



**FIRST SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR P & P SUBDIVISION**

**THIS FIRST SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR P & P SUBDIVISION** ("First Declaration")
instrument is made effective on the dates set forth herein, by the **Board of Directors of the P &
P Subdivision Homeowners' Association, a nonprofit corporation** ("Board").

This instrument applies to and binds all of the lands which are described in the original
Declaration of Covenants, Conditions, and Restrictions for P & P Subdivision, recorded July 1,
2021, at the Sheridan County, Wyoming, land records (**2021-770383**) ("Original Declaration"),
and as hereafter amended, all additions to, re-plats of, further or minor subdivisions of, and other
modifications in legal description of the said Property.

WHEREAS the members of the P & P Subdivision Homeowners' Association voted,
and, by consent of 100% of the Owners, authorized and directed the President of the Association
to Execute this First Declaration, pursuant to Article V, Item 8, of the Declaration of Covenants,
Conditions, and Restrictions for P & P Subdivision, recorded July 1, 2021, at the Sheridan
County, Wyoming, land records ("Original Declaration").

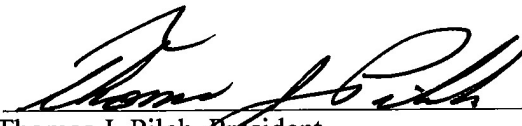
WHEREAS the members of the P & P Subdivision Homeowners' Association desire to
amend the covenants to define the use of the Conservation – Common Area Management Plan as
set forth in Exhibit C of the Original Declaration, recorded July 1, 2021, at the Sheridan County,
Wyoming, land records. The use of the Conservation – Common Area Management Plan will be
defined by the attached Open Space and Pond Use formally known as the Conservation Area
document and the related Release of Liability and Indemnification of P & P Subdivision
Homeowners' Association.

NOW, THEREFORE, it is hereby resolved that the terms of the Original Declaration
shall be modified, amended, changed, and enlarged as stated below:

The attached Open Space and Pond Use formally known as the Conservation Area
document and the related Release of Liability and Indemnification of P & P Subdivision
Homeowners' Association will amend Exhibit C of the Original Declaration, recorded July 1,
2021, at the Sheridan County, Wyoming, land records.

IN WITNESS WHEREOF the Owners have caused this FIRST SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR P & P SUBDIVISION to be signed below by the duly authorized **President of the Board of Directors of P & P Subdivision Homeowners' Association**, effective on the dates set forth herein.

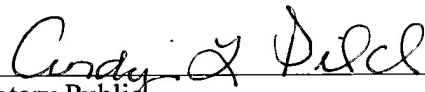
P & P SUBDIVISION HOMEOWNERS' ASSOCIATION

By: 
Thomas J. Pilch, President

STATE OF WYOMING)
) SS.
COUNTY OF SHERIDAN)

The foregoing instrument, titled as the FIRST SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR P & P SUBDIVISION was signed and acknowledged before me this 2nd day of August, 2023, by Thomas J. Pilch, who personally is known to me, acting in his capacity as **President of the P & P Subdivision Homeowners' Association** as witnesseth my hand and official seal.




Notary Public

My commission expires: 9-14-2027

DATE: June 13, 2023

TO: P & P Subdivision Lot Owners

FROM: Open Space Planning Committee (Conservation – Common Area Management Plan) Members~~Jacque Adams, John Graham, Joe McColley, and Cindy Pilch

Following our earlier distribution of the Open Space and Pond Use formally known as the Conservation Area document and your subsequent responses, the Open Space Planning Committee presents to you the document to serve as an amendment to Exhibit C~~(Conservation – Common Area Management Plan) of the P & P Subdivision Covenants. Each lot is entitled to one vote.

The Open Space Planning Committee did not take this assignment lightly. We have truly strived to achieve a document that provides for the enjoyment of our open spaces and pond while still providing some assurance against legal liability and indemnification of the HOA. We have consulted with attorneys and we hope we have provided a document that everyone can agree to.

Please review this document and reply to the Committee via e-mail your vote of YES or No. Please submit your e-mailed vote no later than Tuesday, June 20, 2023, at 12 noon.

The committee thanks you in advance for your participation in this exercise. Please feel free to reach out to any committee member with questions.

