



TEAL SPRING SUBDIVISION, PLANNED UNIT DEVELOPMENT, PHASE - 1

Declaration of Covenants

FP Little Goose LLC, a Wyoming limited liability company herein the "Declarant," hereby declares that all of the land within Teal Spring Subdivision, as more particular described and laid out for Phase - 1 on the certain plat prepared by Prestfeldt Surveying and approved by the City Council of the City of Sheridan, Wyoming on January 15, 2024 and filed for record in the Office of the Clerk and Recorder of Sheridan County as Document No. 2024-790110 on February 6, 2024, in Book T of Plats, Page 45, and for Phase - 2 to be filed for record in a similar manner subsequently hereto at a later date (both Phase - 1 and Phase - 2 collectively, the "Property") shall be subject to the following easements, covenants, restrictions and conditions:

1. **Lots Defined.** These Covenants shall apply to the Property and Teal Spring Subdivision (the "Subdivision") as situated on the Property in Phase - 1 and Phase - 2, in the manner set forth as follows:
 - a. The "Residential Lot" or "Residential Lots": Lots 2-32 of Phase - 1, Lots 33-51 of Phase - 2, and Lots 53-59 of Phase - 2;
 - b. The "Commercial Lots": Lot 1 and Lot 52 of Phase - 1;
 - c. The "Tract" or "Tracts": Tract 2 of Phase - 1, Tract 1 of Phase - 2; and
 - d. The "Outlots": Outlots A, B, and F of Phase - 1, Outlots C, D, and E of Phase - 2;

all as designated and shown on the aforesaid plats.

Should the location, number or boundary of any Lot, Tract or Outlot in Phase - 2 be altered or Phase - 2 fail to be completed for any reason, this Declaration of Covenants shall remain in effect as to all of Phase - 1 and Phase - 2 then existing, and any amendment hereto shall be binding upon the Subdivision and all of the Lots effective as of the date hereof.

As used herein:

- a. "Owner" or "Owners", as the case may be, shall mean the party having legal title to a Lot.
 - b. "Lot" or "Lots" stated with no modifier shall mean, collectively, the Residential Lots, Commercial Lots, Outlots, and Tracts.
 - c. "HOA" shall mean the Teal Spring Home Owners' Association, Inc.
2. **Subdivision.** No Residential Lot shall ever be further divided, subdivided, split or portioned in any manner.
3. **Tracts and Commercial Lots.** The Tracts and Commercial Lots may be used for development under separate restrictions and controls as established by the Declarant, in its sole discretion, with the intent of said Tracts and Commercial Lots to be for residential development such as condominiums and multi-unit housing as well as commercial operations. However, unless explicitly provided otherwise by Declarant in writing, the Tracts and Commercial Lots referenced in the previous sentence shall at all times remain subject to this Declaration of Covenants.



4. **Declarant Control Period.** Notwithstanding any contrary provision herein, Declarant hereby reserves, and there is hereby granted to Declarant, the right to appoint all members of the Board of Directors, and all members of the Architectural Committee until the occurrence of the first of the following events ("Declaration Control Period"):
- a. Written notice from Declarant to the President or Secretary of the HOA that Declarant has elected to terminate the Declarant Control Period.
 - b. Two years following the date upon which Declarant no longer owns any Lots or Tracts.

Additionally, until such time as 70% of the Lots within the Subdivision have had residences constructed, the Developer and/or Developer's agents shall be the majority member of the HOA, unless notice is given terminating the Declarant Control Period in accordance with the preceding paragraph.

Declarant is hereby empowered to exercise any of the functions and perform any of the acts for which the HOA is given authority by these Covenants if the HOA fails or is unable to perform such functions.

5. **Residential.** All Owners and occupants, and their guests, shall have a right of quiet enjoyment in their respective Lots, and shall use the Property in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the use and enjoyment of the Property by other Owners and occupants, and their guests. All Residential Lots shall be used for residential purposes only, but any home business or home occupation is allowed if that use is permitted under the applicable zoning regulations of Sheridan County, Wyoming and/or the City of Sheridan as now in effect or as hereafter from time to time amended or promulgated. Provided, however, no sign denoting any such business or otherwise, including any sign related to any political candidate or matter, shall be placed on the Residential Lot. Any such home business or home occupation occurring on a Residential Lot shall not result in equipment, tools or product being placed outside or visible to other Owners. Provided, further, such home business or home occupation occurring on a Residential Lot may not result in an increase in vehicular traffic to that Residential Lot which is above and beyond what would otherwise be reasonable if that Residential Lot was used for only residential purposes. Nor shall any such home business increase noise, air, or water pollution that would be above and beyond what would otherwise be reasonable if that Residential Lot was used for only residential purposes. For purposes of illustration, permitted home businesses or home occupations may include, but shall not necessarily be limited to: the practice of a profession in an office located within the home; a quiet trade or operation which occurs exclusively within an office located within the home; a quiet trade or operation which occurs exclusively within a home or garage; or the operation of a sales office within the residence for the sale of a product which is not inventoried on the Residential Lot or within the residence, but is being sold off-site of the Residential Lot. An in-home day care shall be allowed if the number of children located upon the Residential Lot at any one time does not exceed five (5), including the children of the Owner.
6. **New Construction/Time for Completion.** Any building erected on a Residential Lot shall be on-site new construction with new quality materials. No Owner of a Residential Lot shall erect or



