

**THIS DECLARATION CONTAINS NO RESTRICTION BASED
ON RACE, COLOR, GENDER, RELIGION, OR NATIONAL ORIGIN.**

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VALLEY PARK 3RD ADDITION**

THIS DECLARATION of Protective Covenants, Conditions and Restrictions (this
“**Declaration**”) is made by The Ridge, LLC, a Wyoming Limited Liability Company,
 (“**Declarant**”);

PROTECTED PROPERTY

Declarant is the owner of real property located in Sheridan County, Wyoming:

All lands and lots contained in the Valley Park 3rd Addition, a subdivision to the
City of Sheridan, Sheridan County, Wyoming, according to the plat recorded
December 4, 2024, Instrument No. 2024-796040, as Plat No. V-24.

(hereinafter the “Development” or the “Property”)

Declarant desires to establish protective covenants, conditions, and restrictions which shall
be binding upon all persons who may hereafter acquire an interest in the Development which
Declarant intends to develop with townhouse improvements.

In consideration of the foregoing, Defendant hereby declares and establishes the following
protective covenants, conditions and restrictions, which shall be binding upon the Property and all
of which shall be binding upon and enforceable against all subsequent owners of any interest in
the Property.

Reservation of Easements: Declarant reserves for itself, its successors and assigns,
easements over, under and through each lot, and the right to ingress and egress to the extent
reasonably necessary to exercise its rights for: utility easements shown on the plat of the
Development; maintenance of the water and sewer lines and system; lawn care and snow removal;
maintenance of Development fences and common areas; and any other action reasonably necessary
for the upkeep, maintenance, repair, or improvements within the Development.

Declarant intends to develop other areas of land within the City of Sheridan, Wyoming.

SUBMISSION OF REAL ESTATE

Declarant hereby declares that, in addition to all applicable governmental laws and
ordinances, the following terms, covenants, conditions, easements, liens, reservations, restrictions,
uses, locations, and obligations are adopted and shall be deemed to run with the Property, as
hereafter defined, and shall be a burden and benefit to any person or persons acquiring or owning

an interest in the Property and any improvements thereon, their grantees, successors, heirs, personal representatives, administrators, devisees, transferees, or assigns.

DEFINITIONS

Section A. "Association" shall mean and refer to the VALLEY PARK HOMEOWNERS ASSOCIATION, INC., a Wyoming Non-Profit Corporation, its successors, and assigns. Members of the Association shall be the Owners of Lots within the Property.

Section B. "Owner" shall mean and refer to the record owner, including the Declarant, whether one or more persons or entities of the fee simple title of any Lot which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation. While nothing herein shall limit the ability of an owner to rent an owner's residence, multi-family dwelling, apartment or other dwelling to residential tenants, such tenants shall not be considered as owners under the terms of this Declaration.

Section C. "Property", "Development" or "Valley Park 3rd Addition" shall mean and refer to Lots 1 (A&B) – 13 (A&B), Lots 14 (A&B)-15 and Outlots A, B, and C of Valley Park 3rd Addition and such other lands as may hereafter be added to or brought within this Declaration and/or the jurisdiction of the Association by amendment of this Declaration, annexation, or otherwise.

Section D. "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, and shall include, without limitation, Outlots A, B, and C. "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 entities.

Section E. "Roads and Easements" shall mean and refer to all roads, streets and easements shown on the recorded plat of the Valley Park 3rd Addition.

Section F. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision plat of the Property, together with any improvements thereon, with the exception of the Common Area.

Section G. "Common Expenses" shall mean and refer to maintenance, insurance, taxes, repair, operations, debt repayment, management and administration expenses, legal and accounting expenses, management fees and other expenses declared by the provisions of this Declaration or by the Bylaws and Articles of Incorporation of the Association to be Common Expenses or assessable against Owners of Lots, and all sums lawfully assessed to maintain, administer, and operate the Common Area by the Association. Common Expenses shall include, without limitation, the cost to irrigate and maintain all landscaping and other improvements to the Common Area of Valley Park 3rd Addition.



