

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)



2017-738883 11/21/2017 3:39 PM PAGE: 1 OF 19
BOOK: 570 PAGE: 565 FEES: \$66.00 HM DECLARATION OF COV
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**DECLARATION OF PROTECTIVE COVENANTS,
FOR THE SKYVIEW WEST SUBDIVISION - PHASE I**

THIS DECLARATION OF PROTECTIVE COVENANTS, (this "Declaration") is made effective on the 30th day of November, 2017, by The Phoenix Limited Partnership, a Wyoming limited partnership, (hereinafter referred to as "Declarant").

RECITALS

WHEREAS, the Declarant is the owner of certain real property described in Exhibits of this Declaration, which, **with the express exclusion of a specific presently unplatted parcel described and labeled as "Tract A"**, constitutes Phase I of a subdivision known as the "Skyview West Subdivision - Phase I" and which appears of record as the October 19, 2016 Skyview West Subdivision – Phase I Final Plat recorded at Drawer S as Plat 151 in the official land records of the Clerk and Recorder for Sheridan County, Wyoming ("**Final Plat**"). Declarant is the present record owner of all lands described in the Final Plat.

WHEREAS, the Declarant desires to assist favorable residential living and recreation, while preserving the highly attractive topographical features of the subject property and proposes to establish and implement plans for residential living and recreation. In view of the unusual and uncommon features to the property, Declarant desires to impose these restrictions on the subject property, yet retain reasonable flexibility to respond to changing or unforeseen circumstances so as to control and maintain the quality and standards of the Skyview West Subdivision - Phase I as administered by the Homeowner's Association described in these Covenants and otherwise pursuant to these Covenants.

WHEREAS, at the time of this Declaration, the Declarant is the sole owner of all of the Property located within the Skyview West Subdivision – Phase I. Declarant is adopting this Declaration for the benefit of all future Lot Owners of Lots in Skyview West Subdivision - Phase I, such that Lots may be held, transferred and used only in a manner consistent with this Declaration, which shall run with the land and be binding with all parties having any right, title and interest in the property, and their successors and assigns.

COVENANTS

NOW, THEREFORE, Declarant hereby declares that the real property and such subdivision additions thereto as may hereafter be made, is and shall be held, transferred and occupied subject to the covenants, conditions, restrictions, easements and liens (collectively the covenants) set forth in this instrument.



ARTICLE I

DEFINITIONS

1.01 The following words when used in these Covenants shall have the following meanings:

- **Homeowner's Association** shall mean and refer to the Skyview West Subdivision - Phase I Homeowner's Association, its successors, and assigns. Members of the Association shall be owners of Lot(s) within the subdivision.
- **Architectural Control Committee** shall mean and refer to the Architectural Control Committee (sometimes "**Committee**" herein), and its constituent members, a committee of the Homeowner's Association Board described in this Declaration.
- **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. 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 in the initial Final Plat dated October 19, 2016. Common Areas shall include, but shall not be limited to all roads, paths, easements and Outlots A, B and C as set forth in the Final Plat. **Tract "A" is expressly excluded from this Declaration.**
- **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 minimal 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** refers to The Phoenix Ltd. Partnership, a Wyoming limited partnership, Pherry, LLC, a Wyoming limited liability company, General Partner, which is the owner and developer of Skyview West Subdivision - Phase I.
- **Duplex Residential Dwelling** shall mean a building in which two distinct single family residential dwellings may exist on adjacent Lots sharing a common wall and with the common wall located on a platted Lot or Parcel boundary.



- **Dwelling** shall mean any building or unit located on a Lot intended for shelter and housing and as further defined and/or described in these Covenants.
- **Dwelling Accessory Building or 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**- an attachment to either the covenants or design standards and incorporated therein.
- **Homeowner's Association or Association** means all of the members designated in accordance with the covenants. The Homeowner's Association Board, sometimes referred to herein as the "Board", shall operate the Homeowner's Association and may be organized as an unincorporated non-profit association or as a formal non-profit entity recognized under Wyoming law.
- **Living Area** shall mean that portion of a dwelling which is enclosed and customarily used for dwelling purposes and having not less than eight feet (8') 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 eight feet (8') below the exterior grade and considered as living area by the City of Sheridan Building Department.
- **Lot** shall mean a distinct lot or parcel of land described by a block and lot number on the Final Plat as described herein, together with any associated Lot specific improvements.
- **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.
- **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 shall not be allowed in the subdivision.