place any mobile homes, factory constructed or other modular residential building on a Residential Lot. Construction of that structure shall be completed within 18 months of commencement. No building material shall be stored on any Residential Lot for more than 90 days unless substantial construction of a building is actually in progress. During the period of construction of any residence or other building upon any Residential Lot of the Subdivision, the said Residential Lot and area shall be kept as neat and orderly as possible.

7. **Compatibility of Improvements.** All buildings, fencing and other improvements constructed on a Residential Lot shall be appropriate in character, design, color, and architecture in relation to the general area and the other homes in the Subdivision. No unusual design, styles, or construction methods shall be allowed. The Architectural Committee, in its sole discretion, shall have the authority to determine whether any construction, building, fencing or other improvement complies with this Section, including any such construction, building, fencing or other improvement for a commercial purpose or on a Commercial Lot, and shall likewise have the authority to deny any party the right to construct such improvements upon any portion of the Property.
8. **Number of Buildings per Residential Lot.** Unless otherwise provided herein, no building shall be erected, altered, placed, or permitted to remain on a Residential Lot other than one single-family dwelling. Such one single-family dwelling may include an attached private garage/shop area of a reasonable size and in proportion to the remaining portions of the primary residential dwelling constructed in accordance with the requirements for the primary residential dwelling otherwise stated herein.

No trailer, camper, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used on the Residential Lots as a place of residence or habitation, either temporarily or permanently, including trailers or recreational vehicle located thereupon prior to, during, or following the construction of a structure on a Residential Lot. No house trailer, mobile home, recreational vehicles, motor homes, camper trailer, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed on, or permitted to remain on any Residential Lot.
9. **Minimum Square Footage for Homes.** Every primary residential dwelling, whether single-story or two-story shall have a minimum of 1,800 square feet of above-grade finished living area, exclusive of the attached garage/shop area described in the previous section. Every primary residential dwelling that is a two-story home shall have a minimum ground level of 1,400 square feet. No basement shall be allowed on any Residential Lot, with any primary residential dwelling to consist only of slab-on-grade type construction.
10. **Exterior Requirements.** The exterior of each primary residential dwelling shall be approved by the Architectural Committee. The Owner or builder will submit plans and specifications to the Architectural Committee which are adequate to establish the type, quality and appearance of the building exterior, including the proposed colors. Any alterations or additions to the plans, including changes to the exterior colors or materials, originally approved by the Architectural Committee shall be resubmitted for approval. Only paints, stains, and masonry of natural earth



color and light colors, inclusive of white, may be approved by the Architectural Committee. All structures on the Residential Lot will have natural color roofs. If the Owner desires to change the color or materials of the house after the initial color or construction, respectively, is completed, the Architectural Committee must approve the change in color. No primary residential dwelling shall be more than two story and in no case shall any point of such primary residential dwelling exceed thirty feet (30') in height. Any street to house driveway shall be concrete or asphalt with a surface width no less than twelve feet (12') or exceeding sixteen feet (16'), provided that an attached parking area shall be allowed which is no greater than a size sufficient to accommodate parking for two standard sized noncommercial vehicles of the type that would be typically used by a resident for daily transportation. The plans and specifications shall be made in a manner as to minimize disturbance of the viewshed of surrounding Lots in the Subdivision, to the extent reasonably possible causing no material diminution in value upon the Lot for which the plans or specifications are made. The locations of structures on the Residential Lots and the height should be designed to reduce the buildings prominence and will blend with the site as much as possible. Each Owner should maintain the exterior of his or her residence and Residential Lot in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent and shall cause it to be repainted periodically, before the surfacing becomes weather beaten or worn off.

