



**DECLARATION OF COVENANTS
INDIAN PAINTBRUSH ESTATES SUBDIVISION
WHICH SUPERSEDES AND VACATES PRIOR COVENANTS RECORDED IN
OFFICE OF THE COUNTY CLERK OF SHERIDAN COUNTY AS DOCUMENT
NO. 534944 ON MARCH 22, 2006, IN BOOK ~~1~~ OF PLATS, PAGE 4,**

IPEHOA, herein the "Declarant," hereby declares that all of the lands within the Indian Paintbrush Estates Subdivision, as more particularly described and laid out in that certain plat prepared by MC2 Engineering, P.C., approved by the County Commissioners of Sheridan County on March 7, 2006 and recorded in the Office of the County Clerk of Sheridan County as Document No. ⁵³⁴⁹⁴⁴ on 3/22/06 in Book of Plats, page ~~4~~, shall be subject to the following easements, covenants, restrictions, and conditions:

1. **Lots Defined.** These Covenants shall apply to each and every of the twenty-two (22) numbered lots of Indian Paintbrush Estates Subdivision, as designated and shown on the aforesaid plat (herein referred to as "Lot" or "Lots"). Each covenant herein shall apply to each such Lot, shall be binding upon and run with the land.
2. **Subdivision.** No Lot shall ever be further divided, subdivided, split, or partitioned in any manner.
3. **Residential.** All Lots shall be used only for residential purposes, including any home business or home occupation use as permitted under the applicable zoning regulations of Sheridan County, Wyoming, as now in effect or as hereafter from time to time amended or promulgated. Provided, however, no sign denoting any such business shall be placed on the Lot greater in size than two square feet and no such sign shall be illuminated. Any such home business shall be operated exclusively within the interior of the home or within the interior of the garage/accessory building on the Lot and shall not result in any equipment, tools, or product being placed outside or visible to other Lot owners. Provided, further, such home business or home occupation occurring on a Lot may not result in an increase in vehicular traffic to that Lot which is above and beyond what would otherwise be reasonable if that Lot were used only for 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 Lot were used only for residential purposes. No driveway entrance shall exceed thirty (30) feet in width and no parking lot area shall be allowed which is greater in size than would be reasonable for a residence. For purposes of illustration, permitted home business or home occupation 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 the home or garage/accessory building, or the operation of a sales office within the residence for the sale of a product which is not inventoried on the Lot or within the residence but is being sold off-site of the Lot.



4. Construction.

- a. New Construction/Time for Completion.** Any building erected on the Lot shall be on-site new construction with new quality materials. Buildings shall not be placed on or within any area designated as a wetland on the Final Plat of the Indian Paintbrush Estates Subdivision. No owner of a Lot shall erect or place any mobile homes, factory constructed or other modular residential buildings on a Lot. Trailers shall not be used as a permanent residence during construction or thereafter. Notwithstanding any other provision contained in this Declaration of Covenants, trailers may be used for construction purposes during construction of the house or garage/accessory building. Once construction of a structure is commenced on a Lot, construction of that structure shall be completed within eighteen (18) months of commencement. Mobile homes shall not be used as temporary or permanent residences at any time. No building materials shall be stored on any Lot for more than ninety (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 Lot of the subdivision, the said Lot and area shall be kept as neat and orderly as possible.
- No structure on any Lots may be inhabited until it has been completely enclosed and substantially completed and sanitary facilities and utilities have been installed.
- b. Compatibility of Improvements.** All buildings, fencing, and any other improvements constructed on a Lot shall be appropriate in character, design, color, and architecture in relation to the general area and to the other homes in the subdivision. No unusual design, styles, or construction methods shall be allowed (for illustration purposes only – there shall be no geodesic domes, no straw bale structures of inferior construction quality or design than what is typical in the area, and no underground homes).
- c. Colors of Improvements.** All buildings and improvements will be painted, stained, sided, and roofed in primarily earth tone colors so that they shall blend with the land and the surrounding area and homes as much as possible.
- d. Number of Buildings Per Lot.** No buildings shall be erected, altered, placed, or permitted to remain on a Lot other than one (1) detached single-family primary residential dwelling, with a private attached garage, and a maximum of one (1) additional accessory building for uses such as a studio, additional garage, workshop, recreation room, storage area, or any combination thereof.



