

624167 DECLARATION OF COVENANTS
BOOK 500 PAGE 0511
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AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

**DECLARATION OF PROTECTIVE COVENANTS,
FOR THE WOODLAND PARK SUBDIVISION**

THIS DECLARATION OF PROTECTIVE COVENANTS, (this "Declaration") is made this 16th day of October, 2008, by the Woodland Park LLC, a Wyoming Limited Liability Company (hereinafter referred to as "Declarant").

RECITALS

A. Declarant is the owner of that real property (the "Property") described in Exhibits of this Declaration, which is a subdivision known as "Woodland Park Subdivision".

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

C. Declarant is adopting this Declaration for the benefit of all Owners of Lots in Woodland Park LLC, such that Lots may be held, transferred and used only in a manner consistent with this Declaration, which shall run with the land and be binding with all parties having any right, title and interest in the property, and their successors and assigns.

COVENANTS

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

ARTICLE I
DEFINITIONS

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

- **Association** shall mean and refer to the Woodland Park Homeowner's Association, its successors, and assigns. Members of the Association shall be owners of Lot (s) within the subdivision.
- **Architectural Review Committee** shall mean and refer to the Architectural Review Committee, and its members.
- **Common Area** shall mean and refer to all real property within the property owned or controlled by the Association for the common use and enjoyment of the owners. Common Area shall also include the Roads and Easements, as defined herein, except to the extent such roads and easements are dedicated to and accepted for maintenance by the City of Sheridan, Wyoming, or other public maintenance entity.
- **Common Expenses** shall mean and refer to maintenance, insurance, taxes, repair, operations, management and administration expenses, legal and accounting expenses, management fees and other expenses declared by the provision of the Covenant Declaration or by the Bylaws of the Association to be common expenses or assessable against Owners of the lots, and all sums lawfully assessed to maintain, administer, and operate the common area by the association. The subdivision was designed to have minimal common areas since the school park is nearby and also the walking trail. It is the goal of the Declarant that fees should be kept to an absolute minimum, as all common elements were dedicated or given to the City of Sheridan for the public and public maintenance. In the early days of the subdivision, there will be a small monthly assessment to insure adequate snow removal, weed control, needed common items etc. It is the goal of the association to make the homeowners association self funding.
- **Declarant** refers to Woodland Park Subdivision, LLC, which is the owner and developer of Woodland Park Subdivision.
- **Dwelling** shall mean any building or unit located on a lot intended for shelter and housing.
- **Dwelling Accessory Building** shall mean a subordinate building or a portion of a dwelling, the use of which is incidental to the dwelling and customary in connection to that use.
- **Exhibit** - an attachment to either the covenants or design standards and

incorporated therein.

- **Homeowner's Association or Association** means all of the members designated in accordance with the covenants. The Homeowner's Association board, called the "board", shall operate the Homeowner's Association.
- **Living Area** shall mean that portion of a dwelling which is enclosed and customarily used for dwelling purposes and having not less than six feet (6') of headroom, but shall not include open porches, open terraces, breezeways, attached garages, carports or dwelling accessory buildings. It shall include those areas of the building, which are no more than 3½ feet below the exterior grade and considered as living area by the City of Sheridan Engineering Department.
- **Lot** shall mean lot of land described by a block and lot number on any Woodland Park Subdivision Map of the property, together with any improvements thereon.
- **Maintenance** shall mean exercise of reasonable care of buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original developed condition, normal wear and tear accepted.
- **Maintenance of Landscaping** shall mean the exercise of generally accepted lawn and garden management practices necessary to promote a healthy weed-free environment for optimum plant growth.
- **A Manufactured Home** shall mean a residential structure built in a factory setting, constructed under the guidelines of the HUD Code. The HUD Code is a performance code, that is, the code requires the structure to perform to a specific specification. Manufactured homes will not be allowed in the subdivision.
 - A HUD code Manufactured home will have a red HUD Seal attached (small rectangle) to the left lower corner of the front of the home (opposite the transport hitch end). Both halves of a double section home will have the seal.
 - HUD code homes are built on a massive steel support frame. 4 huge steel I-beams (under a double section) with cross members and outriggers. A manufactured home is designed to be fully supported by the steel frame on a foundation approved by the manufacturer.
- **Modular Homes** shall mean homes built to the building code of the State in which the home is to be sited. Modular homes are sometimes referred to by their code, example "Boca" OR "UBC". Modular homes may look exactly like their sibling manufactured home, or they may look entirely different. Some modular homes are indistinguishable from elaborate site built homes. Modular homes can be built on a

manufactured home type steel frame or transported to the building site on a steel carrier, then lifted off the steel, and moved into the concrete and site installed steel foundation. Modular homes are typically more expensive than a manufactured home, and thus appraise higher. Only modular homes, component homes and site built homes will be allowed in the subdivision. No manufactured homes will be allowed.

