



## **DECLARATION OF PROTECTIVE COVENANTS FOR VALLEY VIEW SUBDIVISION EDITION 7 (“Covenants”)**

THIS DECLARATION OF PROTECTIVE COVENANTS (this “Declaration”) is made by the Homeowners’ Association of the Valley View Subdivision (“HOA”) and the owners of record of the tracts of the Valley View Subdivision of Sheridan County, Wyoming, and is effective as of the date that eighty percent (80%) the owners of record of all of the tracts of the Valley View Subdivision of Sheridan County, Wyoming execute the Declaration.

### **RECITALS**

A. This seventh edition (“Edition 7”) of the covenants supersedes those originally established by Carroll Realty Company, Inc., the original Declarant, on December 5, 1973, covering the Valley View Subdivision (“Subdivision”), and all subsequent editions. The Declarant has been replaced by the HOA established in March 1990, in accordance with the original covenants. Edition 7 incorporates all amendments adopted as a result of changes in law and other changes/amendments approved by the HOA in accordance with the provisions of the previous editions of the covenants.

B. This Declaration is made by the HOA and the Members, as defined below.

C. It is the intention of the HOA and the Members that the lands in the Subdivision shall be developed and maintained as a highly desirable, attractive, beneficial, valuable, and suitable rural, residential area. In view of their long-range plans, the HOA and the Members desire to impose these restrictions on the Subdivision and yet retain reasonable flexibility to respond to changing circumstances so as to control and maintain the first-class quality and distinction of the Subdivision.

D. The HOA and the Members are adopting this Declaration for the benefit of all owners of lots or tracts in the Subdivision, such that the lots or tracts may be held, transferred, and used only in a manner consistent with this Declaration, which shall run with the land and be binding on all parties having any right, title or interest in the Subdivision, and their successors and assigns.

### **COVENANTS**

NOW, THEREFORE, the HOA and the Members hereby declare that the tracts, as defined below, of the Subdivision, and as more particularly described on Exhibit A, attached hereto and incorporated hereby, shall be held, transferred, and occupied subject to the covenants, conditions, restrictions, easements, and liens (collectively, the “Covenants”) set forth in this instrument.

### **DEFINITIONS**

1. “Tract” or “lot” means any tract of land shown on the recorded plat of the Subdivision as amended from time to time, which is designated as a tract or lot on the plat, and which is or may be

improved with a residential dwelling in conformity with these Covenants, except as any tract is otherwise specifically exempted in Section 60, below.

2. "Member" means a person or entity who or which is a record owner of a fee or undivided fee interest in any tract or lot subject to these Covenants, excluding any person who holds a lien or interest in a tract or lot as security for the performance of an obligation. Each legal ownership entity of each lot or tract in the Subdivision shall be a member of the HOA and the Covenants shall be binding upon all Members.

3. "HOA" means the association of each and every legal owner of each and every existing lot or tract in the Subdivision and their successors in interest, regardless of how that interest is acquired. Such owners and successors shall be responsible for the conduct of their tenants or invitees.

4. "ACC" means the Architectural Control Committee formed in March 1990, in accordance with the provisions of the original covenants dated December 5, 1973, and subsequently revised on January 18, 1993, September 21, 1997, November 21, 2005, September 23, 2006, and October 10, 2010. The ACC shall have all of the power and duties set forth below.

#### **HOA POWERS AND DUTIES**

5. The HOA is an unincorporated, non-profit association under applicable Wyoming statutes with the purpose of enforcing the Covenants; governing, administering and carrying out the Covenants; promoting the health, safety, enjoyment, and welfare of the Members; providing an ACC to protect the generally required characteristics of construction and beauty of the Subdivision; and, carrying out additional services as the HOA may approve from time to time.

6. The HOA is empowered to carry out these purposes by exercising all of the authority, powers and privileges delegated to, or vested in the HOA, by the Covenants, Wyoming Statutes, or as may be reasonably implied as being necessary or proper hereunder, and to perform all of the duties and obligations established by the Covenants; to elect officers to carry out the duties authorized by the Members; to fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the Covenants and to pay all expenses in connection therewith and incident to the conduct of the HOA; and, to employ such firms or persons to perform any and all of the duties and obligations of the HOA.

7. Any HOA dues and assessments collected shall be spent in carrying out the Covenants and promoting the health, safety, enjoyment and welfare of the Members, which shall include, but not be limited to, the reasonable expenses of road maintenance, snow plowing, postage, office supplies, meeting place rental, weed spraying, other reasonable expenses deemed necessary by the HOA or the ACC and a reserve for such expenditures.

## **APPROVING AUTHORITY**

8. The ACC shall consist of five (5) members; three (3) of which shall be the elected officers of the HOA as described in Section 53 below, and two (2) of which shall be members at large. The ACC shall be the approving agency for the provisions of the Covenants.

9. The members of the ACC must be legal owners of lots in the Subdivision. The two (2) nominees receiving the most votes in the voting process defined below shall serve as the members at large of the ACC.

10. Elections for the ACC shall be held at the annual HOA meeting described in Section 53 below, and upon the death or resignation of any member of the ACC, the remaining members shall have the authority to designate a successor who shall serve on the ACC until the next annual election.

11. The members of the ACC shall elect a chairperson and secretary (to be differentiated in function from the HOA President, Vice President, and Secretary/Treasurer). The secretary shall keep minutes of all proceedings and actions taken by the ACC and shall be responsible for all correspondence. With reasonable notice to, and consideration of, all its members, meetings of the ACC may be called at any time by the chairperson or secretary as required to transact any business. The ACC may formulate its own reasonable rules and regulations before calling such meetings and conducting its business. The decisions of the ACC shall be made by majority vote of members of the ACC at such meetings and any vote tally shall include ACC member write-in votes and votes authorized by written proxy provided both documents are received by the chairperson or secretary no later than the starting time of the meeting. In the event of a deadlock in the ACC, the question shall be resolved by a majority vote of the Members, such vote conforming to the voting rules and procedures described below.