- e. Minimum Square Footage for Homes.** Every primary residential dwelling that is a single story home shall have a minimum of 1,600 square feet of above-grade finished living area. Every primary residential dwelling that is a two story home (above grade) shall have a minimum ground level floor area (i.e., footprint) of no less than 1,500 square feet of finished living area on the ground level. No primary residential dwelling shall exceed two stories above finished grade (not including a standard basement level). No basement area will be considered a part of the finished floor area requirements, and no basement shall extend higher than thirty-six (36) inches from the highest point of the finished grade elevation of the primary residential dwelling.
- f. Accessory Buildings.** Accessory buildings shall not exceed 1,800 square feet on the ground level, shall be of properly framed construction, and shall be sided only with materials allowed in the following paragraph. No accessory buildings shall exceed a height of ten (10) feet at the highest point of the sidewall or eighteen (18) feet at the roof peak. Provided, further, an accessory building constructed on a Lot shall be constructed in a style that matches the primary residential dwelling constructed thereon, and the siding and roof materials and colors of both buildings shall be the same.
- g. Permitted Sidings.** Each primary residential dwelling, and all additional accessory buildings, shall be sided with the following materials:
- i) Properly painted, stained or treated cedar siding which shall be properly maintained after installation;
 - ii) Properly stained, painted or treated logs with a minimum diameter or thickness of seven (7) inches which shall be properly maintained after installation;
 - iii) Traditional stucco, Drivit or other high quality stucco-like siding;
 - iv) Masonry (natural or cultured stone or brick);
 - v) High quality manufactured/composite siding (examples of such permitted composite siding include "CertainTeeds," WeatherBoards," "James Hardie's," "Hardiplank Lap Siding," or "Hardisshingle Siding" and other such higher than average manufactured siding approved by the committee) that is in the form of a traditional lap siding or shake panels and which meets all of the following minimum criteria:
 - (a) the color warranty on the siding products is a minimum of fifteen (15) years;
 - (b) the durability warranty on the siding product is a minimum of fifty (50) years;
 - (c) the reveal of such a lap siding does not exceed seven and a quarter (7-3/4) inches;
 - (d) the siding is properly installed according to manufacturer specifications;
 - (e) metal siding must be seamless and higher quality.
- h. Soffit and Fascia.** All soffit and fascia shall be considered a part of the siding and shall be installed using new quality material and in accord with the siding materials allowed in paragraph 4.g. above; provided, however, metal soffit and fascia over seven (7) inches in height shall have a stepped appearance. Provided, further, whenever metal soffit and fascia is used, that area where the rake

fascia board meets the horizontal soffit from the side of the house, that connection shall be finished by boxing in the connection so that it has a finished appearance.