All improvements erected in the Subdivision must be new construction only. It is the intent of the Architectural Committee to offer a Subdivision that is of high standards and therefore all materials used in the home construction shall be of high quality and enhance the Subdivision's appearance. No pole barn, shed house or other similarly styled structure may be constructed on any Residential Lot subject hereto. Further, no exterior ornament, including but not limited to, precast concrete, plastic or wood figurines, wishing wells and windmills shall be allowed unless explicitly approved by the Architectural Committee under Section 21 hereof, prior to such exterior ornament's installation or construction.

11. Permitted Siding.

- a. Properly painted, stained, or treated cedar siding which shall be maintained after installation;
- b. Traditional stucco, or "Dryvit" and similar exterior insulation finishing systems;
- c. Masonry limited to natural stone, cultured stone closely resembling natural stone or brick;
- d. High quality manufactured/composite siding; or
- e. Steel, if used as a wainscoting or accent piece on the primary home.

12. Prohibited Siding.

- a. Plywood or any wood sheet panel siding, except as part of a board-and-batten;
- b. Vinyl siding;
- c. Exposed or unfinished concrete block more than 12 inches above grade;
- d. Any other inferior siding; or



- e. No more than one (1) foot of metal chimney can be exposed with the remaining portion of any exposed exterior chimney to be finished in natural stone or the same exterior finish as the primary residential dwelling to which it is attached.

13. Other Prohibited Improvements and Uses.

- a. No residence; building; commercial structure, infrastructure or building; fence; wall; or other structure shall be constructed, replaced, or altered in any way on any portion of the Subdivision, wherever located, that is (1) classified as a "Wetland", "Floodway" or given any other similar governmental designation or (2) located in any area within the Subdivision over which any governmental agency has jurisdiction to approve or deny such alterations, without first obtaining approval from the Homeowners' Association and the applicable governmental agency or agencies. Nor shall any area referenced in the previous sentence be altered in any way from its natural or then-existing state without first obtaining approval in the same manner. By way of example, and not limitation, (1) any alteration of an area designated as a "Wetland" by the U.S. Army Corps of Engineers would require approval by the U.S. Army Corps of Engineers, Homeowners' Association and any other governmental authority having jurisdiction thereover and (2) any alteration of an area designated as "Floodway" by the Federal Emergency Management Agency would require approval by the Federal Emergency Management Agency, U.S. Army Corps of Engineers, Homeowners' Association and any other governmental authority having jurisdiction thereover.
- b. No basement shall be allowed on any Lot, with any residence; building; commercial structure, infrastructure or building; or other structure to consist only of slab-on-grade type construction.
- c. No clothesline, drying yards or pet control lines shall be permitted unless concealed by screening acceptable to the Architectural Committee, and otherwise in compliance with the provisions hereof.
- d. No detached dog kennels, runs or enclosures shall be permitted unless design and location of the same shall be approved by the Architectural Committee, immediately adjacent to the Dwelling of an Owner, and otherwise in compliance with the provisions hereof.

14. Trim Boards, Window and Door Casing. All windows and doors will have trim boards with a minimum height of 3 ½ inches and a maximum of 6 inches. Trim boards which case all windows and doors shall have corner boards with a minimum width of 3 ½ inches and a maximum of 6 inches on each corner of the building.

15. Roofing Requirements. All major roof lines of any primary residential dwelling shall be pitched with at least a 5/12 pitch. However, the roof pitch of porches, dormer, and other ancillary roof lines shall be not less than a 3/12 pitch. Roof fascia trim shall be no less than 8 inches in height (face).

All buildings will have a roof with at least 24 inches of overhang, and any exterior columns for porches, entries, and overhangs shall be a minimum of 8 inch squares or 8 inches in diameter, as applicable. All asphalt shingles shall be in the design of traditional wooden shake-style roofing.