## **RESIDENTIAL RESTRICTIONS**

12. All tracts and lots in the Subdivision shall be used only for single family residential purposes. For the purposes of this section, "single-family" shall mean one or more individuals related by blood, marriage, adoption, or guardianship, or non-married cohabitants residing with one another in a manner consistent with familial cohabitation. Any time-sharing or fractional use arrangement, or other similar arrangement whereby the right to exclusive use of the lot is allocated, scheduled, or alternated among unrelated parties on a fixed or floating time schedule for separate or repeating time intervals, whether by written, recorded agreement, or otherwise, is expressly prohibited. Members and their tenants, guests, or occupants shall use and/or occupy their lots and residences in a manner consistent with all of Valley View Subdivision's governing documents and all other applicable laws. Any violation thereof by a tenant, guest, or occupant is the responsibility of the Member.

13. No manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained on, in front of, or in connection with the lands in this subdivision nor shall such lands in any way be used for anything other than strictly family recreational purposes. This provision shall not



preclude a Member from conducting business from within a Member's home electronically or by other means not involving external or visible activities or traffic.

14. All buildings erected on any Subdivision lot shall be a detached single-family dwelling with necessary garage or outbuildings. The principal residence shall have a minimum fully enclosed area devoted to living purposes, exclusive of porches, terraces and garages of one thousand five hundred (1,500) square feet on ground level.

#### **SETBACK LINES**

15. All buildings shall be located at least 200 feet from the front lot line and at least 100 feet from the interior and rear lot lines of the building lot. For the purposes of the Covenants, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this Covenant shall not be construed to permit any portion of a building on a building lot to encroach upon another building lot.

#### **MANUFACTURED OR PREFABRICATED BUILDINGS**

16. Buildings that are constructed off-site and require transportation to any tract or lot, whether partially or entirely assembled, will not be permitted; this includes modular or mobile homes, stock modular buildings or any other structure requiring transportation and set-up in a partially completed state. However, structures that are assembled off-site and completely disassembled for transportation may be permitted. The aesthetic merits of any such structures are subject to review and approval by the ACC. All structures used as temporary living quarters must be approved by the ACC. This Covenant shall not prevent the parking and temporary, occasional use of a camping trailer in the Subdivision for a period not exceeding thirty (30) days without approval by the ACC, as long as the trailer is not used as a permanent residence.

#### **TANKS**

17. Swimming pool filter tanks, fuel oil tanks, and similar tanks shall be enclosed, buried or otherwise appropriately screened so that they will not be visible from the street or from adjoining tracts.

#### **DOMESTIC WATER**

18. The HOA intends by the Covenants to prevent any activities and exclude any structures which might impair the quantity and quality of ground water available to the owners of lots in the Subdivision. Therefore, pollution or contamination of the ground water supply is prohibited.

19. State and other applicable regulations governing domestic water supplies and waste water disposal systems shall control when they are more severe than the requirements imposed by the HOA.

20. Water wells and waste water disposal systems including, but not limited to, septic systems and leach fields ("Waste Water Disposal Systems"), shall be no closer together than two hundred (200)





feet. Water lines and sewer lines shall not pass under or through a foundation wall closer than twenty (20) feet from each other. Wells and Waste Water Disposal Systems shall be located at least one hundred (100) feet from all property lines.

21. Water wells and domestic water supplies shall be constructed so as to comply with the current specifications established by the State Engineer. As a general rule, pitless adaptors must be used on all wells, and all pumps drawing water from the wells shall be of the submersible type. However, the ACC may approve and allow different pumping system designs or equipment.

22. Waste Water Disposal Systems must be constructed, operated and maintained in accordance with the requirements of applicable Sheridan County, Wyoming, and State of Wyoming laws.

23. The applicable Sheridan County and State of Wyoming regulatory agencies shall have a right to inspect the domestic water and Waste Water Disposal Systems at any time. If any such agency determines that corrective measures must be taken to comply with county or state laws and regulations and to protect public health, it shall give the property owner notice directing them to correct the violation. The property owner will be liable for all costs of the necessary corrective measures, and in the event suit is required to collect these sums, the property owner shall be liable for all attorneys' fees and costs incurred in bringing an action to enforce this obligation.

#### **APPROVAL OF BUILDING PLANS; CONSTRUCTION**

24. Residences, buildings, fences, walls, exterior lighting facilities, domestic water or Waste Water Disposal Systems, or other structures may be constructed, replaced or altered on any lot within the subdivision only after the plans and specifications showing the location of the structure and the plans for construction have been approved by the ACC in the interest of quality of workmanship and materials, harmony of colors to blend with the surrounding area (specifically disallowing bright, shiny, metallic-type, external finishes) and, with respect to topography, finished grade and elevation, and overall compliance with the Covenants.

25. Within forty-five (45) days after receiving these plans, the ACC shall either approve or disapprove, in writing, such plans and specifications. In the event the ACC fails to approve or disapprove in such period of time, after the plans have been submitted to it, approval will not be required, but the property owner shall be obligated to comply with the remaining provisions of these Covenants. If the plans are rejected because of noncompliance with the Covenants and related restrictions, the reasons therefore shall be stated. The person submitting the plans shall have a right to make application to the ACC for further review of its decision and may request a variance from the restrictions.

26. Neither the ACC, HOA, nor any of the members thereof, shall be liable to any Member or other person for any damage or loss suffered or claimed on account of (a) the approval or disapproval of any plans, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, or (c) the development or manner of development within the Subdivision. Approval of plans by the ACC shall not be deemed to be a representation or warranty that the plans

comply with these Covenants or with applicable laws or regulations, including zoning ordinances and building codes.

27. During the course of construction of any structure or system, the ACC shall have the right to inspect the work to ensure it conforms with the approved plans. The ACC shall have the right to inspect any structure or system prior to covering.

28. Commencement of any construction before approval has been given by the ACC will be a violation of the Covenants, except as provided in Section 25 of these Covenants.