- i. **Trim Boards/Windows and Door Casing.** Should any building be sided with any material other than those permitted sidings listed in paragraph 4.g. (ii), (iii) and (iv) above, then all exterior windows and doors shall have a minimum of 3-1/2 inch, and a maximum of 6 inch, trim boards which case all windows and doors and shall have corner boards with a minimum width of 3-1/2 inches, and a maximum of 6 inches, on each corner of the building.
- j. **Front Elevation – Masonry Requirement.** A minimum of twenty percent (20%) of the elevation of all primary residential dwellings that face Indian Paintbrush Road shall be faced with masonry (i.e., either natural or cultured stone or brick).
The intent of this paragraph is to require a certain portion of all improvements that you see from Indian Paintbrush Road to be faced with a better than average attractive and natural appearance. For purposes of calculating the 20% masonry requirement, the total area of the building that faces Indian Paintbrush Road shall be calculated by excluding the area of the windows, doors, garage doors, and gable ends of that elevation – the remaining area of the building's elevation shall be the total area of which 20% must be faced with masonry.
Provided, further, certain architectural details that are faced with masonry shall apply in fulfilling this masonry requirement. That is, details like masonry porch columns or pillars, masonry retaining walls, fireplaces with masonry exposed to the exterior elevation, and other such masonry details, shall be applied toward this 20% requirement.
Provided, further, if a primary residential dwelling or accessory building has more than one elevation facing Indian Paintbrush Road, this requirement shall apply to that elevation that mostly faces the road, unless collectively the elevations facing Indian Paintbrush Road meet this requirement.
- k. **Prohibited Sidings.** No primary residential dwelling nor any accessory building erected on a Lot shall be sided with any of the following materials, which are prohibited as such are typically inferior and less than average in quality and appearance, to-wit:
- i) plywood or any wood sheet panel siding;
 - ii) vinyl siding;
 - iii) pressed board, hard board siding, or other such inferior grade composite siding;
 - iv) exposed unfinished cement or concrete block (no more than thirty (30) inches of unfinished concrete for a basement/foundation wall shall be left exposed in its unfinished condition);
or
 - v) any other inferior siding.
- l. **Roofing Requirements.** All major roof lines of any primary residential dwelling shall be pitched with at least a 6/12 pitch, provided, however, the roof pitch of porches, dormers, and other ancillary roof lines shall not be less than a 4/12 pitch. All buildings constructed on a Lot shall have a

roof of at least eighteen (18) inch overhang. No roof of any other structure erected on a Lot shall be pitched less than a 4/12 pitch. Permitted roofing materials shall not be in any unusual color and are limited to: (i) tile or slate; (ii) asphalt shingles (provided, however, if asphalt shingles are used, they shall be the architectural design with the "shake" look and shall be of a quality with at least a 40-year rating, (iii) high quality composite shakes, (iv) real cedar shakes, (v) metal roofing with a baked enamel or high quality coated finish and in an architectural grade with concealed screws/fasteners, or (vi) other such higher than average roofing material.

- m. Sheathing and Exterior Framing Requirements.** All construction shall use sheathing (except in types of construction where sheeting is not required, like logs) meeting at least the following minimum requirements: (i) all wall sheathing shall be at least 7/16 inch plywood, OSB or comparable sheathing product; (ii) all roof sheathing shall be at least 5/8 inch plywood, OSB or comparable sheathing product; and (iii) all subflooring shall be at least 3/4 inch plywood, OSB or comparable subflooring product. Additionally, all exterior stud walls shall be framed with studs on at least 16 inch centers. The purpose of these requirements is to ensure the quality of the exterior appearance of the buildings shall be long lasting and shall not sag or develop a lower quality appearance because of lesser construction products used for exterior sheathing/framing.
- n. Fences.** There shall be no chain-link fences. Woven fence must be 2 inch x 4 inch squares with a minimum 1 top rail (except for the exterior fences of the subdivision for purposes of keeping livestock out, and as further described in Section 15), no concrete block fences nor any other unusual type of fence not common to the area on any Lot. All permanent fences to be constructed on a Lot shall be subject to approval by the Association, as such approval process is set forth herein. Provided fences to protect trees or vegetation do not require such approval.
- o. Other Improvements.** Any swimming pool (with the exception of children's wading pools not exceeding eight (8) feet in diameter), tennis courts, or other outdoor recreational facilities, which are to be constructed must have prior approval as to design and location.
No permanent clothes line posts will be erected on any of said Lots. Any clothes lines posts or poles shall be of the removable type, and must be enclosed or screened from obvious view.
No television or other communication towers or structures shall be placed in front of the front line of the house, and any such tower or structure which exceeds three (3) feet above the building roof line shall be first approved by the architectural committee.
- p. Submission of Proposed Plans to Home Owners Association/Review Process.** No residence, 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 the plans for construction have been approved by the Home Owners' Association as to the location (footprint) of all structures, quality of workmanship and materials, harmony of external design, including color, with workmanship and materials, harmony of external design, including color, with the existing structures, location with respect to topography, finish grade, elevation, in compliance with the covenants and restrictions contained herein.
Whenever an owner of a Lot wishes to construct a primary residential dwelling, an accessory building, or any permanent improvement/construction, the owner shall submit to the President of the Home Owners Association (herein "Association") three (3) full sets of building plans for such