- **Mobile Home** shall mean any home that is constructed such that it can be transported on temporary or permanent axles and wheels and for which a vehicle title can be issued. Mobile homes shall not be allowed in the subdivision.
- **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.
- **Property** shall mean and refer to the lands platted under the Final Plat.
- **Roads and Easements** shall mean and refer to all roads, streets and easements set out or shown on the recorded Final Plat.
- **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 a family unit.
- **Single Family Residential Dwelling** shall mean a distinct single Dwelling in which a single family resides. A Single Family Residential Dwelling may be one unit in a Duplex Residential Dwelling or one unit in a Triplex Residential Dwelling.
- **Story** shall mean that portion of building included (or including the area) 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.
- **Triplex Residential Dwelling** shall mean a building in which three distinct single family residential dwellings may exist on adjacent Lots sharing a common wall and with the common wall located on a platted Lot or Parcel boundary.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.01 Property. All of the Property located in the Skyview West Subdivision – Phase I located in the County of Sheridan, State of Wyoming, as set out in the recorded Final Plat are subject to these Covenants. **These Covenants and this Declaration exclude and do not govern or apply to the unplatted parcel labeled “Tract A” on the Final Plat.**



2.02 Additions to Property. Additional land(s) may become subject to this Declaration, in the sole discretion of the Declarant. Such additional lands may include, but are not necessarily limited to the lands labeled "Tract A" on the Final Plat that are located generally to the southwest of the Lots and Common Areas shown in the Final Plat.

2.03 Outlots A, B and C. The specific lands described in the Final Plat as Outlots, A, B and C shall be held and used as Common Areas and otherwise subject to the requirements and descriptions set out in the Plat by the Declarant, and after the Declarant by the Homeowners' Association, according to the descriptions, terms and restrictions set out in the Certificate of Dedication set out on the Final Plat and in these Covenants.

2.04 Further Subdivision. Expressly excepting Lot 1 and Lot 5, no Lot, Outlot or other Parcel or Lot in Skyview West Subdivision – Phase I as platted effective October 19, 2016 and recorded in the official land records of the Sheridan County, Wyoming, Clerk and Recorder at Plat Drawer S as Plat No. 151 and all streets and dedicated easements and rights-of-way set out in said Final Plat shall ever be further divided, subdivided, split or partitioned without formal signed, written, approved and recorded amendment of this Declaration according to its terms. Lot 1 and Lot 5 are larger Lots which the Declarant, or the Declarant's successor or assign, shall have the ongoing right to further subdivide according to the Minor Subdivision regulations set out in Appendix B of the City of Sheridan Subdivision Ordinance or as otherwise may be allowed under applicable City ordinance or approval. **These Covenants and this Declaration also expressly exclude and do not govern or apply to the unplatted parcel labeled "Tract A" on the Final Plat.**

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

3.03 Quorum and Voting Requirements. Except as specifically stated in these Covenants, any action by or on behalf of the Homeowners' Association requiring approval of members shall be deemed approved when it receives the affirmative vote of Members that collectively hold more than fifty percent (50.00%) of the outstanding votes of the Homeowners' Association.



