

**FOURTH SUPPLEMENTARY DECLARATION OF COVENANTS,  
FOR EAGLE RIDGE SUBDIVISION**

THIS FOURTH SUPPLEMENTARY DECLARATION OF COVENANTS is made this 29th day of May, 2020 by EAGLE RIDGE SUBDIVISION HOMEOWNERS' ASSOCIATION, (hereinafter referred to as "Association"). The Association hereby declares that all of the lands within EAGLE RIDGE SUBDIVISION, as more particularly described and laid out in that certain plat prepared by Mentock Engineering, approved by the County Commissioners of Sheridan County on February 1, 2005, and recorded in the Office of the County Clerk of Sheridan County in Drawer E, Plat No. 16, on October 21, 2005, shall be subject to the following amended covenants:

**WITNESSETH:**

WHEREAS, a Declaration of Covenants (the "Declaration") for Eagle Ridge Subdivision was recorded on October 25, 2005, in Book 468, page 0526 of the records of the Sheridan County Clerk and E-Officio Register of Deeds; and

WHEREAS, The Association, pursuant to Article 14, section titled "Voting Rights" of the Declaration, wishes to amend the existing covenants for this development as set forth herein.

The Association further declares the following Amendments to the Declaration of Covenants:

**Article 14, Paragraphs 4, 5, and 6 are hereby amended and replaced with the following paragraphs:**

Membership and Voting Rights. The owner of each dwelling lot shall be a share member of the Association (hereinafter "member"), and shall be entitled to vote upon all matters upon which the members shall be entitled to vote, one vote for each dwelling lot, regardless of the number of persons or entities who shall share in the title to or have beneficial interest in such dwelling lot. Upon sale or other transfer of any ownership interest in any dwelling lot, the ownership of the membership in the Association and the said power to vote shall be deemed for all purposes as having been transferred to the person or other entity having acquired such ownership interest in proportion thereto. The voting rights of any owner who is more than 30 days past due on the payment of any assessment to the Association shall be automatically suspended until such assessment, together with interest, costs, and reasonable attorney's fees, is paid in full. The voting rights of any owner against an enforcement issue is being voted upon by the Association shall be suspended for the vote on that enforcement issue only. Any member may present a voting issue to the Association by sending the ballot to the Association email list.

Actions and Voting. An action of the Association, or any approval required of the owners per the Covenants, shall require the vote of at least seventy-five percent (75%) of all Lots voting "yes" [i.e., at least 18 of the 24 Lots], cast in person or by proxy, at a duly constituted meeting of the Association, or without a meeting, by written approval (or electronic vote) of such action. If an owner's voting rights are suspended, the total number of votes required is decreased accordingly.

Any vote of the Association may be conducted via electronic means. Any lot owner choosing to abstain from a vote decreases the number of votes required for approval. For example, if two owners abstain from voting on an issue requiring 75% approval, 22 owners vote, which results in 17 votes required for (75%) for approval. In addition, any owner who chooses not to vote shall be considered as abstaining. Each owner may vote in person, electronically, or by proxy, during all actions, or at all meetings, of the Association. All proxies shall be in writing. Every proxy shall be revocable and shall automatically cease upon conveyance by the owner of his Lot.

**Meetings.** The Association shall have an annual meeting. Other special meetings of the Association may be called at any time by the written request of the owners of any three (3) Lots. Written notice of any and all meetings of the Association shall be given by emailing a copy of such notice, at least fifteen (15) days before such meeting to each owner, to the owner's email address last appearing on the books of the Association or supplied by such owner to the Association for the purpose of notice. Such notice shall specify the place, day, and time of the meeting, and the purpose of the meeting.

**Article 17, Paragraph 1 is hereby amended and replaced with the following paragraph:**

**Variance.** The owners of EAGLE RIDGE SUBDIVISION shall have full power and authority, upon a vote of at least seventy-five percent (75%) of Lot Owners to grant a variance from these Covenants for good cause shown in order to prevent undue hardship on an owner subject to the Covenants. The variance, if granted, shall not violate the overall theme and appearance of the property subject to these Covenants and shall be in Writing.

**Article 21, Paragraphs 1 and 2 are hereby amended and replaced with the following paragraphs:**

This Declaration of Covenants shall run with the land and shall be binding upon all parties and shall be automatically extended for successive periods of ten (10) years unless an instrument signed by *at least* seventy-five percent (75%) of Lot Owners repeals or amends these Declaration Covenants.

Except as expressly otherwise provided herein, these Covenants may be amended or modified by recorded Supplemental Declaration only upon a vote of *at least* seventy-five percent (75%) of Lot Owners which shall be filed in the Office of the County Clerk of Sheridan County, Wyoming.

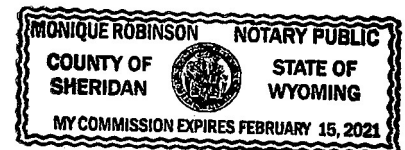
IN WITNESS WHEREOF, the Association has caused this Fourth Supplementary Declaration of Covenants for Eagle Ridge Subdivision to be duly executed.

  
Chrysteen Bluemel

President  
Eagle Ridge Subdivision Homeowners' Association

State of wy  
County of Sheridan  
Given under my hand and notarial seal this 3rd day of June, 2020.

Monique Robinson, Notary  
Commission expires 2/15/2021



**NO. 2020-758807 DECLARATION OF COVENANTS**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
CHRYSTEEN BLUEMEL  
SHERIDAN WY 82801