proposed construction. Such building plans shall show all exterior elevations of the proposed building(s) and shall designate all the materials and colors to be used for all exterior material so that the Association has sufficient information to evaluate if the proposal meets the requirements set forth herein. Additionally, the owner shall submit color samples of all such materials for the Association's review process.

Upon receipt of such plans, the President shall call a special meeting of the Association for the purpose of reviewing the plans and samples submitted as soon as possible, but in no event shall such meeting occur later than twenty (20) calendar days from the date of the president's receipt of the plans and samples. At said meeting, each owner shall have the opportunity to comment on the plans and discuss the same. At the conclusion of the discussion, the Association shall vote on its approval of the proposed plans and samples. Each Lot shall be entitled to one vote, pursuant to the terms set forth in the Covenants. The Association shall issue a written statement outlining the results of said vote and whether the Association approved or denied the proposed plans and samples. In the event the Association fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. If denied, the Association shall further provide a written summary of the reasons for such denial and shall provide the same to the Lot owner who proposed the plans within ten (10) days from the date of said meeting. The person submitting the plans shall have the right to make application to the Association for review of its decision and may request a variance from the restrictions.

In the event the Association approves the preliminary plans and specifications, then, prior to construction, final plans and specifications must be submitted to the Association in complete and detailed form, to assure conformance of the final plans and specifications with the preliminary plans and specifications.

Those Lot owner(s) who are unable to attend said meeting may give another Lot Owner his/her written proxy, as provided hereafter, or may submit a written vote for approval/disapproval of the proposed plans and samples to the President at or before said meeting and that written vote shall be deemed the vote of that Lot owner. In the event a Lot owner fails either to attend the meeting, vote by proxy, or by a written vote, the Lot owner shall be deemed to have voted for approval of the plans and samples.

No construction on the proposed building(s) shall commence until its plans have been reviewed by the Association.

Neither the Homeowners' Association, its Members, nor the Declarant shall be liable to any Owner or other person for any damage or loss suffered or claimed on account of (a) the approval or disapproval of any Plans, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, or (c) the development or manner of development within the property. Approval of plans by the Association 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.