29. No construction shall commence except in compliance with the applicable regulations of Sheridan County, Wyoming.

30. Construction of any improvement requiring the ACC's approval must begin no later than one year after the plans and specifications showing the location of the structure and the plans for construction have been approved by the ACC. If such construction is not commenced within such one-year period, the ACC's approval will be deemed revoked. Once construction begins on any residence or other permitted structure, the exterior of such residence or other permitted structure must be completed within two years following the date on which such construction was commenced. The construction of all other improvements must be completed within the time-period established by the ACC in its approval of such improvement. If construction is not so completed, the ACC may give written notice of violation to the Member, and if not cured within ten (10) business days, a Delay Fee shall be payable to the Association for each month beyond the two-year deadline, or the deadline set by the Committee for the construction of other improvements, until completion is made. The ACC shall establish the amount of the Delay Fee annually, which shall be applied uniformly. In the event the ACC fails to establish a Delay Fee, the Delay Fee shall be the same as the previous year's Delay Fee, or \$5,000, whichever is greater. Notwithstanding the foregoing, the ACC, in its sole and exclusive discretion, may grant additional construction time on a case-by-case basis.

31. If approved by the ACC, an outbuilding on a lot may be constructed prior to the construction of the primary residence, and in such event, an outbuilding with living quarters may be occupied by the Member pending construction of the primary residence. If a Member occupies an outbuilding for such purposes, the primary residence must be completed no later than three (3) years of the issuance of the building permit for the outbuilding.

## **SUBDIVISIONS**

31. The additional subdividing of existing lots is prohibited. The Subdivision was zoned A-AGRICULTURAL by the Sheridan County Zoning Resolution dated May 14, 1985. The resolution restricted minimum lot size to 35 acres. Smaller sized lots in existence before May 14, 1985, have been grandfathered in and are not subject to the restricted minimum lot size.

  
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FEES: \$125.00 PK DECLARATION OF COVENANTS  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

## RESTRICTED USES

33. Animals, livestock, and poultry may only be kept, raised, and bred for family use and enjoyment unless otherwise approved by the ACC. All livestock shall be confined by a fence, corral or enclosure which is sufficient to restrain them.

34. Members shall follow proper land management procedures to prevent overgrazing or erosion of the soil. The ACC shall have the exclusive right to determine when overgrazing or erosion is threatened by the acts of the Members or their assignees.

35. If the ACC determines that overgrazing or erosion is threatened, it may order the Member to limit or cease their activities. Failure to obey such an order will be a breach of this Covenant.

36. The use of any portion of the Subdivision as a dumping ground for rubbish, trash, garbage and other waste or refuse ("Refuse") is prohibited. Refuse shall not be allowed to accumulate and shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of Refuse shall be kept in a clean and sanitary condition.

37. The accumulation of machinery, equipment or used motor vehicles is prohibited.

38. Signs of any kind may be displayed to the public view only after approval by the ACC, except that a Member may display without limitation, any signs necessary to advertise the property for sale or lease.

39. Excavation for stone, gravel or earth on any lot is prohibited. Excavation for construction purposes is permitted only after construction has commenced and during the construction period pursuant to prior ACC approval.

40. The use of high-powered hunting rifles for any purpose by any person within the Subdivision is prohibited.

41. Members or other property occupants with recreational equipment, such as recreational vehicles, campers, and boats, shall obscure the vehicles from sight as much as possible by parking/storing them inside or next to buildings.

42. All lands, buildings and structures shall be maintained and kept in good repair.

43. Members may lease (as defined below) their lot, so long as:

- a. occupants are leasing the entire lot (including all land and improvements comprising the lot and residential dwelling) to use as a residence;

- b. all occupants must adhere to these Covenants and promote the quiet enjoyment of residential environment in the Valley View Subdivision. Members shall ensure that their occupants cause no noise nuisance or use nuisance to other Members;
- c. the term of the lease is thirty (30) consecutive days or more;
- d. no Member shall lease their lot more than 4 times per year;
- e. each Member shall notify the ACC in writing with the name and all contact information (including, at least the name, age, address, phone number, and email address) of all occupants along with payment of a \$50 administrative fee no less than seven (7) days prior to the start of the rental; and
- f. the lease complies with all applicable laws, regulations, or rules, including any leasing policies, rules, or regulations promulgated by the ACC.

The term "leasing" as used herein means the occupancy of a lot by any person other than the Member, for which the Member receives any consideration or benefit, including, but not limited to, a fee, rent, service, gratuity, or other valuable consideration. It is the continued intent of the HOA and the Members to ensure the Valley View Subdivision is a primary residence community. Accordingly, uses such as short-term leases (less than thirty (30) days), temporary or transient housing, hotels, motels, vacation rentals, and "bed and breakfast" rentals shall, notwithstanding anything else, be considered a "commercial enterprise" and, as such, these uses are expressly prohibited. The ACC reserves the right to expressly enforce this rental covenant against any Member and, in addition to any other available remedy, may assess an amount equal to the value of the consideration received under any such lease to be levied against any Member in violation hereof.

44. Notwithstanding anything else, without the prior express written consent of the ACC, no Member shall list or advertise their lot or residence as being available for lease, rent, short term subletting, or occupancy by others on Airbnb.com, VRBO.com, or similar internet websites.

#### **EASEMENTS, UTILITIES, ROADS, AND RECREATIONAL AREAS**

45. The HOA reserves to itself perpetual easements across such land in the Subdivision along all irrigation and drainage swales and ditches presently in existence (or hereafter constructed or confined with the consent of the property owners across which the water flows) for the purpose of construction, maintenance, and operation of the ditches for proper irrigation and drainage of all meadow lands of any lots or any tracts therein. The HOA reserves the right to irrigate and go on all such lands at all reasonable times for the purposes of preserving and maintaining the natural beauty.

46. Easements fifteen (15) feet on each side of the property lines of the original lots of the Subdivision are hereby reserved for poles, wires, pipes and conduits for heating, lighting, electricity, gas, telephones, sewer, water or other public or quasi-public utility service purposes, together with the right of entry at any time for the purpose of further construction and repair.

