be directed to the violator who shall then have ten (10) days after receipt of the said notice to correct the violation or pay the assessment due.
2. If said violation is not so corrected or payment is not made, the Board of Directors may re-enter and take possession of the violator's premises and/or correct the violation and charge all costs of such correction to the Owner.
  3. In addition, liquidated damages may be assessed against the violator at the rate of \$25.00 per day for each day the violation continues after the ten (10) day notice. In the event suit is required to collect any sum due, or to enjoin the violation of any of the covenants contained herein, the violator, in addition to any of the other penalties assessed by the Court, shall be liable for all attorney's fees and costs incurred by the Board of Directors in bringing such action. Nothing in this provision shall act to impair an individual owner from bringing suit to enforce compliance or enjoin any violation to these covenants; the violator shall be liable for all attorney's fees and costs incurred by such individual owner in bringing such action.
  4. Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way effect any other provisions which shall remain in full force and effect.
  5. The covenants and restrictions of this Declaration shall run with, and be binding upon, the land for a term of twenty (20) years from the date this declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years by an instrument signed by the owners of not less than fifty one percent (51%) of the total lots within the Subdivision and the covenants and restrictions of this Declaration may be reinstated at any time by an instrument signed by the owners of not less than fifty one percent (51%) of the total lots within the Subdivision.
  6. This Declaration may be amended at any time by an instrument signed by the owners of not less than fifty one percent (51%) of the total lots within the Subdivision, and all such amendments shall be recorded in the offices of the County Clerk of Sheridan County, Wyoming.
  7. This Declaration shall be binding upon and shall inure to the benefit of the Board of Directors and each owner, and the heirs, personal representatives, successors and assigns of each of them.

**Signature Page Follows**

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants,  
Conditions and Restrictions for Poplar Grove Planned Unit Development Subdivision this  
4<sup>th</sup> of December, 2007.

Better Living, LLC  
By: Steve Redinger  
Steve Redinger, Manager

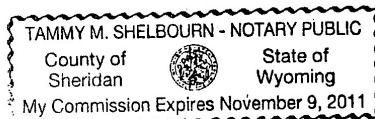
State of Wyoming    )  
                              )ss  
County of Sheridan    )

The forgoing instrument was acknowledged before me by Steve Redinger, Manager of  
Better Living, LLC, this 4<sup>th</sup> day of December, 2007.

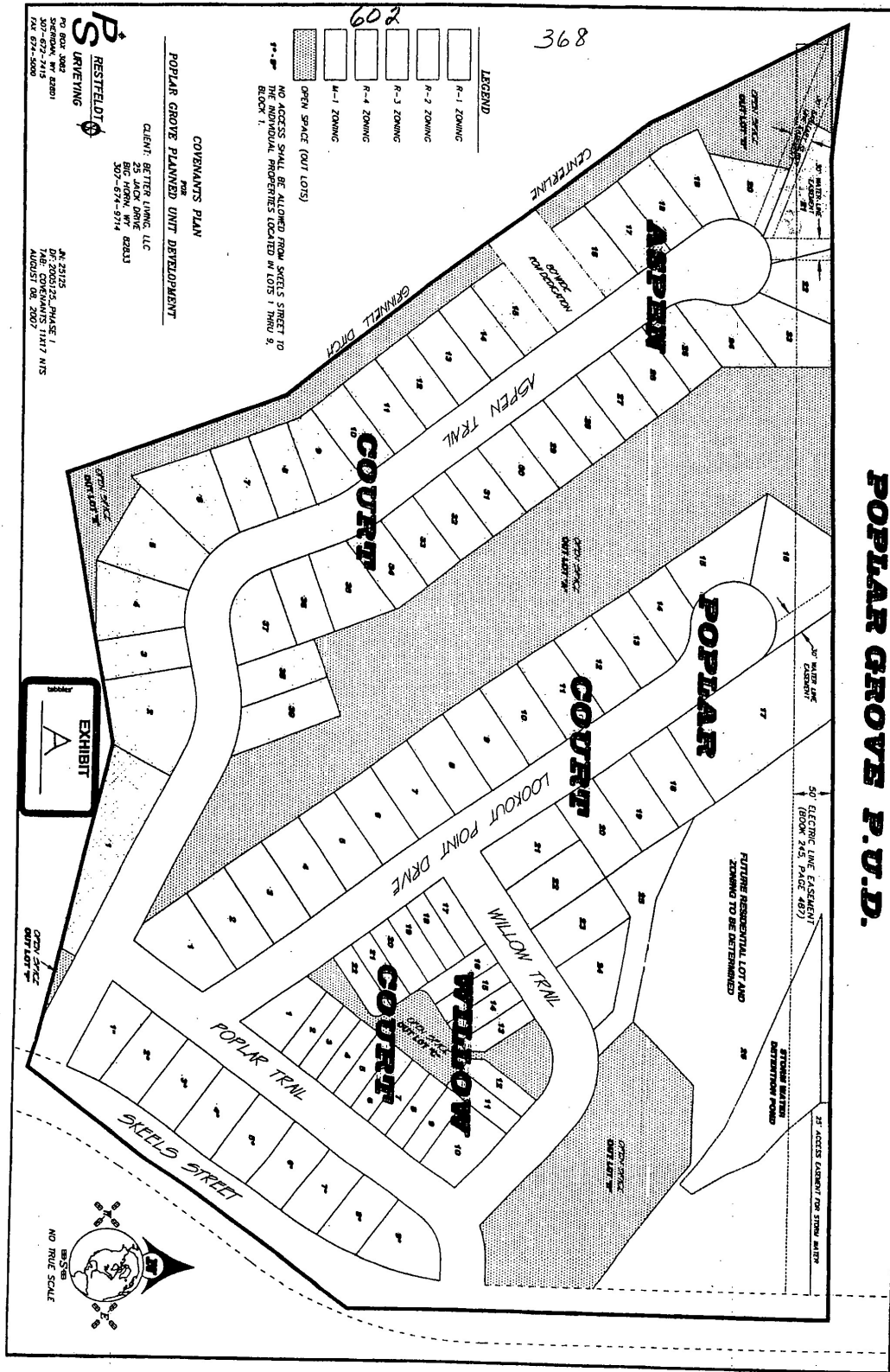
Witness my hand and official seal.

Tammy M. Shelbourn  
Notary Public

My Commission Expires: 11/9/2011



# POPULAR GROVE P.U.D.



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