Section H. "Declarant" shall mean and refer to The Ridge, LLC, a Wyoming limited liability company, and/or its successors and assigns, who, by written instrument executed by the then-current Declarant, and recorded in the Office of the County Clerk of Sheridan County, Wyoming real estate records, agrees to an assignment of all or a portion of the duties and/or rights of Declarant, as described herein.

COMMON AREAS AND MAINTENANCE

Private Road and Water/Sewer: As shown on the plat, the road within the Development is a private road to be maintained by the Association. Within the Development, water and sewer lines to/from each lot are the sole responsibility of the Association and City of Sheridan is held harmless from the maintenance, repair, or replacement of such water/sewer system.

Common Areas: Within the development, all areas not designated as Lots are considered common areas, including the water system, road, and green space. Outlots A, B, and C shall be owned or controlled by the Association for common use and enjoyment of the Owners.

- a) Destruction of Common Areas: If the Common Area or a portion thereof is destroyed by fire or other casualty, the Board of Directors of the Association may replace or repair the Common Area if the Board of Directors determines that such replacement or repair is in the best interest of the Owners of the Property. The cost of such repair or replacement shall be a Common Expense that may be assessed against each Owner as defined herein.

Mutual Enjoyment: Each Lot Owner shall have the right of enjoyment of common areas and his or her lot, subject to the conditions, restrictions, and obligations imposed by these covenants and the right of the Declarant and Association to govern such use, and to maintain, repair, and improve common areas.

LOTS AND IMPROVEMENTS

Lots: Each Lot within the Development is described by a lot number upon the recorded Plat for the Development. A Lot Owner shall mean the record owner (whether one or more persons or entities) of the fee simple title to a Lot but shall not include a holder of a mortgage or debt unless and until such holder acquires Title pursuant to foreclosure or proceeding in lieu of foreclosure.

Improvements: Lots shall be improved pursuant to a common scheme for the Development. The exterior of all Improvements shall be coordinated with the Association so as to provide for a cohesive aesthetic within the Development.

Sheds and Outbuildings: Sheds or outbuildings shall be permitted on a Lot, but shall not have a foot print any larger than eight feet (8') by eight feet (8').

Exterior Changes: No change to the exterior of any improvement within the Development may be made without the written approval of the Declarant or Association.

Fences: All fences on each Lot must be four (4) feet back from the front of each Townhouse located on Valley View Drive. No galvanized fences shall be allowed. No fence shall be constructed higher than five feet two inches (5'2"). Any fence must not impede access to common areas and must be gated to allow ease of access for maintenance.

- a) Lots 1A-7B on the Western Boundary have specific fencing covenants as follows: Four feet (4') black chain link fence to be installed along the Lot border with Outlot A. If said fence is damaged, it must be replaced or fixed at the expense of the Owner of that Lot where the damage occurred. Any fence constructed in between Lots must not exceed four feet (4') in height for the first twelve feet (12') from the west boundary. After the first twelve feet (12'), the fence height shall not exceed five feet two inches (5'2") and cannot go past four feet (4') from the front of the Townhouse.

Further Subdivision: The Declarant reserves the right to further subdivide Lot 15, which shall be governed by these Covenants and incorporated herein as if they were already subdivided. The Declarant also reserves the right to impose further requirements or restrictions on Lot 15 when subdividing.

Building and Set-Back Requirements: The location and set-back of each building on any Lot shall be consistent with all applicable governmental zoning ordinances, subdivision regulations and building codes. No portion of any improvement or building on a Lot may encroach upon another Lot.

PARTY WALLS

Party Wall Declaration: Each common wall within the Development is declared to be a party wall. Each of the Owners shall have a mutual, non-exclusive easement on that part of the footing, foundation, and common wall of adjoining lots for lateral support and structural integrity, which easement does attach to and run with the lands described herein, both a benefit and a burden as to each adjoining Lot.