47. All utilities which are originally delivered underground shall be continued underground. The property owner shall be responsible for installing the utilities in their tract. The installation will be at the expense of the property owner.

48. The ACC shall have the right to allocate and assess the costs for the improvement, maintenance and repair of all roadways and recreational areas.

#### **MODIFICATION AND AMENDMENT**

49. The ACC shall have the right to vary the distances, sizes and other quantifiable limitations provided by the Covenants, but only to an extent not exceeding ten percent (10%) unless otherwise precluded by law. The ACC shall have the right to enforce the Covenants.

50. The Covenants may be amended, revised, or altered at any time upon the approval of the Members owning eighty percent (80%) of the existing lots, such vote conforming to the voting rules and procedures described below. In the event a lot is owned by more than one person, each of whom is a Member, such persons shall be responsible for designating one of them as the voting Member.

#### **ENFORCEMENT**

51. The ACC shall have the sole and exclusive right and authority to determine compliance with the Covenants and allocate and assess the costs for the improvement, maintenance and repair of all roadways and recreational areas. Upon the violation of any of the individual Covenants contained herein or upon the failure to pay any assessments, written notice of such violation or failure shall be directed to the violating property owner who shall have ten (10) days after receipt of the notice to correct the violation or pay the assessment due. If the violation is not corrected or payment is not made, the ACC shall have the power and authority to impose upon that Member a fine for such violation (the "Violation Fine") not to exceed fifteen hundred dollars (\$1,500.00). If, after the imposition of the Violation Fine, the violation has not been cured or the Member has still not commenced the work necessary to cure such violation, the ACC shall have the power and authority, upon five (5) days written notice, to impose another Violation Fine which shall also not exceed fifteen hundred dollars (\$1,500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a Member for the same violation. The Violation Fines, together with interest at eighteen percent (18%) per year and any costs of collection, including attorneys' fees, shall be a continuing lien upon the lot against which such Violation Fine is made. In the event suit is required to collect any sum due or enjoin the violation of any of the Covenants contained herein, the violator, in addition to any of the other penalties provided herein or which may be assessed by the Court, shall be liable for all attorneys' fees and costs incurred by owner or its successor in bringing such action. Further, and with respect to any litigation brought against the HOA, the ACC 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 HOA, the ACC, or their members or representatives, the HOA, the ACC, and their members and representatives so sued shall be entitled to recover their reasonable attorneys' fees from the person bringing such action against it or

them, unless the HOA, the ACC, or their members or representative, as the case may be, shall specifically be adjudicated liable to such claimant.

52. The HOA shall have a lien against each lot to secure the payment of any assessment plus interest from the date due and payable, plus all costs and expenses of collecting any unpaid amount, including reasonable attorneys' fees and costs. The lien may be foreclosed in the manner provided for the foreclosure of real estate mortgages in the State of Wyoming.

## **HOA MEETINGS, VOTING RIGHTS AND VOTING PROCEDURES**

53. The HOA shall hold an annual meeting during the first half of September. Written notice of any and all meetings of the HOA shall be given by an officer of the HOA mailing a copy of such notice, postage prepaid, at least twenty (20) days before scheduled meeting to each Member, addressed to the Member's address last appearing on the books of the HOA. Such notice shall specify the place, day and hour of the meeting and the purpose of the meeting, which shall include, without limitation, voting for the HOA's annual dues, the HOA offices of President, Vice President, and Secretary/Treasurer and for the two (2) members at large of the ACC. Each Member shall be entitled to one vote, consistent with Section 50. Each Member may vote in person, write-in vote or authorize a vote by written proxy, provided these documents are received by the President or Secretary/Treasurer no later than the starting time of the meeting. No write-in vote or written proxy shall pertain to more than the voting at one particular meeting.

54. Unless stated to the contrary herein, all resolutions shall be passed with a simple majority of votes and officers shall be elected based upon most votes received for each office. Given the notice provisions for the meeting and the right of write-in vote and written proxy, there shall not be a minimum quorum for voting.

## **DURATION**

55. The Covenants run with the land and shall be binding upon all parties and all persons claiming under them for successive periods of ten (10) years from the date of filing this Edition 7 with the County Clerk of Sheridan County, Wyoming. The Covenants shall be automatically extended for successive periods of ten (10) years unless a valid instrument repealing the Covenants has been signed and recorded by the Members owning eighty percent (80%) of the existing lots.

## **SEVERABILITY**

56. In the event any one of the Covenants, restrictions or remedies contained herein is invalidated by a judgment or court order, the remaining provisions and remedies shall remain in full force and effect.

## NON-WAIVER

57. The failure of the HOA or the ACC to promptly enforce any of the Covenants or restrictions herein set forth at the time of its violation shall in no event be a waiver of the right to so enforce whatsoever or to enforce any subsequent violation.

## WAIVER OF LIABILITY

58. Neither the HOA nor the ACC, nor the employees, officers, or agents thereof, shall be liable to any Member, lessee, licensee or occupant of any lot in the Subdivision subject to these Covenants by reason of any mistake in judgment, nonfeasance, action or inaction, or for the enforcement or failure to enforce any provision of these Covenants, provided such person or entity acted in good faith without willful or intentional misconduct. Every owner, lessee, licensee or occupant of such real property in the Subdivision, by acquiring an interest therein, agrees not to bring any action or suit against the HOA or the ACC, or the employees, officers or agents thereof, to recover damages from, or to seek equitable relief, by reason of the foregoing, and each and every Member, lessee, licensee or occupant hereby waives any right to do so. Furthermore, neither the HOA, any Member, the ACC, nor any agent thereof shall be personally liable for (i) debts incurred by the HOA or ACC; (ii) the tort or contract of another Member, whether such other Member was acting on behalf of the HOA or ACC or otherwise; (iii) any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof; or (iv) 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 HOA.