ARTICLE IV

FORMATION, POWERS AND DUTIES OF THE BOARD

4.01 Board. The affairs of the Homeowners' Association shall be conducted by a Homeowner's Association Board ("Board"). The Board shall initially consist of the Declarant. The Declarant can be removed from the Board, can resign from the Board, or can choose to serve with other Lot owners, when Eighty Five Percent (85.00%) of the distinct Lots in the Subdivision (exclusive of Outlots A, B and C) have been sold and transferred to other ownership by the Declarant. After that time, the Members of the Board shall be elected for three (3) year staggered calendar year terms by a majority vote of the Members of the Homeowners' Association. At or after the time that the Homeowner's Association is no longer the Declarant, the Homeowner's Association may exist and operate as an unincorporated association or may incorporate as a Wyoming non-profit corporation according to relevant Wyoming law.

4.02 Powers and Duties.

- (a) To enter into contracts, maintain bank accounts, purchase materials, labor, equipment, supplies and insurance necessary to perform functions of the Board, and conduct all reasonable business necessary or incidental to the operation of the Homeowners' Association;
- (b) To maintain and repair all common areas not dedicated to the public and any equipment storage buildings as applicable and to establish and maintain reserves for maintenance and repairs;
- (c) To enter into agreement with respect to assessment, collection and disbursement of Homeowners' Association funds;
- (d) To assess Lot Owners for funds necessary for the operation of the Board;
- (e) To enforce the provisions of this Declaration, place liens on Lots, and enjoin and seek damages from any Owner for violation of the Declaration;
- (f) To execute all Declarations of ownership for tax assessment purposes with regard to any of the common areas owned by the Homeowners' Association;
- (g) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent owners, if the Board sees fit or secured by such assets of the Homeowners' Association as deemed appropriate by the lender and the Association;



- (h) To protect and defend the Outlots A, B and C common areas and any other Homeowners' Association Common Areas from loss and damages by suit or otherwise, to sue or to defend in any court of law on behalf of the Homeowners' Association;
- (i) To administer reasonable rules and regulations for the operation of the Outlots A, B and C common areas as required by the Final Plat, or any other HOA Common Areas, and to amend them from time to time on that basis. Amendments will be available to each owner within ninety (90) calendar days after the end of each year in an annual report; and,
- (j) To perform other duties and responsibilities as otherwise set forth in the Declaration.

4.03 Liability Limitations. Neither the Declarant, any Member, the Member(s) of the Board, nor any Agent thereof shall be personally liable for:

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

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

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



ARTICLE V

PROPERTY RIGHTS IN THE OUTLOT OPEN AREAS

5.01 Members' Easements of Enjoyment. Every Member, tenant, guest and/or invitee of every Member who resides on a Lot, and each individual who resides with either of them on such Lot, shall have a right and easement of use, for recreation and enjoyment in and to the various Outlots A, B and C common areas described on the Final Plat and to any other Common Areas governed by this Declaration. However, such easement shall not give any such person any right to make any alterations, additions, improvements or deletions of or to any easements of Common Areas owned or controlled by the Homeowners' Association. No person or entity may alter, change or in any way impede and drainage or drainage easements, improvements, fixtures, features or landscaping on Outlots A, B or C, any other Common Areas, or on any public streets, curbs, drains or sidewalks anywhere within the lands described in the Plat.

5.02 Title to Common Areas. Declarant holds and shall hold record title to the Outlots A, B and C common areas and any other Common Areas Open Areas that are not dedicated to the public for an indefinite period of time, subject to the easements set forth in Section 5.01 hereof. Declarant shall have the right and option (without the joinder and consent of any person or entity, save and except any consent, joinder or approval required by City of Sheridan) to encumber, mortgage, design, redesign, reconfigure, alter, improve, landscape and maintain Open Areas, provided that Declarant fully and timely complies with any and all requirements of the City of Sheridan. At some point in time (deemed appropriate by the Declarant but prior to January 1, 2038) Declarant will convey free and clear title to the Common Areas to the Homeowners' Association for the purposes herein envisioned. Declarant reserves the right to execute any open space declarations applicable to any Common Areas which may be permitted by law in order to reduce property taxes, or which otherwise benefits the Declarant or the Members or any combination of both.

ARTICLE VI

ASSESSMENTS

6.01 Personal Obligation of Assessments. Each Owner of a Lot by acceptance of delivery of a deed therefor, whether or not it shall be so expressed in such deed, is and shall be deemed, as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Homeowners' Association the assessments authorized by this Declaration.