- q. **Express Intent of Architectural Control and Possibility for Variance.** It is the intent of these Covenants to ensure that the homes and accessory buildings constructed within Indian Paintbrush Estates Subdivision are higher than average homes in terms of quality, appearance, and styling. The Lot owners wish to promote a high quality of construction and appearance for each building to be constructed in the subdivision to protect each other's desired lifestyles and property values. As further provided hereafter in the covenants, the Association, in exercising its architectural control of the subdivision, may grant a variance to an Owner, upon the Owner's written request, to allow the primary residential dwelling or accessory building to be constructed, sided or roofed in some material other than those expressly permitted above. The Association acknowledges that there may be a type of construction, siding, roofing, or other materials proposed that may be otherwise prohibited herein but because of the overall high quality of construction, appearance and style of the proposed residence or building the Association may desire, as a group, to allow such and grant a variance.
5. **General Improvement Setback.** No Improvement shall be constructed closer to any property line than allowable under applicable county regulations. Consideration should be given to place structures so as not to disrupt the view of neighboring Lot owners and to provide continuity with the natural surroundings.
6. **Exterior Lighting.** Only standard residential lighting shall be used to illuminate a Lot. All outside lighting shall be arranged, directed, and/or shielded so as to prevent any such light shining onto or at the adjacent road and/or Lots.
7. **Utilities/Easements.**
8. **Water Storage Tanks.** No surface or above-ground water storage tanks or containers shall be allowed within the subdivision.
9. **Parking of Vehicles, Machinery and Equipment.** No parking is allowed on Indian Paintbrush Road. Off-street parking for at least two (2) vehicles shall be provided on each Lot. Private vehicles which are used on a daily basis and are used regularly do not need to be stored in the manner described below. Vehicles which are not in running condition or are in a state of disrepair, machinery and equipment shall not be placed or stored anywhere on a Lot unless enclosed in a garage or accessory building and out of the view of other Lot owners. Maximum of three (3) trailers, RV's, campers, boats, recreational vehicles, or other like vehicles allowed (i.e. you can have 1 RV or camper, 1 boat, and 1 trailer however you cannot have 2 of the same i.e. 2 boats, 2 campers, or 2 trailer.) and they must be parked on a designated parking pad constructed of gravel, concrete, or pavement and each vehicle of the like must be fully operational and maintained in a manner reasonably fitting with the character of the entire subdivision. (These trailers, RV's, campers, boats, recreational vehicles, and other like vehicles must be

solely owned and registered by lot owner or a member of IPEHA and only parked when a residential structure is built on Lot.) Designated pad must be submitted and approved by Indian Paintbrush Homeowners Association.

- 10. Livestock and Pets.** No livestock of any nature shall be kept, raised, or maintained on a Lot("Livestock" shall include but not be limited to horses, ponies, burrows, mules, donkeys, cattle, sheep, pigs, goats, llamas, peacocks, turkeys, chickens, and any other such animals not customarily kept as household pets in the area.) Commercial animal husbandry shall not be practiced in any form, and all pets shall be maintained for personal and family use only. Dogs and cats shall not be permitted to run at large and shall be kept controlled by the owner thereof on an owner's Lot in a reasonable manner and shall at all times be kept from creating a nuisance or disturbance to other Lot owners within Indian Paintbrush Estates Subdivision, or from harassing wildlife.
- 11. Firearms, Fireworks and Hunting.** Hunting is not allowed, no firearms shall be discharged, fireworks only the week of the 4th until midnight and New Years Eve until 12:30 am within the Indian Paintbrush Estates Subdivision.
- 12. Hazardous, Noxious, or Offensive Activities.** No hazardous, illegal, noxious, or unreasonable loud or offensive activities shall be permitted within the Indian Paintbrush Estates Subdivision, nor shall anything be done or placed within the Indian Paintbrush Estates Subdivision which is or may become a nuisance.
- 13. Fuel Storage.** No gasoline, diesel, or other type of fuel(not including propane) should be stored in tanks or containers located above or on the surface of the ground.
- 14. Irrigation of Yards/Landscaping.** Landscaping, including the introduction and planting of grasses, shrubs, and trees is permitted and encouraged; provided, however, the entire Lot, including all such landscaping, shall be reasonably maintained and manicured. Each Lot shall be kept reasonably clear and free of noxious weeds. Any area disturbed or destroyed as a result of construction on the Lot must be landscaped or restored to its original condition within one (1) year of the substantial completion of the construction. Trees and shrubs should be planted in accordance with consideration to wildlife as specified in paragraph 15 of these covenants. The use of domestic water supplied by the Sheridan Area Supply Joints Powers Board ("SAWS") for the purpose of irrigating any and all exterior lawns, gardens, greenbelts, golf courses, and landscaping is prohibited.
 - a. Fertilizer, pesticides and herbicide use.** It is the intent of these covenants to ensure that the use of fertilizers, pesticides and herbicides within the Indian Paintbrush Estates Subdivision are as environmentally friendly as reasonably possible. All Lot owners are encouraged to use organic-type fertilizers, pesticides, and herbicides in place of chemical-based products, and then, only as reasonably necessary.
- 15. Wildlife Considerations.** It is the intent of the covenants to ensure that the impact on indigenous wildlife species within the Indian Paintbrush Estates Subdivision be reduced as much as reasonably possible. All boundary fences must be reasonably "wildlife-safe" and shall not unreasonably interfere