59. This Declaration shall be governed by and construed in accordance with the laws of the State of Wyoming without giving effect to the conflict-of-laws provisions thereof. The parties hereto consent to the exclusive jurisdiction of, and venue in, the Courts for the Fourth Judicial District in Sheridan County, Wyoming, and to service of process under the statutes of the State of Wyoming.

## EXEMPTED TRACTS.

60. Tracts 1 and 2 are owned in common with the adjacent ranch commonly known as the Hidden Valley Ranch. While exempt from the covenants of the Subdivision hereafter, Tracts 1 and 2 are, and shall perpetually remain, burdened by that Deed of Conservation Easement recorded December 28, 1995 in Book 377 at Page 362 of the Sheridan County Clerk's office, and the restrictions expressly set forth therein.

IN WITNESS WHEREOF, the Members and the HOA have executed this Declaration of Protective Covenants for Valley View Subdivision Edition 7 on the dates listed below.



(Tracts 1, 2)

SRZ Yuma, LLC

By:

Robert Zamora  
Authorized Signer

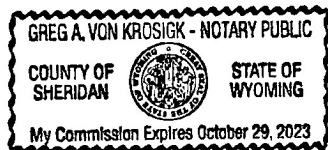
STATE OF ~~ARIZONA~~ <sup>WYOMING</sup> )  
: ss  
COUNTY OF SHERIDAN )

The foregoing document was acknowledged before me this 18<sup>th</sup> day of  
AUGUST, 2023, by S. ROBERT ZAMORA, authorized signer for SRZ Yuma,  
LLC, an Arizona limited liability company.

WITNESS my hand and official seal.

Greg A. Von Krosigk  
Notary Public

My Commission expires: 10/29/23



Valley View Subdivision Covenants  
Edition 7  
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(Tract 7PT)

\_\_\_\_\_  
**Thomas Lidahl**

\_\_\_\_\_  
**Deborah Lidahl**

STATE OF MINNESOTA    )  
                                      : ss  
COUNTY OF \_\_\_\_\_ )

The foregoing document was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **Thomas Lidahl and Deborah Lidahl**, husband and wife, as tenants by the entirety with rights of survivorship.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

(Tracts 3)

  
Jennifer Williams

STATE OF ~~WYOMING~~ )

COUNTY OF ~~SHERIDAN~~ )

*New York*

~~WYOMING~~

*New York*

~~SHERIDAN~~

)

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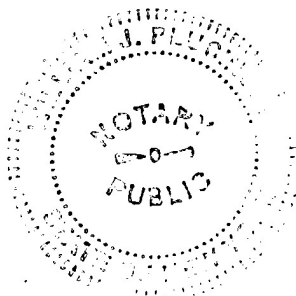
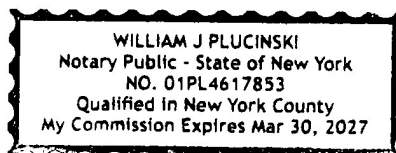
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The foregoing document was acknowledged before me this 24 day of  
AUGUST, 2023, by **Jennifer Williams**, a single person.

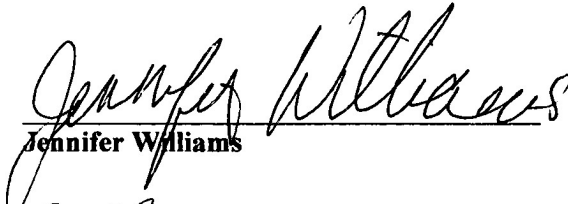
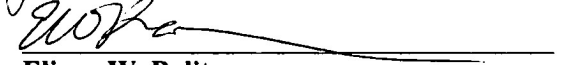
WITNESS my hand and official seal.

  
Notary Public

My Commission expires: MARCH 30, 2027



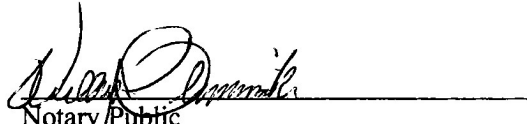
(Tract 4)

  
Jennifer Williams  
  
Elinor W. Pulitzer

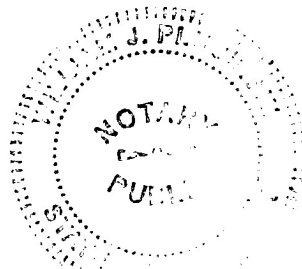
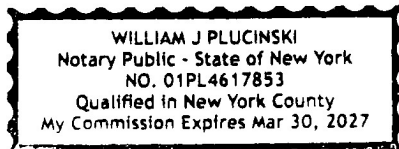
STATE OF <sup>New York</sup> ~~WYOMING~~ )  
COUNTY OF <sup>New York</sup> ~~SHERIDAN~~ ) ss

The foregoing document was acknowledged before me this 24 day of  
AUGUST, 2023, by **Jennifer Williams and Elinor W. Pulitzer**, as joint tenants with right  
of survivorship.

WITNESS my hand and official seal.

  
Notary Public

My Commission expires: MARCH 30, 2027



(Tract 5)

  
Kenneth Brogdon

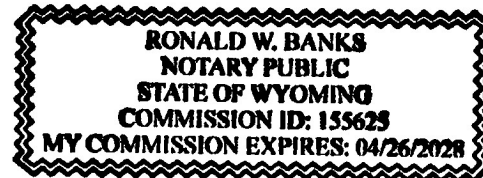
STATE OF WYOMING     )  
                                     : ss  
COUNTY OF SHERIDAN    )

The foregoing document was acknowledged before me this 21 day of  
August, 2023, by **Kenneth Brogdon**, a married person dealing in his sole and separate  
property.

WITNESS my hand and official seal.