6.02 Interest. If any assessment remains unpaid for thirty (30) calendar days after the due date, the unpaid amount shall accrue interest at the rate of Eighteen Percent (18.00%) per annum.



6.03 Creation of Lien. Any unpaid assessment(s) for any Lot(s) shall constitute a lien against each such Lot to secure the payment of all assessments levied pursuant to this Declaration, and expenses incurred in connection with the enforcement of the lien, including interest, costs and reasonable attorneys' fees. Each lien may be enforced according to applicable Wyoming law and by appropriate judicial proceedings, and the amounts secured by the lien shall be the obligation of the Owner.

ARTICLE VII

INSURANCE, REPAIR AND RESTORATION

7.01 Right to Purchase Insurance. The Declarant or, as appropriate, the Homeowners' Association, shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Outlots A, B and C common areas, any other Common Areas, any other improvements thereon or appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good, sound insurance coverage for properties similar in construction, location and use to the Property. Insurance may include, but need not be limited to:

- (a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier;
- (b) Public liability and property damage insurance on a broad form basis;
- (c) Fidelity bond for all officers and employees of the Association having control over the receipt or disbursement of funds; and,
- (d) Officer's and Director's liability insurance.

7.02 Insurance Proceeds. The Homeowners' Association and the Members shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Homeowners' Association as required in this Article VII remaining after satisfactory completion of repair and replacement, shall be retained by the Homeowners' Association as part of a general reserve fund for repair and replacement of Common Areas or improvements thereon.

7.03 Insufficient Proceeds. If available insurance proceeds are insufficient to repair or replace any loss or damage, the Homeowners' Association may levy a special assessment to cover the deficiency.



ARTICLE VIII

USE OF COMMON AREAS AND RESPONSIBILITY FOR IMPROVEMENTS

The Outlots, Common Areas owned by the Homeowners' Association and dedicated City or City owned rights of way through the Subdivision may be used and enjoyed as follows:

8.01 Restrictive Actions by Members. No Member shall permit any action on or in the Common Areas and city rights of way, which would violate any applicable public law or zoning ordinance or which will result in the cancellation of, or increase in the cost of any insurance carried by the Homeowners' Association, or which would be in violation of any law or any rule or regulation promulgated by the Board.

8.02 Damage to the Common Areas. Each Member shall be liable to the Association for any damage to any portion of the Common Areas caused by the negligence or willful misconduct by a Member or his family and/or their respective guests.

8.03 Rules of the Board. All Members shall abide by any rules and regulations adopted by the Homeowners' Association Board pursuant to these Covenants and this Declaration. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and a Member determined to have violated said rules and regulations shall be liable to the Homeowners' Association for all damages and costs, including reasonable attorney's fees and related costs whether or not any suit is filed.

8.04 Use of Outlots and Common Areas. Use of the Outlots and/or Common Areas shall be limited to Members, their families and guests. No person or entity shall use any portion of the Common Areas to:

- (a) Solicit, promote or conduct business, religious, political or propaganda matters.
- (b) Distribute handbills, newsletters, flyers, circulars, or other printed materials without the prior written consent of the Homeowners' Association (which consent may be withheld in its sole and absolute discretion.)

8.05 Walking Pets. Pet owners shall clean up their pets' debris while on walks on any of the common sidewalks or parks.



ARTICLE IX

ARCHITECTURAL AND LANDSCAPE CONTROL

9.01 Appointment of Architectural Control Committee. The Homeowners' Association shall appoint and maintain an Architectural Control Committee consisting of not less than three (3) nor more than five (5) persons, as specified from time to time in the Development Standards by resolution of the Board. The Declarant shall appoint the initial members of the Architectural Control Committee. The Declarant alone shall have the right to appoint its own representative or others as Committee members and may augment or replace all members of the Architectural Control Committee until Eighty Percent (80.00%) of all the Final Plat lots shown in Phase I are sold and transferred to others. Thereafter, the Homeowners' Association shall have and retain the right to appoint, augment or replace all members of the Architectural Control Committee.