16. **Fences.** All fences are subject to Architectural Committee approval, which approval may be granted or denied in the Architectural Committee's sole discretion. Yard fences, if any, may be constructed along the rear and side lot lines and may extend on the side lot lines only from the rear of any Lot along the lot boundary lines to point on the lot line at right angles to the side of the house and five feet behind the front corner of the house or 25 feet from the front lot line whichever is less restrictive, meaning closer to the front lot line, provided no part of any such fence shall be forward of the front corners of any such house and there shall be no front yard fencing of any type or style. All fencing shall be no greater than 4 feet tall and constructed in a manner as to maintain site lines through the fence. No opaque fence, nor fence made of vinyl fencing material is allowed. For those Lots on the outside boundaries of the development, the Developer may install a fence around the outer boundary of the Property or Teal Spring Subdivision at the Developer's discretion, which should not be removed or altered in any manner. Any fence constructed by an Owner on a boundary described herein must be tied into existing fence. The Owner of the Residential Lot bordering any Developer installed fence on the outside boundary shall be responsible for the upkeep and maintenance of the fence on the outside boundary. Additionally, and remaining subject to the Architectural Committee's discretionary approval as stated above, decorative landscape fencing in the front yard area of any primary residential dwelling, consisting of entirely natural materials in conformance with the character of the Subdivision, shall be allowed. Examples of allowable decorative fencing may include buck rail and split rail fences made of naturally colored wood.
17. **Outbuildings.** Each Residential Lot shall be allowed one detached single level accessory building not to exceed 100 square feet and limited to a maximum height of ten feet (10'). Such accessory building shall not unreasonably interfere with the viewshed of any Lot in the Subdivision, and shall be situated in any interior setback of the Lot it is located upon.
18. **Animals.** A Residential Lot Owner may have a reasonable number of dogs, cats or small animals of a reasonable type commonly kept as pets within the Subdivision. A Residential Lot Owner may have a reasonable number of chickens, provided that keeping chickens on a Residential Lot is only allowed by and in compliance with all applicable laws, ordinances, rules, regulations, and zoning, and notwithstanding any other provision hereof, no rooster shall be kept upon any Lot. At no time shall any livestock be kept upon a Lot within the Subdivision including, but not limited to cattle, horses, pigs, goats, sheep, llamas, alpacas or animals of a similar nature.

Each Owner shall clean up any waste produced by their animals and dispose of the same in a proper receptacle. The HOA has the right to levy a charge upon any Owner who is found to have violated the rules regarding pets described above. The amount of said charge shall be \$100 for the first violation, and \$200 for any subsequent violations. Any such charges due to the HOA upon remittance to the Owner that the charge has been levied. Any charge unpaid when due shall become a lien against the Owner's Lot and the HOA should have the right, to the extent allowed under the law, to collect said lien in the same manner and as other charges and assessments described herein.



Each Owner shall be strictly liable for all damage or injury caused by such animals. Each Owner shall be responsible for either keeping their animals entirely within the boundaries of their property, or under control of the Owner or agent of the Owner. Each Owner shall prevent their dog(s) or other pets from barking or creating nuisances. The HOA may request vicious, threatening, or nuisance animals be removed. The HOA shall have authority to determine in its sole discretion (1) the meaning of a "reasonable number" and "reasonable type" stated in this section, (2) animals that constitute "livestock" and (3) which animals are vicious, threatening, or a nuisance.

- 19. Trash / Rubbish / Storage / Unsightly Conditions / Containers.** No refuse piles or unsightly objects shall be allowed to be placed or remain on a Lot. No Lot shall be used in whole or in part for the storage or rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye.

Rubbish containers shall be placed out of sight. No ashes, trash, rubbish, garbage or other refuse shall be stored or deposited anywhere outside on a Lot except on refuse collection days.

- 20. Leasing.** Owners may lease all of a primary residential dwelling located upon a Lot, under a single lease, provided that such lease is in writing and provides, in the terms of the lease, that all adults residing at the property during its term execute the lease and agree to abide by the Covenants. At least one adult must reside at the property at all times during the term of any lease. Any such lease form must be provided to and approved by the HOA prior to its commencement.

- 21. Submission of Proposed Plans to Architectural Committee.** No residence; building; commercial structure, infrastructure or building; fence; wall; or other structure shall be constructed, replaced, repainted, or altered on any Lot within the Subdivision until the plans and specifications showing the location of the structure and plan for construction have been approved by the Architectural Committee.

Whenever an Owner wishes to construct a building or any permanent improvements, the Owner shall submit to the Architectural Committee, or Board of Directors if then acting as the Architectural Committee, one full set of building plans for such proposed construction. Such building plans shall show all exterior elevations of the proposed building, including all exterior lighting fixtures and standards, and designate all the materials and colors to be used for all exterior surfaces, providing samples of such colors and materials for review.

Within 30 days from the receipt of such plans and samples, the Architectural Committee shall meet for purpose of reviewing the plans and samples. The Architectural Committee shall issue a written statement outlining the result of said vote and whether it has approved or denied the proposed plans.

No construction on the proposed building or improvement shall commence until its plans have been approved by the Architectural Committee, with such approval, notwithstanding any



provision hereof to the contrary, at its sole discretion. The preceding sentence shall include construction on any Lot.