As to party walls, each adjoining Lot Owner has a shared risk of loss of the common wall and shall be equally and mutually responsible for any expense of improving, maintaining, and repairing the party wall.

CREATION OF ASSOCIATION

Homeowners Association: A Homeowners Association, known as the Valley Park Homeowners Association, Inc. will be created pursuant to W.S. §17-22-102 et seq. Declarant, or its designee, shall serve as the officer of the Association until such time as Declarant desires, or after the sale or transfer of 90% of the Lots in the Development, whichever occurs first. At such time, the Board of Directors of the Association shall consist of three (3) Lot Owners duly elected in accordance with the Bylaws of the Association.

Purpose: The Association is created to and shall be responsible for maintenance of improvements and common areas, snow removal and lawn care within the Development, garbage

collection fees, city water and sewer, assessing and collecting from Lot Owners, maintaining a policy of liability insurance, and such other acts as are reasonably necessary to carry out its purposes.

Dues: Upon acceptance of ownership within the Development, each Lot Owner agrees to pay to the Association, on an annual basis or other periodic basis as otherwise determined by the Association, dues in the amount established by the Association. Each improved lot shall be assessed equally, but the Association may, but is not obligated to, provide for different assessments for lots that are not improved.

Initial Sale: Assessment amounts may be collected up to one year in advance by Declarant upon the sale and conveyance of Lots, as provided for by contract with the Purchaser.

Default and Lien Rights: Any assessment not paid when due shall accrue interest at the rate provided below, and may be enforced by a lien recorded upon the Lot in default, or by any other right or remedy provided for by law or equity.

USE AND RESTRICTIONS ON USE

Uses in General: Each Lot within the Development shall be used only for Residential Purposes. The Property may be used for any lawful purpose not specifically prohibited herein or by any applicable zoning or other laws, regulations or ordinances.

Lot Appearance: The front yard and approach of each Lot shall be kept free of clutter. Personal property items, such as toys, bicycles, recreational gear, etc. shall be stored or only allowed to remain outside in the back yard of a lot. No portion of the subdivision shall be allowed to accumulate, or be used as a dumping ground for rubbish, trash, garbage, or other waste or unsightly materials. All waste and refuse are to be kept in closed containers appropriately screened from public view.

Sidewalks: Sidewalks in front of each Lot shall remain unobstructed.

Use Restrictions: The following uses shall not be conducted or permitted:

- a) Any public or private nuisance.
- b) Any obnoxious odor or obnoxious activity.

Mobile Homes Prohibited: No mobile home shall be permitted upon any Lot at any time. A "mobile home" is defined as a live in unit, manufactured with an integral towing device or wheels, whether or not the device or wheels are subsequently removed. This restriction shall not prevent the temporary parking and occasional use of a camping trailer or motor home, so long as the unit is parked on a suitable surface and is not used as a temporary or permanent residence.

Junk Vehicles Prohibited: No derelict, non-functional, unregistered or abandoned vehicles shall be permitted to be located or stored upon the property in public view.

No Outbuildings: No structures of a temporary or permanent character, barn, shed, garage, or other outbuilding shall be placed or erected on any lot or common area, except as may be authorized upon written application to, and written approval by, the Association.

Parking: Each lot has two designated parking spaces — the garage and the driveway in front of the garage. Street parking is allowed, but subject to the requirements of City of Sheridan Ordinances.

Quiet Hours and Pet Control: Quiet hours within the Development shall be from 10 p.m. to 7 a.m., during which time noisy activities are prohibited and pets shall not be allowed to bark. No vicious animals are allowed in the Development. Pets should be leashed, and waste must be promptly removed and disposed from grass.