9.02 Development and Construction Standards. All development, design and construction within the Subdivision shall fully conform to all applicable restrictions or requirements set out in the Final Plat and all ordinances and regulations of the City of Sheridan. The Architectural Control Committee shall establish any additional reasonable procedural rules, regulations, restrictions, architectural standards, design guidelines and development standards (collectively the "Development Standards"), which the Committee may, from time to time in its sole discretion, amend, repeal or augment. A current copy of any adopted Development Standards shall at all times be a part of the Declarant's and the Homeowners' Association's records. The Development Standards shall include, at a minimum, those specific restrictions and limitations set forth below in this Article and as follows:

- (a) **New Construction/Time for Completion.** Any dwelling or other building erected on a Lot shall be permanent on-site new construction with new quality materials that meets the various specific criteria described in these Covenants. Once construction of a dwelling structure is commenced on a Lot, construction of that dwelling structure shall be completed within eighteen (18) consecutive calendar months of commencement, except that such period may be extended for acts of God or other significant delays beyond the Owner's control. No dwelling may be occupied until the exterior of the dwelling is completed and it is safe for occupation with occupancy approval by the City of Sheridan according to City Ordinance(s) governing occupancy of new residential structures and dwellings. For purposes of Architectural Control (and not for the occupancy requirement in the preceding sentence) no dwelling structure shall be considered completed until the required landscaping is installed and approved by the Architectural Control Committee (the "Committee") defined and described below.
- (b) **No Mobile Homes/No Temporary Structures.**
 - i. No factory-constructed manufactured or modular homes shall be placed or used upon any Lot.
 - ii. No mobile homes shall be placed or used on any Lot.



iii. No trailer, mobile home, recreational vehicle, tent, shack, garage, barn, accessory building, outbuilding or other structure, and no temporary building of any kind shall be used as a residence, either temporarily or permanently, on any Lot. Provided however, the occasional, temporary use of motor homes or travel trailers for extra space when the Owner(s) have guests or in emergencies shall be permitted and provided that such a vehicle must be parked on the driveway of the Lot and shall not be so used for more than ten (10) calendar days total in any calendar year.

(c) **Appearance of Lot during Construction.** During any construction on any Lot, each record lot Owner shall be jointly and severally responsible for the conformance with these Covenants by the Owner's builder and contractors, including but not limited to:

i. During all construction period(s), a trash dumpster shall be on site and all construction debris placed in the dumpster daily;

ii. All building materials shall be stored securely and neatly on the Lot during construction, and any damage caused to an adjoining Lot shall be repaired by the Owner responsible for such damage immediately;

iii. The roads shall be kept clean at all times. Any dirt debris which is left on any road or other Lot by a vehicle entering or leaving the Owner's site shall be cleaned and removed immediately;

iv. All excavation and construction equipment used during construction, which does not have rubber wheels, shall not travel along Skyview West Drive and shall only travel upon the Owner's Lot;

v. All open excavation and other construction hazards shall be properly screened and secured so as to not create a hazard or liability for others;

vi. No signs of any kind shall be placed on a Lot except one (1) sign of reasonable size but which shall not exceed six (6) square feet to advertise the property as being for sale or to advertise the contractor's services; and,

vii. Any damage to streets, sidewalks, curbs, gutters, drainage fixtures or subdivision drainage shall be promptly repaired solely at the Lot Owner's expense.