Neither the HOA or its Members, Architectural Committee or its Members, other Owners, nor the Declarant shall be liable to any Owner or other person for any damage or loss suffered or claimed on account of:

1. The approval or disapproval of any plans, for any reason, whether or not defective;
2. The construction or performance of any work, whether or not pursuant to approved plans; or
3. The development or manner of development within the Property.

Approval of plans by the Architectural Committee shall not be deemed to be a representation or warranty that the plans comply with applicable laws or regulations, including zoning ordinances and building codes.

Notwithstanding any other provision hereof to the contrary, during the initial stages of the development, the Declarant will complete and approve the plans until at least 70% of the Lots have been sold and construction completed. The Declarant will continue to review plans until the HOA has had a meeting to vote in a Board of Directors.

22. **Express Intent of Architectural Control and Possibility of Variance.** It is the intent of these Covenants to ensure that the primary residential dwellings constructed within Teal Spring Subdivision are higher-than-average homes in terms of quality, appearance, and styling. The Owner should work to promote a high quality of construction and appearance for each building constructed in the Subdivision to protect each other's desired lifestyles and property values.

As further provided hereafter in the Covenants, the HOA, in exercising its architectural control of the Subdivision, may grant a variance to the Owner, upon the Owner's written request, to allow the home to be constructed, sided, or roofed in some material other than those permitted above.

23. **Exterior Lighting.** Only standard exterior residential lighting shall be used to illuminate a Lot to the minimum level necessary for safety, identification, and decoration, and be limited to downlighting only in a style compatible with the design and materials of the primary residential dwelling upon approval of the Architectural Committee. Further, any outside lighting upon a Lot shall be arranged, directed, and/or shielded generally facing downward so as to prevent any such light shining onto or at the adjacent road and or Lots. No freestanding lights shall be allowed upon any Lot other than landscape lighting at a pedestrian level otherwise in conformance with the provisions hereof. All exterior lighting shall comply with all law and local ordinances.

24. **Parking of Vehicles, Machinery, and Equipment.** Other than occasional overflow parking for temporary gatherings, but in no case overnight, no parking is allowed on any street or front portion or other way of access to any Lot or Lots contained in Teal Spring Subdivision. Off-street parking for at least two (2) vehicles shall be provided on each Lot. Other than private vehicles used regularly (generally, on a daily basis) the following, at all times while on the Lot, must be placed or stored enclosed in a garage and out of view of other Owners:

- a. Vehicles which are not in running condition or are in a state of disrepair;



- b. Machinery and equipment;
- c. Any trailer or recreational vehicle, unless provided otherwise herein.

No vehicle the use or design of which is for the transportation of passengers for hire and no vehicles intended to be used primarily for sport, commerce or industry such as trucks, motorcycles, campers, house trailers, buses, boats and boat trailers, snowmobiles or snowmobile trailers, tractors and trailers, travel trailers, or recreational vehicles shall be parked on and street or front portions, driveways, or other ways of access or to any such Lot or Lots.

Other than temporary emergency repairs, no vehicle shall be parked, kept, maintained, constructed, reconstructed, or repaired, including but not limited to oil changes, and no inoperable vehicle may be stored on any portion of a Lot in view of other Owners. The HOA shall have the right to have any vehicle parked, kept, maintained, constructed, reconstructed, or repaired in violation of this provision towed away at the sole expense of the Owner of such vehicle or equipment. Any expense incurred by the HOA in connection with the towing of any vehicle or equipment shall be paid to the HOA upon demand by the Owner of the vehicle or equipment. If the vehicle or equipment is owned by an Owner, any amounts payable to the HOA shall be secured by an assessment lien, and the HOA may enforce collection of such amounts in the same manner provided for otherwise herein.

25. Firearms/hunting. No firearm shall be discharged upon the Property. No hunting is allowed upon the Property.

26. Hazardous, Noxious, or Offensive Activities. No obnoxious or offensive activity of any kind, commercial or otherwise, including specifically activities productive of noise, odors or other objectionable manifestations, visual or otherwise, shall be conducted on Lots or otherwise, nor shall anything be done which may be or become an annoyance or nuisance to those owning property anywhere in the Subdivision. No vehicle shall be repaired, serviced, rebuilt, dismantled or painted anywhere except within the garage portion of a living unit.

Owners shall not obstruct any common area, nor place or store anything within any common area without the prior written consent of the HOA.

27. Antennas, Satellites and Similar Devices. No detached radio or television aerial, antenna, or satellite receiving dish exceeding 19 inches in diameter shall be permitted on any Lot, and no antenna attached to any residence or garage shall have a height exceeding three (3) feet above the roofline of the residence or garage to which it is attached.