  
Notary Public

My Commission expires: April 26, 2028



(Tract 6)

*John T. Conley, Jr.*

John T. Conley, Jr., Trustee of the Conley Family  
Trust dated May 26, 2015

STATE OF <sup>Wyoming</sup> ~~COLORADO~~ )  
COUNTY OF <sup>Sheridan</sup> ~~Sheridan~~ ) : ss

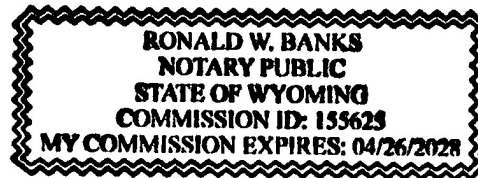
The foregoing document was acknowledged before me this 22 day of  
August, 2023, by John T. Conley, Jr., Trustee of the Conley Family Trust dated May  
26, 2015.

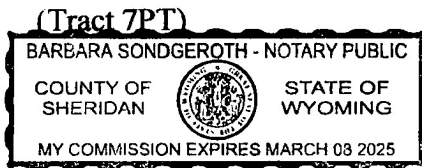
WITNESS my hand and official seal.

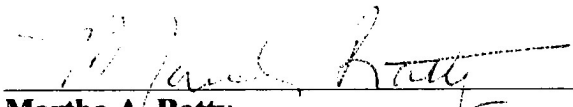
*RW Banks*

Notary Public

My Commission expires: April 26, 2028



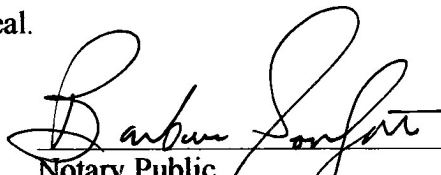


  
Martha A. Ratty

STATE OF WYOMING     )  
  : SS  
COUNTY OF SHERIDAN    )

The foregoing document was acknowledged before me this 22<sup>nd</sup> day of August, 2023, by **Martha A. Ratty**.

WITNESS my hand and official seal.

  
Notary Public

My Commission expires: 3/08/2025



Valley View Subdivision Covenants  
Edition 7  
Page 19 of 32

(Tract 8)

**Bighorn Valley Ventures, LLC**

By:

**Authorized Signer**

STATE OF WISCONSIN )  
: ss  
COUNTY OF \_\_\_\_\_)

The foregoing document was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, the **Authorized Signer for Bighorn Valley Ventures, LLC, a Wisconsin limited liability company.**

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

(Tract 9)

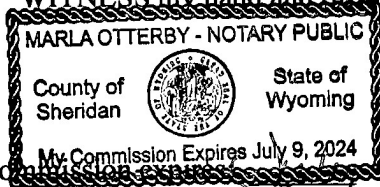
Jeremy Sage  
Jeremy Sage, Trustee of the Sage Revocable Trust,  
u/t/a dated February 1, 2017

Cassandra Sage  
Cassandra Sage, Trustee of the Sage Revocable Trust,  
u/t/a/ dated February 1, 2017

STATE OF WYOMING )  
COUNTY OF Sheridan : ss

The foregoing document was acknowledged before me this 22 day of  
August, 2023, by Jeremy Sage and Cassandra Sage, Trustees of the Sage Revocable  
Trust, u/t/a dated February 1, 2017.

WITNESS my hand and official seal.




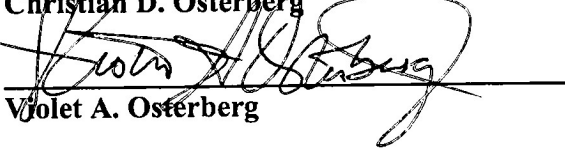
My Comm

Marla Otterby  
Notary Public

July 9, 2024

Valley View Subdivision Covenants  
Edition 7  
Page 21 of 32

(Tract 10-A)

  
Christian D. Osterberg  
  
Violet A. Osterberg

STATE OF WYOMING     )  
                                      : ss  
COUNTY OF SHERIDAN    )

The foregoing document was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **Christian D. Osterberg and Violet A. Osterberg, as Trustees of the Osterberg Family Trust, dated August 17, 2017.**

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_

(Please see attachment)  
Notary Public     for Chris Osterberg  
                              & Violet Osterberg

# All-purpose Acknowledgment California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

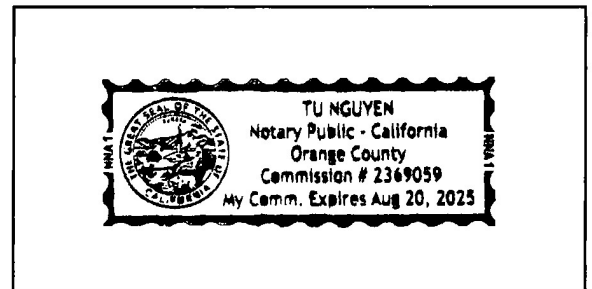
County of Orange

On 08/21/2023 before me, Tu Nguyen, Notary Public (here insert name and title of the officer),

personally appeared Christian D. Osterberg

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Notary Seal

WITNESS my hand  
and official seal.

Signature [Signature]

## For Bank Purposes Only

Description of Attached Document

Type or Title of Document Declaration of Protective Covenants for Valley View Subdivision

Document Date 08/21/2023 Number of Pages 32

Signer(s) Other Than Named Above NA

Account Number (if applicable) NA



F001-000DSG5350CA-01

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

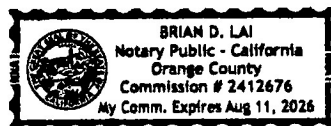
State of California

County of Orange

On August 22, 2023 before me, Brian Lai, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Violet Osterberg  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Declaration of Protective Covenants

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact


☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Valley View Subdivision Covenants  
Edition 7  
Page 22 of 32

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**2023-787374** 8/28/2023 2:48 PM PAGE: 24 OF 35  
FEES: \$125.00 PK DECLARATION OF COVENANTS  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

(Tract 10-B)

---

**Nathan Stevens**

STATE OF FLORIDA        )  
                                      : ss  
COUNTY OF \_\_\_\_\_ )

The foregoing document was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023, by **Nathan Stevens**, a single person.

WITNESS my hand and official seal.