- (d) **Minimum Square Footage Requirements.** No single-family residential dwelling shall be constructed having less than one-thousand two hundred (1,200.00) square feet of total finished living area. Each side of any duplex residential dwelling shall be constructed having a minimum of one-thousand two hundred (1,200.00) square feet of total finished living area per side of the common wall. No bi-level dwelling shall be constructed having less than one thousand two hundred (1,200.00) square feet of total finished living area above finish grade. No two-story construction shall be constructed having less than one thousand two hundred (1,200.00) square feet of total finished living area.
- (e) **Compatibility of Improvements.** All dwellings, structures, buildings, fencing and any other improvements constructed on any Lot shall be appropriate in character, design, color and architecture in relation to the general area and to the other homes within the Subdivision and only as pre-approved in writing by the Architectural Control Committee according to these Covenants. No unusual design, styles or construction methods shall be allowed. For illustration purposes only -- there shall be no geodesic domes, rammed earth structures, straw bale structures of inferior construction quality or design, underground homes or other similar unusual structures or designs.
- (f) **Colors of Improvements.** The color combination of all exterior materials should generally be subtle and tasteful to blend with the landscape and the subdivision neighborhood. Traditional white, muted pastels, beiges, earth tones and grays are acceptable colors. Colors approaching the primary range (red, blue and yellow) and bright greens or variations thereof are discouraged, as are drastic contrasts in value (light to dark).
- (g) **Accessory Buildings.** There shall be no detached accessory buildings, sheds or similar detached structures.
- (h) **Prohibited Sidings.** No residential dwelling or any accessory building erected on a Lot shall be sided with any materials which are typically inferior and less-than-average in quality and appearance, including the following expressly-prohibited siding materials:
 - i. Plywood or any wood sheet panel siding;
 - ii. Vinyl siding;
 - iii. Pressed board or other such inferior grade composite siding which has a durability warranty of less than fifteen (15) calendar years;



iv. Exposed, unfinished cement or concrete block (no more than twelve inches (12") of unfinished concrete for a basement foundation wall shall be left exposed in its unfinished condition).

All otherwise permitted siding material shall be installed to run horizontally and stucco siding is expressly permitted.

(j) **Front Elevation and Masonry Requirement.** All residential dwellings shall face Skyview West Drive so that the front door of each dwelling on each Lot faces the street and the front line of each building shall be approximately parallel with the curb. The intent of this paragraph is to require a certain portion of all improvements that can be seen from Skyview West Drive to be faced with a better-than-average, attractive and natural appearance.

(k) **Roofing Requirements.** All major roof lines of all dwellings shall be pitched with at least a 4/12 ratio pitch; provided however, the roof pitch of porches, dormers and other ancillary roof lines shall not be less than a 6/12 ratio pitch. All buildings constructed on a Lot shall have a roof of at least twelve inch (12") overhang.

i. The front elevation of all dwellings must include a roof design with several breaks created by eaves and overhangs, with a minimum of at least three (3) such breaks, with consideration being given to window size and placement, and an overall appealing exterior style and finish.

ii. Permitted roofing materials shall not be in any unusual color and are limited to: (1) natural or cultured tile or slate; (2) asphalt shingles with at least a thirty (30) year rating, (3) high quality composite shakes; or, (4) other higher-than-average quality roofing material which is specifically pre-approved by the Architectural Control Committee. Metal roofing material shall be permitted only with pre-approval of the Architectural Control Committee.

(l) **Fences.** Fences shall be allowed with pre-approval by the Architectural Control committee. No fence shall exceed five (5) feet in height and shall not be placed forward of the rear corners of the building. Special consideration may be given for corner lots, where one of the fence lines may be extended to the front building line. All permanent fences to be constructed on a Lot shall be subject to pre-approval by the Architectural Control Committee; as such approval process is set forth herein. Reasonable temporary fences (i.e., fencing to temporarily protect trees or vegetation) that are not unsightly and that are maintained do not require such approval.