Drainage: Each Owner of a Lot shall maintain the grading and drainage patterns of the Lot as indicated in the subdivision plans on file with the City of Sheridan, Wyoming. No chemicals or petroleum products shall be allowed to drain into storm drains or street gutters, but this Paragraph will not prevent the application in normal quantities of customary insect, animal, or plant control substances, fertilizers, and plant foods on Lots even if run-off from the Lots could carry these substances into the storm drain system.

DURATION, MODIFICATION AND ENFORCEMENT

Term: This Declaration shall run with and bind the Property in perpetuity.

Amendments: This Declaration may be amended by Declarant, or in the event Declarant no longer retains an interest in any of the Property, then upon the written consent of all Lot Owners. Amendments to this Declaration shall be in writing, properly executed, acknowledged and recorded with the Sheridan County Clerk and Recorder.

Enforcement: These Covenants may be enforced by any record owner of any Lot and/or the Declarant. Enforcement may be by any appropriate proceeding at law or in equity by Declarant, against any Person violating or attempting to violate such provisions, either to restrain such violations, to enforce liability, or to recover damages, or by any appropriate proceeding at law or in equity against the Lot in question to enforce any lien or charge arising by virtue hereof. In addition, the party enforcing the Covenants shall be entitled to receive from the person or entity violating the same, all reasonable attorney's fees and all other costs incurred in enforcing said covenants. Declarant shall not be liable for enforcement of or for failure to enforce said provisions, and failure of Declarant to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Severability: The invalidity of any one or more of the provisions of this Declaration shall in no way affect any of the remaining provisions, which shall remain in full force and effect.

Controlling Law: This Declaration shall be construed and governed under the laws of the State of Wyoming.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS DECLARATION, THE ASSOCIATION CANNOT BE DISSOLVED WITHOUT THE WRITTEN CONSENT OF THE CITY OF SHERIDAN, WYOMING.

Dues: Financial compensation by means of dues shall be collected annually by the Association. Dues shall be used for insurance, taxes, maintenance of common spaces, and other reasonable expenses deemed necessary by the Association and Declarant. Estimated dues will be three hundred dollars (\$300.00) which are subject to change depending on the Association and Declarant decisions.

Delinquency: Any assessment or other amount due from an Owner as provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each amount not paid within thirty (30) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed ten dollars (\$10.00) or ten percent (10%) of the amount due, whichever is greater, regardless of the number of individual amounts due. If any such amount or assessment is not paid within thirty (30) days after the delinquency date, the assessment or amount shall bear interest from the date of delinquency at the rate of eighteen percent (18%).

Association's Performance of an Owner's Duties: In the event any Owner fails to comply with the provisions of this Declaration, the Association shall be entitled to take whatever lawful actions are necessary to enforce the provisions hereof including performing such duties on behalf of the Owner including as an example, but not limited to, unapproved storage of recreation vehicles, unapproved fencing, or other construction. If the performance of an Owner's duties by the Association requires the Association or its delegates to enter onto the Lot of an Owner for such purposes which shall include but not be limited to cutting of weeds, erosion control, and trash clean up, such entry shall be deemed to have occurred with the consent of the Owner and shall not constitute a trespass. The Association shall be entitled to recover all costs, expenses and attorneys' fees incurred by the Association in performing the duties of an Owner. If the Owner fails or refuses to pay the Association for such amounts within thirty (30) days from the date invoiced by the Association, the amounts, including late charges and interest, shall constitute a lien against the Owner's Lot together with the Owner's interest in the Common Area, and shall have the same priority, and shall be documented, evidenced, attached, enforced and accompanied by the same benefits as the lien for non-payment of assessments described in this Declaration.

Legal Proceedings: If any Owner violates or attempts to violate any of the covenants or provisions described in this Declaration, it shall be lawful for the Association to prosecute any proceedings at law or in equity against the person or persons violating any such covenant, and either to prevent him or them from so doing or to recover damages or other assessments for such violation. Only the Association has the right to bring a proceeding to enforce these Covenants or to collect assessments.