28. Access to Little Goose Creek. Owners and any tenant of an Owner, if applicable, shall have access to Outlot F and Little Goose Creek via a path between Lots 26-27, Phase - 1, and Lots 33-34, Phase - 2, which is a portion of Outlot F of Phase - 1. Owners may allow guests and invitees to access Little Goose Creek via the common access routes, but only with the Owners present at the time of such access.

29. Utilities Easement. All utility and service lines shall be installed underground. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown in public

record. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or change the direction of the flow of drainage channels in the easements. In addition, each Owner shall allow the City of Sheridan and its agents and employees access across and upon the Lot of the Owner for purposes consistent hereof.

30. **Soils Report.** A site-specific Soils Investigative Report is required for all development on the Property. Owners must submit a copy of the completed report to the Architectural Committee for their permanent record prior to any approval by the Architectural Committee described in Section 21 hereof.
31. **Finish Elevation.** Prior to commencement and again upon completion of construction for any structure upon a Lot, the Owner must (1) acquire elevation certificates verifying that floor elevation of the structure will be/is at least 2 feet above the Base Flood Elevation (BFE), and (2) submit both elevation certificates at the time each is obtained to the Architectural Committee to hold permanently in its records.
32. **Road.** All roads within the Subdivision shall be dedicated to the City of Sheridan.
33. **Raw Water Line.** The HOA will hold irrigation water rights for the purpose of irrigation of exterior lawns, gardens, and landscaping to all Lots except Tract 2, Lot 1 and Lot 52 (the "Excluded Lots"). Irrigation water will be delivered through an irrigation water supply system to be owned and maintained by the HOA via Little Goose Creek. Annual assessments for raw water rights will be paid by the HOA and such expenses will be billed to each Owner annually in accordance with percentage of total voting rights in relation to the total voting rights held by such Owner, not including any voting rights held by the Excluded Lots in the total voting rights. However, notwithstanding the previous sentence, the Excluded Lots shall not be liable for such annual assessments or billed for such expenses described in this Section, nor shall such Excluded Lots have any rights in the irrigation water or raw water line. A pump house will be used for pumping irrigation water and will be maintained by the HOA. The Owner of a Lot shall be responsible for and bear the cost of connecting the irrigation water supply system owned by the HOA to that Owner's Lot. A watering schedule for Lots shall be approved yearly for the subsequent year at the Annual Meeting or, if not approved, then the preceding year's schedule shall remain in effect.
34. **Lawn Care/Snow Removal.** The HOA will provide lawn care and snow removal to all common areas, including sidewalks and pathways, as part of the assessment.

All Lots in the Subdivision shall be fully landscaped. A basic landscaping plan, which shall include a variety of trees and shrubs, must be submitted to the Architectural Committee for approval. The Architectural Committee may adopt guidelines for use by Owners in developing said landscaping plan. Total landscaping must be completed by the builder or Owner within one year of occupancy of the dwelling. In the event construction does not commence immediately, a Lot will be required to be mowed and trimmed until construction. It is the intent of this paragraph to have fully landscaped Lots once a residence is established and to keep vacant Lots aesthetically appealing,

maintained, and with no bare spots. In no case shall weeds or other unsightly growths be permitted to grow or remain upon a Lot. No Owner shall mow, landscape, or maintain any Outlot or Tract without the express written permission of the HOA.