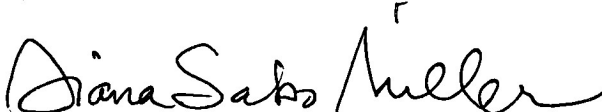
---

Notary Public

My Commission expires: \_\_\_\_\_

(Tract 11A  
McIntyre Minor Subd.)

  
Robert Fenton Miller

  
Diana Sabo Miller

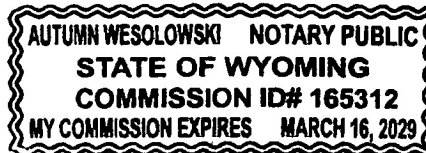
STATE OF WYOMING     )  
                                      : ss  
COUNTY OF SHERIDAN    )

The foregoing document was acknowledged before me this 21 day of  
August, 2023, by **Robert Fenton Miller** and **Diana Sabo Miller**, husband and wife, as  
tenants by the entirety with full right of survivorship.

WITNESS my hand and official seal.

  
Notary Public

My Commission expires: March 16, 2029





Valley View Subdivision Covenants  
Edition 7  
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2023-787374 8/28/2023 2:48 PM PAGE: 26 OF 35  
FEES: \$125.00 PK DECLARATION OF COVENANTS  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

(Tract 11B  
McIntyre Minor Subd.)



Harold Moorehead, III, Trustee of the  
Harold Moorehead III Living Trust, dated June 13,  
2000

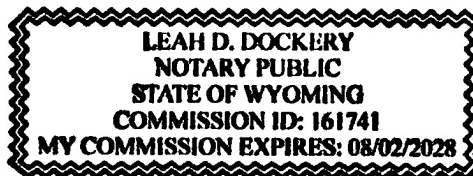
STATE OF WYOMING     )  
                                     : ss  
COUNTY OF SHERIDAN    )

The foregoing document was acknowledged before me this 08 day of  
August, 2023, by **Harold Moorehead III, Trustee of the Harold Moorehead, III  
Living Trust, dated June 13, 2000.**

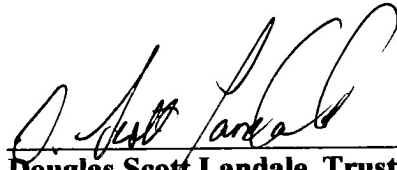
WITNESS my hand and official seal.

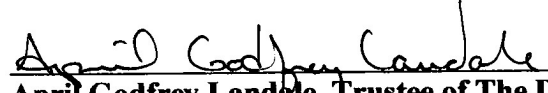
My Commission expires: 8/2/28

Notary Public



(Tract 12)

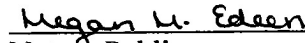
  
\_\_\_\_\_  
**Douglas Scott Landale, Trustee of The  
DSL-AGL Trust, under agreement dated October 15,  
2010, and any amendments thereto.**

  
\_\_\_\_\_  
**April Godfrey Landale, Trustee of The DSL-  
AGL Trust, under agreement dated October 15, 2010,  
and any amendments thereto.**

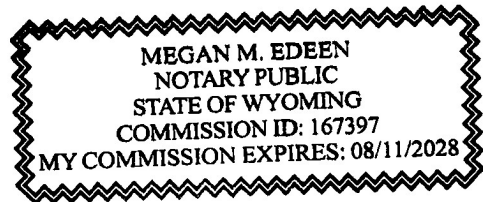
STATE OF WYOMING     )  
                                      : SS  
COUNTY OF TETON     )

The foregoing document was acknowledged before me this 21<sup>st</sup> day of  
August, 2023, by **Douglas Scott Landale and April Godfrey Landale, Trustees of  
The DSL-AGL Trust, under agreement dated October 15, 2010, and any amendments thereto.**

WITNESS my hand and official seal.

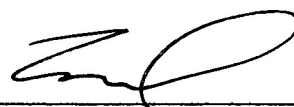
  
\_\_\_\_\_  
Notary Public

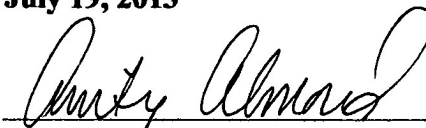
My Commission expires: 08/11/2028



Valley View Subdivision Covenants  
Edition 7  
Page 26 of 32

(Tract 13)

  
\_\_\_\_\_  
**Erik Almond, Trustee of the Erik  
Almond Revocable Trust dated July 19, 2013, and  
Trustee of the Amity Almond Revocable Trust dated  
July 19, 2013**

  
\_\_\_\_\_  
**Amity Almond, Trustee of the Erik Almond Revocable  
Trust dated July 19, 2013, and Trustee of the Amity  
Almond Revocable Trust dated July 19, 2013**

STATE OF WYOMING     )  
                                      : ss  
COUNTY OF SHERIDAN    )

The foregoing document was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **Erik Almond and Amity Almond, Trustees of the Erik Almond Revocable Trust, dated July 19, 2013, and Erik Almond and Amity Almond, Trustees of the Amity Almond Revocable Trust, dated July 19, 2013.**

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_  
Notary Public

See attached California  
All Purpose Acknowledgement



2023-787374 8/28/2023 2:48 PM PAGE: 29 OF 35  
 FEES: \$125.00 PK DECLARATION OF COVENANTS  
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

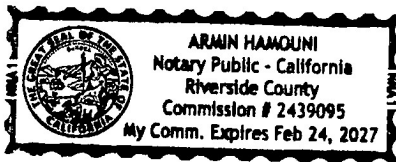
State of California

County of Riverside

On 08/22/23 before me, Armin Hamouni, Notary Public  
 Date Here Insert Name and Title of the Officer

personally appeared Erik Almond & Amity Almond  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Armin Hamouni  
 Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Letter to HOA

Document Date: 08/22/2023 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_ ☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator


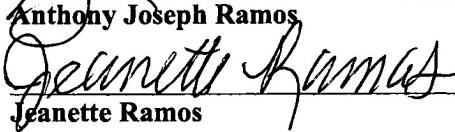
☐ Other: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_