- **Owner** shall mean record owner(s) whether one or more person(s) of the fee simply title to, or the contract purchaser of any lot situated upon the Properties, but shall not mean or refer to any holder of debt or mortgage unless such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- **Park Contribution** - Since there are adjacent parks and trails, the Developer chose not to include another park that the residents would have to care for and insure against tort liability. However, there will be a \$500.00 City charged fee with every building permit issued to the lot owner in lieu of park contribution. This amount has been deducted already in the asking sales price to the lot buyer. This is a one-time fee that is paid by the lot owner to the City of Sheridan, when building the original home on the lot and at the time of the building permit.
- **Property** - shall mean and refer to the lands platted under the Woodland Park, LLC.
- **Roads and Easements** shall mean and refer to all roads, streets and easements shown on the recorded plat of the Woodland Park Subdivision.
- **Single-family** shall mean one or more persons each related to the other by blood, marriage or adoption, or a group maintaining a common household in a dwelling. In any event HUD standards shall determine the definition of family and the subdivision shall comply with HUD regulations. The subdivision shall not define the family unit.
- **Special Improvement District**- Woodland Park Subdivision is in the Woodland Hills Special Improvement District, as recognized by Sheridan County and the State of Wyoming. As of the time of this Declaration, there are no assessments or SID's (Special Improvement Assessments). This SID exists solely for the purposes of the protection of Woodland Park Subdivision and the owners in the Subdivision. In the event that a homeowner(s) allows their property to become in serious neglect or abandonment, disrepair or non compliance with any covenants or design standards, the SID (Special Improvement District Board) may collect repair and/or maintenance charges which will be turned in to the Sheridan County Assessor and/or Treasurer for collection against Sheridan County Real Estate taxes for collection and become a lien against the property until paid.

- **Story** shall mean that portion of building including between the surfaces of any floor and the surface of the floor next to above, or if there is no floor above the space between the floor and the ceiling next above.
- **Structure** shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.01 Property. All of the property in Woodland Park Subdivision, located in the County of Sheridan, State of Wyoming are subject to these covenants, except Tract 3.

2.02. Additions to Property. Additional land(s) may become subject to this Declaration, if declarant wishes any additional phases of new subdivisions to join in on the same covenants and building standards.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

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

3.03. Quorum and Voting Requirements. Except as specifically stated in these Covenants, any action by or on behalf of the Homeowners' Association requiring approval of members shall be deemed approved when it receives the affirmative vote of Members that collectively hold more than 50% (of the outstanding votes of the Homeowners' Association).

ARTICLE IV FORMATION, POWERS AND DUTIES OF THE BOARD

4.01. Board. The affairs of the Homeowner's Association shall be conducted by a Board. The Board shall consist of three Members. Initially, all the Members of the Board

shall be the declarant and can be removed when 75% of the Lots in the subdivision have been sold by the LLC. After that time, the Members of the Board shall be elected for three (3) year staggered calendar year terms by a majority vote of the Members of the Homeowner's Association.

4.02 Powers and Duties.

- a). To enter into contracts, maintain bank accounts, purchase materials, labor, equipment and supplies necessary to perform functions of the Board, and conduct all reasonable business necessary or incidental to the operation of the Homeowner's Association;
- (b). To maintain and repair all common areas not dedicated to the public and any equipment storage buildings as applicable and to establish and maintain reserves for maintenance and repairs;
- (c). To enter into agreement with respect to assessment, collection and disbursement of Homeowner's Association funds;
- (d). To assess Lot Owners for funds necessary for the operation of the Board;
- (e). To enforce the provisions of this Declaration, place liens on Lots, and enjoin and seek damages from any Owner for violation of the Declaration;
- (f). To execute all Declarations of ownership for tax assessment purposes with regard to any of the common areas owned by the Homeowner's Association;
- (g). To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent owners, if the Board sees fit or secured by such assets of the Homeowner's Association as deemed appropriate by the lender and the Association;
- (h). To protect and defend the Common Areas from loss and damages by suit or otherwise, to sue or to defend in any court of law on behalf the Homeowner's Association;
- (i). To administer reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time. Amendments will be available to each owner within ninety (90) days after the end of each year in an annual report;
- (k). To perform other duties and responsibilities as otherwise set forth in the Declaration.