If any Owner, or an Owner's family, invitees, licensees, tenants, or subtenants, violates the terms of this Declaration, such Owner shall be liable to the Association for all costs, expenses and reasonable attorneys' fees incurred by the Association in enforcing the terms of this Declaration, regardless of whether suit is filed by the Association. If the Owner fails or refuses to pay the

Association for such amounts within thirty (30) days from the date invoiced by the Association, the amounts, including late charges and interest, shall constitute a lien against the Owner's Lot together with the Owner's interest in the Common Area, and shall have the same priority, and shall be documented, evidenced, attached, enforced and accompanied by the same benefits as the lien for non-payment of assessments described in this Declaration.

Imposition of Charges and Fees: The Association, through its Board of Directors, may recover reasonable attorney fees and other legal costs for collection of assessments and other actions to enforce these covenants or the power of the Association, regardless of whether or not suit is initiated.

Cumulative Remedies: The liens for unpaid assessments and unpaid amounts due from Owners and the rights to foreclosure and sale described in this Declaration shall be in addition to and not in substitution for any other rights and remedies which the Association and its assigns may have by law, including a suit to recover a money judgment for such unpaid amounts and assessments.

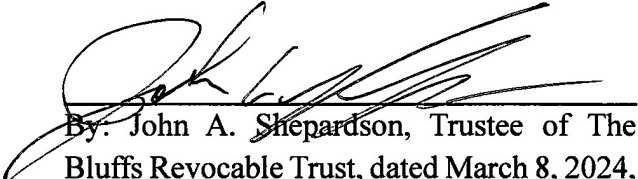
Condemnation of Common Area: If at any time, or from time to time, all or any portion of the Common Areas, or any interest therein, is taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, any award in condemnation shall be paid to the Association and deposited into its operating fund. No Owner shall be entitled to participate as a party, or otherwise, in any proceedings relating to such condemnation, such right of participation being herein reserved exclusively to the Association which shall, in its name alone, represent the interests of all Owners.

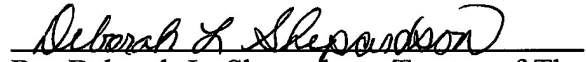
Invalidation: Invalidation of any one of the covenants or provisions in this Declaration by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

Liability Of Declarant and Association: To the maximum extent permitted by law, the Declarant, the Association, the Architectural Review Committee, and the managers, directors or officers of the Declarant and Association, and any other committee or office established hereunder shall not be liable to any Owner or any other person for any error or omission unless the person against whom a claim is asserted has personally acted with intentional bad faith or malice toward the person making the claim. To the maximum extent permitted by law, the Declarant, the Association, and the managers, directors and officers of these entities shall not be liable or responsible in any way for any defects in plans or specification submitted nor for any structural or other defects in any work done according to such plans and specifications nor for errors in the on-site location of any construction.

IN WITNESS WHEREOF, this Declaration has been executed by the Declarant this 16 day of July, 2025.

**The Ridge, LLC,
A Wyoming Limited Liability Company**

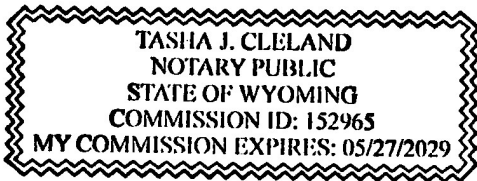

By: John A. Shepardson, Trustee of The
Bluffs Revocable Trust, dated March 8, 2024,
Member and Manager



By: Deborah L. Shepardson, Trustee of The
Bluffs Revocable Trust, dated March 8, 2024,
Member and Manager

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by John A. Shepardson and Deborah L. Shepardson, Trustees of The Bluffs Revocable Trust, dated March 8, 2024, Members and Managers of The Ridge, LLC this 16th day of July, 2025.

Witness my hand and official seal.




Notary Public

My commission expires: May, 27, 2029

NO. 2025-800617 DECLARATION OF COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
YONKEE & TONER P O BOX 6288
SHERIDAN WY 82801