- (m) **Garages.** If a dwelling shall have a garage attached thereto, all such garages shall hold a minimum of one (1) and a maximum of three (3) automobiles, and shall be attached to the dwelling. All garages shall be offset from the front of the dwelling a reasonable distance, which is intended to ensure an appealing roof line and building wall variance between the dwelling and the garage. Variations to these requirements may be permitted by the Committee in cases where peculiar architectural considerations require a space between the dwelling and garage.
- (n) **Maximum Height of Dwelling.** All Dwellings shall have a maximum height consistent with City of Sheridan R-3 zoning requirements and as otherwise expressly set forth in the Final Plat.
- (o) **Antennae/Fixtures to Roof.** Television, radio and other communication antennas or satellite systems (which shall have a maximum dish size diameter of no more than twenty-four (24) inches) shall be placed upon the rear of any dwelling roof. All lines or wires shall be buried in conduit. Any roof exhaust system shall also be placed upon the rear of any dwelling roof.
- (p) **Elevation Approval/Exposed Concrete.** The elevation of all foundations and the location of all dwellings or accessory building shall be approved by the Committee. No more than twelve (12) inches of concrete foundation shall be exposed without treatment or covering acceptable to the Committee.
- (q) **Pools/Spas.** All pools and spas must be constructed clear of all required setbacks and in accordance with County of Sheridan ordinances and regulations. All pools must be fenced and all spas skirted and all equipment screened from view.
- (r) **Driveways.** Access driveways and other areas for vehicular use on a Lot shall have a concrete driveway and shall drain according to the Final Plat.
- (s) **Variance Permitted.** 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.

9.03 **General Provisions.**

- (a) The Architectural Control Committee may assess reasonable fees in connection with its review of plans and specifications.



- (b) The Committee may delegate its plan review responsibilities to one or more of its members or architectural consultants retained by the 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 Committee.
- (c) The address of the Committee shall be the address established for giving notice to the Homeowner's Association, unless otherwise specified in the Development Standards. Such address shall be the place for the submittal of plans and specifications and the place where current Development Standards shall be kept.
- (d) The establishment of the Architectural Control 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 or any resultant rules.
- (e) The Committee shall reasonably promptly 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.

9.04 No Storage Sheds. There shall be no detached storage sheds, garden houses, or other buildings shall be constructed on any Lot.

9.05 Reconstruction of Common Area. Reconstruction by the Homeowners' Association or the Declarant after destruction by casualty or otherwise of any Common Areas or improvements, which must be in substantial compliance with "as built" plans for such Common Areas and the Final Plat, and shall not require compliance with the provisions of the Development Standards.

9.06 Additional Powers of the Committee. The Architectural Control Committee may impose other standards such as additional architectural and landscape standards, rules and regulations as it deems to be appropriate and as are not in conflict with these Covenants and this Declaration. Without limitation, the Declarant or, as appropriate, the Homeowners' Association Board may fix a fine of up to Ten Thousand Dollars (\$10,000.00 US) for any failure to obtain required approval from the Architectural Control Committee.

ARTICLE X

10.01 Violation of Law or Insurance. No Owner or Member shall permit anything to be done or kept on his Lot or in or upon any Common Areas which will result in the cancellation of insurance thereon or which would be in violation of these covenants, the Final Plat or any applicable ordinances or regulations of the City of Sheridan.

ARTICLE XI

GENERAL PROVISIONS

11.01 Registration with the Homeowners' Association. In order that Declarant and the Homeowners' Association can properly acquaint every lot purchaser and every Owner with these Covenants and this Declaration and the day-to-day matters within the Homeowners' Association's jurisdiction, no acquisition of any Declarant lot within the Property shall become effective until and unless:

- (a) The then-existing "Closing Information Package" has been properly executed by the Homeowners' Association, Declarant and the Purchaser/Transferee; and,
- (b) All directives by the Homeowners' Association and Declarant have been properly and timely followed.

11.02 Duration or Termination. These Covenants and this Declaration shall run with and bind the Property and interests subject to this Declaration, and shall inure to the benefit of and be enforceable by the Homeowners' Association and/or the Owners subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The Covenants shall run perpetually, subject to the rights of the Members to terminate them. Such termination will take the consent of not less than Eighty-Five Percent (85.00%) of the then Lot Owners of record, agreeing to abolish these Covenants and this Declaration in whole or in part; provided; however, that no such agreements to abolish shall be effective unless made and recorded thirty (30) calendar days in advance of the effective date of such change; and unless signed and dated written notice of the proposed agreement to abolish is sent to every Owner at least ninety (90) calendar days in advance of any action taken by pre-paid Certified First Class U.S. Mail return receipt requested.