4.03 Liability Limitations. Neither the Declarant, any Member, the Board, nor any Agent thereof shall be personally liable for

- (i) debts incurred by the Homeowner's Association;
- (ii) the tort or contract of another Member, whether such Member was acting on behalf of the Homeowners' Association 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 Homeowner's Association.

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

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

ARTICLE V PROPERTY RIGHTS IN THE OPEN AREAS

5.01 Members' Easements of Enjoyment. Provisions of Sections 5.02 of this Article, every Member and every tenant of every Member who resides on a Lot, and each individual who resides with either of them on such Lot, shall have a right and easement of use, for recreation and enjoyment in and to the Open Areas, however, such easement shall not give such person the right to make alterations, additions or improvements to the Common Areas owned by Homeowner's Association.

5.02 Title to the Common Areas. Declarant will hold record title to the Open Areas that are not dedicated to the public for an indefinite period of time, subject to the easements set forth in Section 5.01 hereof. Declarant shall have the right and option (without the joinder and consent of any person or entity, save and except any consent, joinder or approval required by City of Sheridan) to encumber, mortgage, design, redesign,

reconfigure, alter, improve, landscape and maintain Open Areas, provided that Declarant fully and timely complies with any and all requirements of the City of Sheridan. At some point in time (deemed appropriate by the Declarant but prior to December 31, 2015), Declarant will convey free and clear title to the Common Areas to the Homeowner's Association for the purposes herein envisioned. Declarant reserves the right to execute any open space declarations applicable to the Open Areas which may be permitted by law in order to reduce property taxes, or which otherwise benefits the Members.

ARTICLE VI ASSESSMENTS

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

6.02 Interest. If any assessment remains unpaid 30 (thirty) days after the due date, the unpaid amount shall accrue interest at the rate of eighteen percent (18%) per annum.

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

ARTICLE VII INSURANCE, REPAIR, AND RESTORATION

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

- (1) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier;

- (2) Public liability and property damage insurance on a broad form basis;
- (3) Fidelity bond for all officers and employees of the Association having control over the receipt or disbursement of funds; and
- (4) Officer's and Director's liability insurance.

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

7.03. Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article VI of this Declaration to cover the deficiency.

ARTICLE VIII USE OF COMMON AREAS

The Open Areas owned by the Homeowner's Association and City rights of way through the subdivision may be used and enjoyed as follows:

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

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

8.03. Rules of the Board. All Members shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and a Member determined to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees.

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

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

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

ARTICLE IX

ARCHITECTURAL AND LANDSCAPE CONTROL

9.01 Appointment of Design Review Committee. The Association shall have a Design Review Committee consisting of not less than three (3) nor more than five (5) persons, as specified from time to time in the Development Standards by resolution of the Board. The Declarant shall appoint the initial members of the Design Review Committee. The Declarant shall have the right to appoint, augment or replace all members of the Design Review Committee until 75% of all the Woodland Park Lots are sold. Thereafter, the Association shall have and retain the right to appoint, augment or replace all members of the Design Review Committee.

9.02 Development Standards. The Design Review Committee shall establish reasonable procedural rules, regulations, restrictions, architectural standards, design guidelines and development standards (collectively the "Development Standards"), which the Design Review Committee may, from time to time in its sole discretion, amend, repeal or augment. The attached Development Standards shall constitute the initial Development Standards and are hereby deemed to be part of this Declaration, and shall be binding on all Owners, Members or other Persons as if expressly set forth herein. A copy of the current Development Standards shall at all times be a part of the Association's records. The Development Standards may include, among other things, those restrictions and limitations set forth in the Development Standards pursuant to resolution adopted by the Design Review Committee at the time the Homeowners' Association becomes a legal entity.

9.03 General Provisions.

- (a) The Design Review Committee may assess reasonable fees in connection with its review of plans and specifications.
- (b) The Design Review Committee may delegate its plan review responsibilities to one or more of its members or architectural consultants retained by the Design Review Committee. Upon such delegation, the approval or

disapproval of plans and specifications by such member or consultants shall be equivalent to approval or disapproval by the entire Design Review Committee.

- (c) The address of the Design Review Committee shall be the address established for giving notice to the Association, unless otherwise specified in the Development Standards. Such address shall be the place for the submittal of plans and specifications and the place where current Development Standards will be kept.
- (d) The establishment of the Design Review Committee and the procedures herein for architectural approval shall not be construed as changing any rights or restrictions upon Owners to maintain or repair their Lots as may otherwise be specified in this Declaration, the Bylaws or Association Rules.
- (e) The Design Review Committee shall approve or disapprove any plans and specifications submitted to it in accordance with the Development Standards within such period as may be specified in the Development Standards.