- A. **SIGNAGE.** Signage will be installed to promote the enjoyment, safety, liability and security of our properties and the open space. “No Through Traffic No Outlet” and “Private Property” signage has been purchased to advise the public that roads in our subdivision do not provide an outlet and cannot be used as a thoroughfare. We hope that these signs will eliminate unnecessary traffic and discourage individuals from wandering around the subdivision or fishing at/going to the pond.
- B. **ABSOLUTELY NO DEFECATING OR URINATING WILL BE ALLOWED IN ANY OPEN SPACE AREA INCLUDING THE POND.**
- C. **POND USAGE AND ACCESS.** The following pond usage and access and guidelines will be followed in order to ensure the pond and open spaces can be enjoyed by all subdivision lot owners and their guests. By establishing usage guidelines, we feel the pond and open spaces will provide greater enjoyment to all subdivision lot owners and their guests.
 - The developer’s initial idea was to place scoria, 4-6 ft. wide and 3 in. deep in the easement located between lots 10 and 11 to designate the access path. This would lead all the way

to the pond and end with a 50 ft. x 50 ft. scoria pad for a picnic area. The committee suggests the path and picnic pad begin as just a mowed path going to the pond between Lot 11 (the Grahams) and Lot 10 (the Newmans) with the potential for the path and pad to be surfaced in the future. Material used will be determined by budget. Access to the pond from lots 10-16 may be from the rear of these lots. Tom and Cindy Pilch will allow walking access to the pond via their lot 16 eastern property boundary. This is a "permission"; not an easement. During hay growing season, care must be taken to not damage the hay.

- Access to the pond shall be by foot. No user shall trespass on any lot owner property to access the pond. The designated access easement to the pond between Lots 10 and 11 allows for pedestrians or for equipment or vehicles to access the pond for maintenance purposes. **Very limited use** of an ATV will be allowed for users who have made an approved pond use reservation to transport persons and/or supplies to the pond. ATVs must remain on the designated access easement path and adhere to a speed limit of 10 mph. ATVs must not be used for joyriding on any open space area in the Subdivision. Lot owners are required to clean up and remove all picnic supplies, other materials, and trash when leaving the pond area. Sun shade canopies will be allowed. The sun shade canopy must be removed when leaving the pond. Noise and music must be kept at a respectable level. A pack in/pack out/leave no trace behind policy will be adhered to. All behavior at the pond should be respectful of all lot owners in the subdivision.
- All watercraft must be non-motorized including paddle boards, canoes, or kayaks. No electric or gas-powered boats are allowed. Because of the potential for the importation of noxious growth, before any watercraft that has been used in another body of water can be placed in the P & P Subdivision pond, it must be washed thoroughly to assure that no foreign seeds, pollens, algae, etc. are introduced. All users must comply with the Wyoming State rules and regulations regarding the use of watercraft.
- The committee recommends and encourages fisherman to employ the "catch and release" method when fishing. We further recommend the use of barbless hooks.
- All subdivision lot owners and guests are required to clean up after their pets and to place the waste into the lot owners' own trash container. There are no exceptions.

- Lot owners may reserve the pond for private gatherings by notifying the Open Space Planning Committee at least ten days in advance of the date the Lot Owner wishes to reserve the pond. **Hosts must be able to provide restroom facilities in their personal homes for their guests.** The Open Space Planning Committee will determine whether the date is available, and if so, will notify the lot owner that the date will be reserved and will notify, via email, all other Subdivision Lot owners that the pond has been reserved for a private gathering. The pond can only be reserved for one day, between the hours of 9:00 a.m. – 6:00 p.m. Consecutive days cannot be reserved. Lot owners are responsible for the safety, security and conduct of all attendees, and must clean up the pond and open spaces as soon as the reservation time ends. A pack in/pack out/leave no trace behind policy will be adhered to.
- **The P & P Subdivision HOA does not authorize or prohibit use of the pond by lot owners or their immediate family. If lot owners choose to use the pond the following rules apply. Anyone using the pond must be accompanied by a subdivision lot owner. This would mean that subdivision lot owners cannot give a friend or relative permission to go to the pond unless accompanied by the subdivision lot owner. Subdivision lot owners are responsible for the safety, security and conduct of their guests while enjoying the pond and open spaces. Pond users are doing so at their own risk. If a lot owner allows their children aged 12-18 to access the pond without parental presence, the lot owners must sign and return the attached waiver to an Open Space Committee member. If a lot owner does not sign and return the waiver, no access to the pond by anyone under age 18 is allowed. Fishing is allowed only on the north side of the electric fence for all unaccompanied 12-18 year old children.**
- **ADULT LOT OWNERS ACKNOWLEDGE AND ACCEPT THAT THEY ARE ULTIMATELY RESPONSIBLE FOR THE ACTIONS OF THEIR CHILDREN AND GUESTS.**
- **NO SWIMMING SHALL BE ALLOWED IN THE POND AT ANY TIME.**

D. **WALKING PATHS.** Walking paths in the north pasture and around the pond will be mowed paths. Pedal bicycles will be allowed on the paths. Courtesy between walkers and riders will be exercised at all times. A map of the walking paths and pond access is attached. Other than the

pond access discussed above, the walking paths will be mowed-only paths. No surfacing material will be used unless deemed necessary.