with the movement of wildlife. Woven wire fences are prohibited for use as subdivision boundary fences. Brush piles and the accumulation of construction and other debris which attracts scavengers such as skunks and raccoons are prohibited.

16. Septic Systems. All septic systems must be designed by a qualified professional engineer licensed by the State of Wyoming and meet any standards set forth in the Final Plat of the Indian Paintbrush Estates Subdivision, as well as any applicable federal, state, and local statutes and regulations.

17. High Water Table Construction. All building shall be constructed in accordance with the current buildings standards of the nearest incorporated city or town of the county that has adopted building standards. In addition, Lot owners shall retain a professional civil engineer licensed in the state of Wyoming and knowledgeable in the principles of geotechnical engineering to evaluate the soils and

18. Lots with 100-Year Flooding Potential. Even though lots 8, 12, and 19 are not located in a FEMA-designated flood plain, they have been identified as being at risk for flooding in the event of a 100-year flood where the two foot supplemental berm constructed along the north side of Jones Draw is somehow compromised. Lot owners for these Lots shall account for this possibility when constructing at these locations.

19. Indian Paintbrush Estates Subdivision Homeowners' Association.

- a. **Creation.** The Indian Paintbrush Estates Subdivision Homeowners' Association (herein referred to as the "Association") is hereby created as an unincorporated, nonprofit Association under the Wyoming Unincorporated Nonprofit Association Act, Wyoming Statutes, to exercise the powers granted, and to perform the functions imposed, by these Covenants with regard to the Lots.
- b. **Purpose and Powers.** The general purposes of the Association are to:
 - i) Enforce these Covenants, as set forth herein and as may be amended;
 - ii) Serve as an architectural control committee to protect the generally required characteristics of construction described above and to prohibit any construction in violation of such requirements.
 - iii) Generally Promote the health, safety, and welfare of the residents of the Lots. The Association shall also have the power to provide such additional services for the Lots as the owners may from time to time approve.

For these purposes, the Association is hereby empowered to:

- i) Exercise all of the authority, powers, and privileges delegated to or vested in the Association by these Covenants, by Wyoming Statutes, or as may be reasonably implied as being necessary and proper hereunder, and to perform all of the duties and obligations established by these Covenants;