35. Teal Spring Homeowners' Association

- a. **Creation.** The Teal Spring Subdivision Homeowner's Association (herein referred to as the "HOA") is hereby organized by Declarant as a nonprofit Corporation under the Wyoming Nonprofit Corporation Act, Wyoming Statutes, to exercise the powers granted, and to perform the function imposed by these Covenants with regard to the Lots. Should any provision of this section conflict with the Bylaws of Teal Spring Homeowners' Association, this Declaration shall control.
- b. **Purposes.** The general purposes of the HOA are to :
 - 1) Enforce these covenants and by-laws, as set forth herein and as may be amended;
 - 2) Govern, administer, and pay for the private maintenance and repair of pathways that run through the Subdivision.
 - 3) Govern, administer and pay for maintenance and repair of the Outlots.
 - 4) Collect and administer all assessments
 - 5) Ensure the proper delivery of available appropriated irrigation water to Lots in accordance with the water plan filed with the State of Wyoming.
- c. **Powers.** For these purposes, the HOA is hereby empowered to:
 - 1) Exercise all of the authority, powers and privileges delegated to or vested in the HOA by these Covenants, by Wyoming Statutes, or as may be reasonably implied as being necessary and allowable hereunder, and to perform all the duties and obligations established by these covenants;
 - 2) Elect officers to carry out the administration duties authorized by the HOA from time to time.
 - 3) Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to these Covenants, and to pay all expense in connection therewith and all expenses incident to the conduct of the business of the HOA specifically including the costs with repairing, maintain and operating the pathways, Outlots and the raw water system. Should any Owner fail to maintain or follow the restrictions or requirements of these Covenants, the HOA may intervene and provide such services after giving Owner ten (10) days written notice to comply with the Covenants or provide evidence the services have been requested. If the Owner fails to address the concern of the HOA, the HOA may repair or otherwise address the issue and charge the Owner for the expenses.
 - 4) Employ such firms or persons to perform any or all of the duties and obligations of the HOA.
- d. **Membership.** Any Owner of a Lot shall be a member of the HOA, such membership shall be appurtenant to and may not be separated from the ownership of the Lot. An Owner shall become a member upon conveyance of record of such Lot. No certificate or document, save the except of recorded conveyance to a Lot, shall be required to evidence such membership.
- e. **Voting Rights.** Each will only have the number of votes as follows:
 - 1) Residential Lots: One (1) vote per Residential Lot,

- 2) Commercial Lots: One (1) vote per Commercial Lot,
- 3) Tracts: Tract 2 shall have two (2) votes and the Phase - 2 Tract shall initially have thirty-six (36) votes, however, upon its subdivision, the voting rights of the constituent portions of the Phase - 2 Tract shall be subject to the provisions of Article II, A of the Bylaws of Teal Spring Homeowners' Association.
- 4) Outlots: No voting rights.

Any Owner that is 30 days past due on any payment of any HOA obligation shall not have voting rights. Further, should any valid law, rule, challenge, court order, ruling or similar condition invalidate any action hereunder due to insufficient description of the Phase - 2 Tract prior to the filing of the plat for Phase - 2 as described above, only to the extent of validating such action hereunder, references to Phase - 2 and the Phase - 2 Tract shall be treated as stricken in regard to the invalidated action, and such action shall be validated in any manner otherwise allowable as if all references to Phase - 2 and the Phase - 2 Tract have been stricken in regard to that action.

- f. **Action.** Except as otherwise provided herein or under the Bylaws, an action of the HOA or any approval required of the Owners under these Covenants, shall require the affirmative vote of at least 51% of all Lots eligible to vote, cast in person or by proxy, at a duly constituted meeting of the HOA.
- g. **Meetings.** The HOA shall have an annual meeting each year; written notice of any and all meetings shall be made in accordance with its Bylaws.
- h. **Limitation.** No part of the net earnings of the HOA shall inure to the benefit of, or be distributed, to the Owners, except that the HOA shall be authorized to pay reasonable compensation for services rendered.
- i. **Board of Directors.** The affairs of the HOA shall be managed by its Board of Directors. The Board shall consist of five (5) individuals which shall be voted in by the Members. The affairs of the Board of Directors shall be adhered under the By-Laws for the HOA. The Board may adopt, amend, repeal and enforce rules and regulations as it may deem necessary with respect to the implementation of this Declaration.
- j. **Limitation of Liability.** Declarant, HOA and the officers, directors and agents of each of them shall not be liable to any party whatsoever for any act or omission unless that act or omission is in bad faith and amounts to fraud.
- k. **Assessments.**
 - 1) **Authority.** Except as otherwise provided, the HOA will have the power and authority to determine all matters in connection with assessments, including the power and authority to determine where and how assessments shall be paid to the HOA and each Owner shall be required to comply with any such determination. Each Owner, by acceptance of the conveyance of the Lot, shall be deemed to covenant and agree to pay to the HOA the assessments. Each Owner shall be jointly and severally liable to the HOA for the payment of all assessments.
 - 2) **Purpose of Assessments.** The assessments levied by the HOA shall be used exclusively to pay the obligations imposed upon the HOA by these Covenants, establish and maintain a reserve account at the HOA's discretion, and to promote the health, safety and welfare of the residents of the Lots.