11.03 Enforcement. Enforcement of these Covenants and this Declaration shall be by a proceeding initiated by any Lot Owner, Declarant, any Member of the Homeowners' Association Board, or by the City of Sheridan against any person or persons violating or attempting to violate any term, restriction, condition or requirement contained herein, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. They shall have an election and right, but not an obligation or duty, to enforce these Covenants and this Declaration 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 Covenants and this Declaration in a given circumstance. Failure by any party to enforce any of these Covenants and this Declaration shall never be deemed to be any implied waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and associated costs from the non-prevailing party, whether or not any suit is filed. Further, and with respect to any litigation brought against the Board of 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 Homeowners' Association Board or their members or representatives, the Homeowners' Association Board and/or their members or representatives so sued shall be entitled



to recover their reasonable attorneys' fees from the person or entity bringing such action against it or them, the Homeowners' Association Board or their members or representative shall specifically be adjudicated liable for such claimant.

11.05 Imposition of Violation Fines. In the event that any person fails to cure (or fails to commence and proceed with diligence to completion) the work necessary to cure any violation of these Covenants and this Declaration within ten (10) calendar days after receipt of written notice from the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a fine for such violation (the "Violation Fine") not to exceed Five Hundred Dollars (\$500.00 US). If, after the imposition of the Violation Fine, the violation has not been cured or the person has still not commenced the work necessary to cure such violation, the Board shall have the power and authority, upon ten (10) calendar day's written notice, to impose another Violation Fine which shall also not exceed Five Hundred Dollars (\$500.00 US). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a person for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys' fees, shall be continuing lien upon the lot against which such Violation Fine is made.

11.06 Severability. If any one of these Covenants and this Declaration is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Covenants and this Declaration shall not be affected thereby.

11.07 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.

11.08 Notices to Owners. Any notice required to be given to any Lot Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, 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.

11.09 Amendments or Modification. This Declaration may not be revised, amended or supplemented except pursuant to a written, recorded amendment as follows:

- (a) The Declarant may modify any of the provisions of this Declaration of any Supplemental Declaration for the purpose of clarification, by recorded Supplemental Declaration; provided that no such modification shall change the substantive provision of this Declaration or any Supplemental Declaration or materially alter the rights of any Owner established by any such document, prior to transferring the authority to appoint members of the Committee to the Owners pursuant to Section 9.01.
- (b) The Declarant or the Owners may, at any time after the recording of this Declaration, modify any of the provisions of this Declaration or any supplemental Declaration by recorded Supplemental Declaration, to further the purposes set forth in Section 1.1, upon the vote of the Owners of Sixty Percent (60.00%) of the Lots within the Subdivision.



IN WITNESS WHEREOF, The Phoenix Limited Partnership, a Wyoming limited partnership, by and through its General Partner, being the Declarant herein, has caused this instrument to be executed as follows:

The Phoenix Limited Partnership, a Wyoming limited partnership

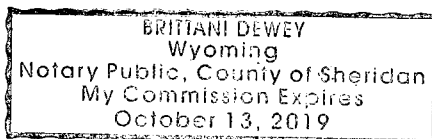
By: W.K. Love
W. K. "Kim" Love as managing member
of Phenry, LLC, a Wyoming limited
liability company, General Partner

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was executed and acknowledged before me this 20th day of November, 2017, by W. K. "Kim" Love as Managing Member of Phenry, LLC, a Wyoming limited liability company, General Partner of The Phoenix Limited Partnership.

WITNESS my hand and official seal.

Notary Public:



Britani Dewey
My Commission Expires: 10/13/2019

NO. 2017-738883 DECLARATION OF COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WENDTLAND & WENDTLAND, LLP 2161 COFFEEN AVE STE 301
SHERIDAN WY 82801