Valley View Subdivision Covenants  
Edition 7  
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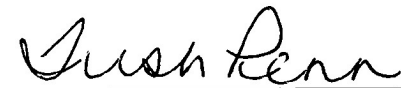
(Tract 14)

  
\_\_\_\_\_  
Anthony Joseph Ramos  
  
\_\_\_\_\_  
Jeanette Ramos

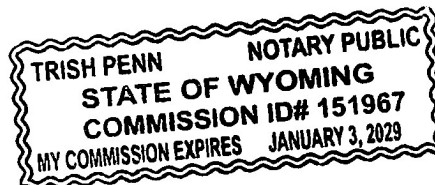
STATE OF WYOMING     )  
                                      : ss  
COUNTY OF SHERIDAN    )


The foregoing document was acknowledged before me this 24 day of  
August, 2023, by **Anthony Joseph Ramos and Jeanette Ramos**, husband and wife, as  
tenants by the entirety with rights of survivorship.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission expires: 1-3-29



  
\_\_\_\_\_  
Sherri Lyn Johnson, Co-Trustee of  
The Johnson Family Trust dated September 14, 2001

**WITNESS** my hand and official seal.

My Commission expires: 6/14/2028

**LAUREN HAMILTON  
NOTARY PUBLIC  
STATE OF WYOMING  
COMMISSION ID: 167191  
MY COMMISSION EXPIRES: 06/16/2028**

State of Wyoming  
County of Sheridan  
The foregoing instrument was  
acknowledged before me by  
Shern Johnson  
this 24<sup>th</sup> day of August  
20 13  
Witness my hand and official seal  
Paula Hamilton  
Notary Public  
My commission expires 09/10/2018

**LAUREN HAMILTON  
NOTARY PUBLIC  
STATE OF WYOMING  
COMMISSION ID: 167191  
MY COMMISSION EXPIRES: 06/16/2028**


(Tract 16)

  
\_\_\_\_\_  
**Hugh Kenworthy Batty**

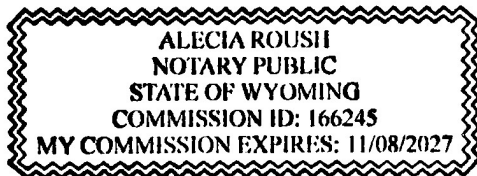
STATE OF WYOMING     )  
                                      : ss  
COUNTY OF SHERIDAN    )

The foregoing document was acknowledged before me this 21<sup>st</sup> day of  
August, 2023, by **Hugh Kenworthy Batty**, a married man dealing with his sole and  
separate property.

WITNESS my hand and official seal.

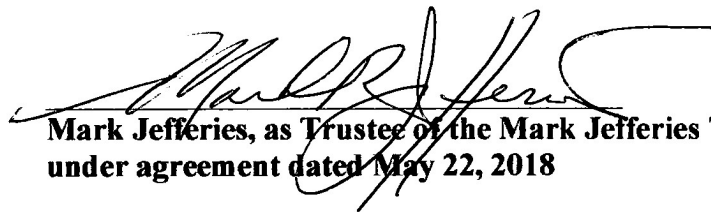
  
\_\_\_\_\_  
Notary Public

My Commission expires: 11/08/2027

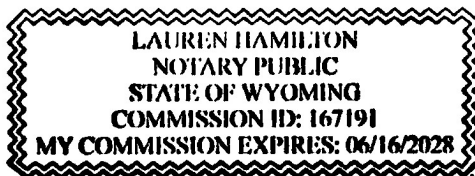




(Tract 17)

  
Mark Jefferies, as Trustee of the Mark Jefferies Trust,  
under agreement dated May 22, 2018


STATE OF WYOMING     )  
                                  : SS  
COUNTY OF SHERIDAN    )



The foregoing document was acknowledged before me this 28<sup>th</sup> day of  
August, 2023, by Mark Jefferies, as Trustee of the Mark Jefferies Trust, under  
agreement dated May 22, 2018.

WITNESS my hand and official seal.

My Commission expires: 06/16/28

  
Notary Public

Edition 7  
Page 31 of 32

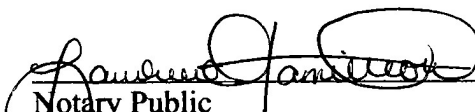
**Homeowners' Association of the Valley View  
Subdivision**

  
Craig H. Johnson  
President and Authorized Signer

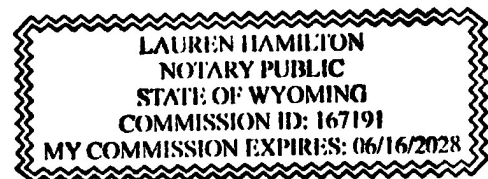
STATE OF WYOMING     )  
                                      : ss  
COUNTY OF SHERIDAN   )

The foregoing document was acknowledged before me this 24<sup>th</sup> day of  
August, 2023, by **Craig H. Johnson**, as president of and authorized signer for the  
Homeowners' Association of the Valley View Subdivision.

WITNESS my hand and official seal.

My Commission expires: 06/16/2028  
  
Notary Public

Homeowners' Association of the Valley View Subdivision



Valley View Subdivision Covenants  
Edition 7  
Page 32 of 32

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**EXHIBIT A**

Tracts 3 through 17 of the Valley View Subdivision. A subdivision in Sheridan County, Wyoming as recorded in Book 1 of Plats, Page 115.

Including Tracts 10-A and 10-B of the Resubdivision of Lot 10, Valley View Subdivision, a subdivision in Sheridan County, Wyoming, and

Lots 11A and 11B of the plat of the McIntyre Minor Subdivision, being a replat of Lot 11, of Valley View Subdivision, recorded July 16, 1996 in Book M, Plats, Page 4.

Tract 1 and 2 of the Valley View Subdivision, a subdivision in Sheridan County, Wyoming as recorded in Book 1 of Plats, Page 115, are exempt from the Covenants as set forth in Section 60.