- 3) **Annual assessments.** The HOA shall establish annual assessments to meet its obligations under the Covenants, including the expenses of the HOA and cost to maintain the raw water system.
- 4) **Special Assessments.** In addition to the annual assessments authorized above, the HOA may levy, in any assessment year, a special assessment applicable to that year only.
- 5) **Approval of assessments.** All assessments under this section shall be subject to the approval of the majority of the HOA members present at the annual meeting.
- 6) **Uniform Rate of Assessments.** Both the annual and special assessments must be fixed at a uniform rate for all Lots based on each Owner's voting percentage in relation to the whole, subject to the exclusion of the Excluded Lots for calculation of the assessments described in Section 33 hereof. However, notwithstanding any other provision hereof, no assessment shall be made on Phase - 2 until such time as construction of all Phase - 2 improvements has been determined to be complete, such determination to be at the sole discretion of the HOA. Until such time, the annual and special assessments shall be fixed at a uniform rate for all Lots of Phase - 1 based on each Owner's voting percentage in relation to the whole of Phase - 1. Should Phase - 2 fail to be completed or in any way altered, then only those Lots then existing shall be subject to the assessments described herein.
- 7) **Commencement of Annual Assessments.** The annual assessments provided for shall commence as to all Lots on the date established by the HOA. The HOA shall fix the amount of the assessments against each Lot by April 1st and these assessments are due by June 1st of each year, however the HOA shall retain the right to alter or change the billing periods and related due dates, in its sole discretion and without notice, such that the billing period and related due dates may be annual, biannual, monthly or in any other incremental variation.
- I. **Effect of nonpayment of Assessments.** Any assessment not paid within 30 days after the due date shall thereafter bear interest from the due date at the rate of the lower of 12% per annum or maximum amount allowed under applicable law. Upon the failure of the Owner to pay the assessment when due the HOA will provide written notice the violating Owner by delivering the notice by certified mail. Such delivery shall be deemed effective on the date notice is mailed by the HOA. A violating Owner shall have 30 days from the date of notice to pay in full the unpaid assessment, interest and costs. If payment is not received within 30 days, the HOA may bring an action at law against the Owner and may foreclose the lien against the Lot which is automatically created herein by such nonpayment. The HOA shall have a lien against each Lot to secure payment of any Assessment or costs with respect to that Lot. The Lien shall be superior and prior to judgment liens, tax liens and all other consensual liens other than any priority which may be expressly accorded to any First Mortgages over the Lien by law. The lien herein shall be foreclosed in a manner provided or the foreclosure of real estate mortgages in the State of Wyoming and be at the HOA discretion accomplished by advertisement and sale as provide in Wyoming Statutes. The covenant does not require judicial foreclosure and may proceed with a non-judicial foreclosure by publication and sheriff sale. The Owner will be liable for all attorney's fees and costs incurred by the enforcing party in such collection. The HOA could also elect to shut off the potable water to the offending Lot



after 30 days of nonpayment. The Board may bring a suit at law to enforce any assessment obligation. Any judgment rendered in such action shall include the cost of enforcement including all attorney's fees.

Any First Mortgage, a mortgage used to purchase all or part of the Lot, recorded prior to an assessment becoming delinquent, under which a mortgagee obtains title to a Lot encumbered by such mortgage shall take title to that Lot free and clear of claims for unpaid assessments.

These Covenants shall run with the land and shall inure to and be binding on each Lot and upon each Person or entity that acquires any ownership interest. Any and all easements granted by these Covenants shall be appurtenant to the parcels benefitted.

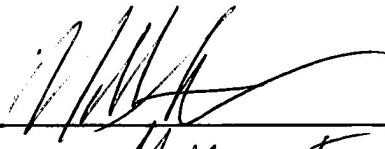
Unless amended as herein provided, all provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration shall be effective for a period of 50 years after the date this Declaration is originally recorded and thereafter shall be automatically extended for successive periods of ten (10) years each unless terminated prior to the commencement of any such ten year period by a recorded written consent of the Owners having at least 2/3rds of the voting power of the HOA.

This Declaration may be amended by the Declarant at any time prior to the end of the Declarant Control Period, at which time notice will be sent to all Owners, or by the Owners after the Declarant Control Period by a 2/3rds vote of the Owners.

Each provision of this Declaration with respect to the HOA shall be enforceable by Declarant or by any Owner by a proceeding for injunctive relief plus any damages. Any Owner or Declarant may bring a proceeding for injunctive relief; a suit or action to recover any damages or exclusion of the Owner from use of any HOA property or rights. The HOA may fine any Owner that is in default and charge and collect any and all attorney's fees to enforce.


[SIGNATURE PAGE TO FOLLOW]

FP Little Goose, LLC, a Wyoming limited liability company


Name: Matthew Frisbie
Position: Member

STATE OF Wisconsin
COUNTY OF St Croix

The Covenants are hereby executed by Matthew Frisbie as an
agent of FP Little Goose, LLC and his or her signature below is binding upon the limited liability company.


Notary Public

My Commission Expires: June 21, 2026