- ii) Elect officers to carry out the administrative duties authorized by the Association's members from time to time. Officers shall include a President, Secretary, Treasurer and each office must be held by a separate IPEHOA lot owner. The term of each office is one (1) year and elections will be held at the annual IPEHOA meeting. An officer can be re-elected as many terms as he/she is re-elected. If an officer moves or needs to resign for whatever reason he/she must write a resignation letter before he/she is relieved of duties. If he/she doesn't fulfill the office he/she was elected for a special meeting must be called for, for an election.
 - iii) Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to these Covenants, and to pay all expenses in connection therewith and all expenses incident to the conduct of the business of the Association, specifically including the costs associated with repairing, maintaining, and operating Indian Paintbrush Road; and
 - iv) Employ such firms or persons to perform any or all of the duties and obligations of the Association.
- c. **Membership.** Every person who is an owner of a Lot shall be a member of the Association, and such membership shall be appurtenant to and may not be separated from the ownership of the Lot. An owner shall become a member upon his/her conveyance of record to him/her of his/her Lot and shall cease being a member upon his conveyance of record of such Lot. No certificate or document, save and except a recorded conveyance to a Lot, shall be required to evidence such membership.
- d. **Voting Rights.** Each owner shall be entitled to one (1) vote no matter how many Lots he/she owns, save and except that the voting rights of any owner who is more than 30 days past due on the payment of any assessment to the Association shall be automatically suspended until such assessment, together with interest, costs, and reasonable attorney's fees, is paid in full. The voting rights of any owner against whom an enforcement issue is being voted upon by the Association shall be suspended for the vote on that enforcement issue only. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast on behalf of one Lot.
- e. **Action.** Except as otherwise provided, an action of the Association, or any approval required of the owners under these Covenants, shall require the affirmative vote of at least fifty-one percent (51%) of all Lots eligible to vote, cast in person or by proxy, at a duly constituted meeting of the Association, or, without a meeting by written approval of such action.
- f. **Meetings.** The Association shall have an annual meeting. Other special meetings of the Association may be called at any time by the written request of the owners of any three (3) Lots. Written notice of any and all meetings of the Association shall be given by email or mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each other, addressed to the owner's address last appearing on the books of the Association, or supplied by such owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. Each owner may vote in person or by proxy at all

meetings of the Association. All proxies shall be in writing. Every proxy shall be revocable and shall automatically cease upon conveyance by the owner of his/her Lot.

- g. Books and Records.** Upon prior written request, the books, records, and papers of the Association shall be subject to inspection at a reasonable time and place by any owner and by a mortgagee holding a duly recorded mortgage against a Lot.
- h. Principal Office.** The Association shall designate a principal office from time to time.
- i. Dissolution.** The Association may be dissolved upon the written approval of all of the owners of all of the Lots. Upon dissolution of the Association, the assets of the Association shall be distributed to the owners of the Lots of the Lots within Indian Paintbrush Estates Subdivision in equal shares, or, if all owners agree, dedicated to an appropriate public agency or nonprofit organization to be used for purposes broadly similar to those for which this Association was created.
- j. Limitations.** No part of the net earnings of the Association shall inure to the benefit of, or be distributed to, the owners, except that the Association shall be authorized to pay reasonable compensation for services rendered.
- k. Service.** IPEHOA shall act as "The Association".

20. Assessments.

- a. Authority.** Except as otherwise provided, the Association shall have the power and authority to determine all matters in connection with assessments, including the power and authority to determine where, when, and how assessments shall be paid to the Association, and each Lot owner shall be required to comply with any such determination.
- b. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to pay the obligation imposed upon the Association by the Covenants and to promote the health, safety, and welfare of the residents of the Lots.
- c. Annual Assessments.** The Association shall establish annual assessments to meet its obligations under these Covenants, including specifically the obligations to maintain the operating expenses of the Association. The Association shall have the power to include within the annual assessment amounts to meet the costs of any other service duly approved by the Association.
- d. Special Assessments.** In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only.
- e. Approval of Assessment.** All assessments under this paragraph 20 shall be subject to the approval of the Association, as provided herein.
- f. Uniform Rate of Assessment.** Both annual and special assessments must be fixed as a uniform rate for all Lots, except that Lot 16 will not be subject to assessments relating to the maintenance of Indian Paintbrush Road.
- g. Commencement of Annual Assessment.** The annual assessments provided for herein shall commence as to all Lots on such date as shall be established by the Association under subparagraph e. The Association shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot owner subject thereto. The due dates shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by the Association setting forth whether the assessment on a specified Lot have