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

9.05 Additional Powers of the Committee. Standards such as additional architectural and landscape standards, rules and regulations as it deems to be appropriate and as are not in conflict with this Declaration. Without limitation, the Woodland Park Homeowner's Association Board may fix a fine of up to \$10,000 for failure to obtain required approval from the Design Review Committee.

ARTICLE X

10.01 Violation of Law or Insurance. No Owner or Member shall permit anything to be done or kept on his Lot or in or upon any Common Areas which will result in the cancellation of insurance thereon or which would be in violation of any law or these standards.

ARTICLE XI
GENERAL PROVISIONS

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

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

11.02 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owners subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The Rules, Regulations and By-Laws shall run perpetually, subject to the rights of the Members to terminate them. Such termination will take the consent of not less than seventy-five percent (75%) of the then Owners of record, agreeing to abolish the Rules, Regulations and By-Laws in whole or in part; provided; however, that no such agreements to abolish shall be effective unless made and recorded thirty (30) days in advance of the effective date of such change; and unless written notice of the proposed agreement to abolish is sent to every Owner at least ninety (90) days in advance of any action taken.

11.03 Amendments. The Rules, Regulations and By-Laws of this Declaration may be amended and/or changed in whole or in part, only with seventy-five percent (75%) of the Owners, evidenced by a document in writing bearing each of their signatures, and duly recorded in the land records of Sheridan County, Wyoming; or by a resolution passed by the majority of the Board evidencing the consent of seventy-five percent (75%) of the Owners and authorizing the President of the Association to execute such document.

11.04 Enforcement. Enforcement of these Rules, Regulations and By-Laws shall be by a proceeding initiated by any Owner, Declarant, any Member of the Homeowners' Association Board, or by the City of Sheridan against any person or persons violating or attempting to violate any Rule, Regulation or By-Law contained herein, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. They shall have an election and right, but not an obligation or duty, to enforce these Rules, Regulations, and By-Laws by a proceeding or proceedings at law or in equity. Notwithstanding any provision to the contrary in this Declaration, Declarant shall not have any duty, obligation, or responsibility to enforce any of these Rules,

Rules, Regulations and By-Laws. Failure by any party to enforce any Rule, Regulation or By-Law herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party. Further, and with respect to any litigation brought against the Board 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 Board or their members or representatives, the Board and/or their members or representatives so sued shall be entitled to recover their reasonable attorneys' fees from the person or entity bringing such action against it or them, the Board or their members or representative shall specifically be adjudicated liable to such claimant.

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

11.06 Severability. If any one of these Rules, Regulations and By-Laws is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Rules, Regulations and By-Laws shall not be affected thereby.

11.07 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

11.08 Notices to Owners. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

11.09 Disputes. Matters of dispute or disagreement between owners with respect to interpretation or application of the provisions (excluding Articles IX and X and issues concerning "substantial completion") of this Declaration or the Association Rules, Regulations and By-Laws, shall be determined by the Board. Matters pertaining to Articles

IX and X, and issues concerning "substantial completion" shall be determined by the Design Review Committee. These respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

**ARTICLE XII
MISCELLANEOUS**

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

- (a) The Declarant may modify any of the provisions of this Declaration of any Supplemental Declaration for the purpose of clarification, by recorded Supplemental Declaration; provided no such modification shall change the substantive provision of this Declaration or any Supplemental Declaration or materially alter the rights of any Owner established by any such document, prior to transferring the authority to appoint members of the Committee to the Owners pursuant to Section 9.01.
- (b) The Owners may, at any time after the recording of this Declaration, modify any of the provisions of this Declaration or any supplemental Declaration by recorded Supplemental Declaration, to further the purposes set forth in Section 1.1, upon the vote of the Owners of three-fourths (75%) of the Lots within the Properties.

IN WITNESS WHEREOF, Woodland Park, LLC, being the Declarant herein, has caused this instrument to be executed the day and year first above written.

Woodland Park, LLC

By: *Floyd J. Fleming*
Floyd J. Fleming

Phyllis J. Fleming
Phyllis J. Fleming

Jane P. Clark
Jane P. Clark

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 16th day of October, 2008,
by Floyd J. Fleming, as member of Woodland Park
LLC. Phyllis J. Fleming
 Jane P. Clark

WITNESS my hand and official seal.

Notary Public *[Signature]*

My Commission Expires: 5-13-10



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EXHIBIT 'A'

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block 1; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block 3, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 4, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29, Block 5, Lot 1, Block 6, Tract A, Tract B, Tract C, Tract 1, Tract 2 and Tract 4 in Woodland Park Subdivision, Phase 1 recorded May 22, 2008 in Drawer W, Plat #61.

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