- E. **THE USE OF ALL OR ANY PART OF THE P & P SUBDIVISION POND AND OPEN SPACES FOR ANY PURPOSE WHATSOEVER SHALL BE AT THE USER'S OWN RISK. SUBDIVISION LOT OWNERS ARE RESPONSIBLE FOR NOTIFYING ALL GUESTS THAT USE OF ALL OR ANY PART OF THE POND AND OPEN SPACES IS AT THE USER'S OWN RISK.**
- F. **CHILDREN MUST BE SUPERVISED AT ALL TIME WHEN USING THE OPEN SPACE AND POND.**
- G. **HAY CONTRACT.** The committee will secure a contract for a hay contractor.
- H. **HORSE PASTURE LEASE.** The committee will negotiate a formal lease with the neighbor this summer. The HOA leased the horse pasture around the pond to the neighbor for \$1,000 per year. He paid that lease payment in September. The equipment within the leased pasture belongs to the neighbor who leases the horse pasture. Removal of this equipment will be included in the new lease.
- I. **PETS.** Pets must be under the control of the pet owner at all times. All subdivision lot owners and guests are required to clean up after their pets and to place the waste into the lot owners' own trash container. There are no exceptions.
- J. **DRIVING SPEED.** The committee respectfully requests that all drivers respect the safety of all Subdivision lot owners, including children, and maintain a slow speed of driving.
- K. **ENFORCEMENT.** The open space is owned by all 17 lot owners. As such, the open space is all of our homes. Just as you would on your own lot, if you see something that needs addressed, address it. Any violations of the open space rules/guidelines will be recorded by the Open Space Committee. The Committee will utilize a two warning system. After two warnings, the violating lot owner will be issued a formal ticket for their inappropriate actions and risk the loss of open space privileges.
- L. **IRRIGATION OPERATOR.** *To be discussed at annual meeting. A new committee "Road/Irrigation Operations and Maintenance" to be formed.*
- M. **ALL OF THE ABOVE WILL BE RE-EVALUATED AT THE END OF THE SUMMER SEASON.**

Release of Liability and Indemnification of P&P Homeowners' Association

The undersigned are the parents/legal guardians of:

_____, date of birth: _____

_____, date of birth: _____

_____, date of birth: _____

We grant permission to our above-named children to use the pond for fishing and recreational activities without our supervision or the supervision of any other adult.

In so doing, we agree to forever release, discharge, waive, save and hold harmless and indemnify the P&P Subdivision Homeowners' Association ("HOA"), its subsidiaries, affiliates, officers, directors, members, employees, agents, and representatives from any and all claims, liabilities, damages, losses, demands, actions, causes of action, costs and expenses, including attorney's fees and medical expenses, of whatever kind or nature, whether in law or in equity, in contract or in tort, known or unknown, foreseeable or unforeseeable, arising from or relating to any bodily injuries, personal injuries, or death suffered by any of our above-named children arising from their use of the pond for fishing and recreational activities and their participation in any such activities.

We recognize that HOA does not maintain the pond and there are inherent risks associated with the use of the pond for recreational activities, including the possibility of drowning or sustaining severe bodily injuries. In allowing our above-named children to use the pond without adult supervision, we accept the condition of the pond and assume these risks associated with its use and agree that we are legally responsible for any and all damage, injury or death that may result from our children's unsupervised use of the pond for recreational activities.

We further agree that if guests of minor children use the pond for fishing and recreational activities without our supervision or the supervision of any other adult, we take full responsibility and liability for the same as addressed in paragraphs two and three for these minor guests.



2023-786975 8/4/2023 2:32 PM PAGE: 8 OF 8
FEES: \$42.00 PK DECLARATION OF COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Dated: _____

Signature

Printed Name

Signature

Printed Name

Address/Lot Number

NO. 2023-786975 DECLARATION OF COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
CINDY PILCH 46 P & P DRIVE
SHERIDAN WY 82801