- been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.
- h. **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 twelve percent (12%) per annum. Upon the failure of a Lot owner to pay the assessment when due, the Association will provide written notice to the violating Lot owner by delivering the notice by certified mail. Such delivery shall be deemed effective on the date notice is mailed by the Association. The violating Lot owner shall have thirty (30) days from the date the notice is deposited in the mail to pay, in full, the unpaid assessment, interest thereon, and costs. If payment is not received by the Association within said 30 day period, the Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the Lot which is created herein by such nonpayment. The lien created herein shall be foreclosed in the manner provided for the foreclosure of real estate mortgages in the State of Wyoming, and may be, at the Association's discretion, accomplished by advertisement and sale as provided in the Wyoming Statutes. In the event of such collection and/or foreclosure, the enforcing party in such collection. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of his Lot.
- i. **Subordination of Lien to Mortgages.** The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
21. **Variance.** The owners of Indian Paintbrush Estates Subdivision shall have full power and authority, upon an affirmative vote of at least seventy percent (70%) of Lot owners eligible to vote, to grant a variance from these Covenants for good cause shown in order to prevent undue hardship on an owner subject to the Covenants. The variance, if granted, shall not violate the overall theme and appearance of the Property subject to these Covenants and shall be in writing. Nothing herein relieves any Lot owner from obtaining from Sheridan County any variance that may be required by County rules or regulations.
22. **Enforceability.** These Covenants may be enforced by the record owner of any Lot or parcel in the Indian Paintbrush Estates Subdivision or by the Association, but shall not run to the benefit of a third party, except as otherwise specifically provided below. Declarant and its successors shall have the sole and exclusive right and authority to determine compliance with the Covenants contained herein, and allocate and assess the costs for the improvement, maintenance, and repair of the common areas. Upon the violation of any covenant, a written notice of such violation or failure shall be directed to the violator who shall have then ten (10) days after receipt of the said notice to correct the violation. If said violation is not so corrected, Declarant or its successor, may reenter and take possession of the violator's premises and correct the violation and charge all costs of such correction to the owner. In addition, damages may be assessed against the violator at the rate of \$25.00 per day for each day the violation continues after the 10-day notice. In the event suit is required to collect any sums due, or to enjoin the violation of any of the covenants contained herein, violator, in addition to any of the other

- penalties provided herein or which may be assessed by a court, shall be liable for all attorney's fees and costs incurred by owner or the Association in bringing such action.
- 23. Exceptions for Lot 16.** At the time of these Covenants, an existing house (the "Home") and shop (the "Shop") are located on Lot 16 of the Indian Paintbrush Estates Subdivision. The existing Home and Shop do not currently comply with all of these Covenants. As such, variances are granted such that the Home and Shop in their current state are granted a "grandfathered" status except that:
- Any additions to, remodeling of, or substantial change in the Home or Shop will only be allowed so long as the style and construction materials can be matched to the existing style and materials. Further, any proposed addition, remodel, or substantial change under this provision shall be subject to the procedures outlined in paragraph 4(p).
 - When the home receives a new roof, only permitted roofing materials shall be used. When the Shop receives a new roof, only permitted roofing materials shall be used.
- 24. Severability.** Invalidation of any one of these Covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- 25. Non-Waiver.** Except as otherwise provided in this Declaration of Covenants, any failure to promptly enforce a violation of these Covenants shall not be deemed a waiver of the right to so enforce whatsoever.
- 26. Covenants Run with the Land; Amendment.** This Declaration of Covenants shall run with the land and shall be binding upon all parties and shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least seventy percent (70%) of Lot owners eligible to vote repeals or amends this Declaration of Covenants.

Executed by Declarant this 2nd day of September, 2014
IPEHOA

By: Brian Farr



IPEHOA President

By: Megan Singh



IPEHOA Secretary

By: Julie A Hutton



IPEHOA Treasurer

STATE OF WYOMING

COUNTY OF SHERIDAN

The foregoing Declaration of Covenants was acknowledged before me this

2nd day of September, 2014. Witness my hand and official seal., by: 



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BOOK: 548 PAGE: 719 FEES: \$48.00 PK DECLARATION OF COV.
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

NO. 2014-714390 DECLARATION OF COVENANTS

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
JULIE HUTTON (TREASURER'S OFFICE)

