



**TWENTY-FIRST SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE POWDER HORN**

THIS TWENTY-FIRST SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POWDER HORN ("Twenty-First Declaration") instrument is made effective the 18th day of June, 2015, by the **Board of Directors of the Powder Horn Homeowners Association, Inc., a nonprofit association** ("Board").

This instrument applies to and binds all of the lands which are described in the Twentieth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn, recorded September 22, 2010 in Book 518 at Page 734 of the Sheridan County, Wyoming land records ("Twentieth Declaration"), and as hereafter amended, all additions to, re-plats of, further or minor subdivisions of, and other modifications in legal description of the said Property.

WHEREAS the members of the Powder Horn Homeowners Association met by annual meeting on **June 18, 2015**, and, by the consent of 75% of the Owners, authorized and directed the President of the Association to Execute this Twenty-First Declaration, pursuant to Article XII, Section 12.04 of the Declaration of Covenants Condition and Restrictions for the Powder Horn, recorded on September 27, 1995 in Book 375 at Page 563 ("Original Declaration") of the Sheridan County, Wyoming land records, and as amended thereafter.

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

[1] Section 12.02 is modified, amended, changed, and enlarged in the entirety as follows:
"12.02 * * *

- (a) [Delete]
- (b) To sign, execute, acknowledge, deliver and record any and all instruments which establish, adopt, modify, amend, change, enlarge, contract or abandon the terms within this Declaration, or any part hereof, with such clause(s), recital(s), covenant(s), agreement(s) and restrictions(s) as Declarant shall deem necessary, proper and expedient in the circumstance of a change or modification of ownership or boundaries of the Property.
- (c) To sign, execute, acknowledge, deliver and record any and all instruments which establish, adopt, modify, amend, change, enlarge, contract or abandon the subdivision plat(s) of the Property, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing (provided that no plat affecting lands of existing owners other than the Declarant shall be changed or abandoned without notice to and majority consent of those affected owners).
- (d) The right, powers, and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force as of July 1, 2015, and shall remain in full force and effect thereafter until July 1, 2045, unless otherwise extended by action of the Board.

[2] The portion of ARTICLE I DEFINITIONS that is denoted as Paragraph "(b) Common Areas..." is modified, amended, changed, and enlarged in the entirety as follows:

(b) "Common Areas" do not and shall not include the golf course, but shall mean and refer to any and all areas of land within the Property which are known and which are described or designated by Declarant to be common green, common areas, recreational easements, greenbelts, open spaces, out-lots, or streets on any recorded subdivision plat that describes subdivided portions of lands within the Property; and, also may include without thereby intending limitation any other permanent roads or streets within the Property that Declarant



dedicates to public use; and, also may include without thereby intending limitation any lands, easements, or rights-of-way within the Property as described or declared by Declarant to be devoted to utilities that serve platted Lots or other improved lands within the Property owned by Declarant, which may include, but are not thereby limited to utilities that Declarant designates for sewage or wastewater treatment, or designates for storm-water collection and discharge, or designates for distribution of lawn, garden, or other landscaping irrigation water, or generally to enable the emplacement and operation of other utilities which Declarant describes or designates as being intended for or devoted to the common use and enjoyment of the Members of the Association. Declarant intends and declares that the term "Common Areas" also shall include and apply to any and all improvements that now exist, or that hereafter may be made to, constructed upon, or installed upon or underlying lands, easements, or rights-of-way which Declarant describes or designates as Common Areas under this Declaration, at any amendment of this Declaration. Declarant intends and declares that the term "Common Areas" also shall include and apply to any and all equipment, accessories, and machinery that Declarant describes or designates to be used in or for the operation or maintenance of any portion of the said Common Areas which consist of land, easements, rights-of-way, and improvements thereto, thereupon, or thereunder, and also shall include and apply to any and all replacements of or additions to such described or designated equipment, accessories, and machinery. Declarant intends and declares that the term "Common Areas" also shall encompass and include any additions to or replacements of such Common Areas. The Common Areas within the Powder Horn residential community generally may include, but are not intended thereby to be limited or restricted to, streets or other roads that Declarant dedicates to public use; and, lands, easements, or rights-of-way that Declarant dedicates to utilities that are intended to serve and be devoted to the common use and enjoyment of the Members of the Association and Declarant, including but not thereby being limited to sewage and other wastewater treatment utility facilities, or storm-water collection and discharge structures and facilities, or lawn, garden and landscaping irrigation water utility facilities; provided, however, that Declarant specifically and expressly declares that the term "Common Areas" does not and shall not include the lands, improvements, or appurtenances that comprise the golf courses, clubhouse, and other supporting recreational facilities which Declarant owns and maintains within the perimeter of the Property; and, provided, further, that the term "Common Areas") as used and applied under this Declaration shall be limited to those lands, easements, or rights-of-way that Declarant describes and designates as such in accord with the provisions of this Declaration, Declarant shall hold record title to the Common Areas that Declarant describes and designates pursuant to this Declaration, consistent with the residential community objectives that Declarant envisions for the Property under this Declaration, and subject to the easement of use, recreation, and enjoyment of Common Areas of the Members of the Association as such easement is defined in and limited by ARTICLE V of this Declaration, for an indefinite period of time; and, at a point in time deemed appropriate by the Board, but not later than July 1, 2025 ("transfer date"), record title to the Common Areas will be transferred from the Declarant to the Association, provided however, that the transfer date may be extended in additional five year increments upon the mutual agreement of the Board and the Declarant.

[3] All capitalized terms used in this Twenty-First Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn, except as otherwise defined in this instrument, shall have the same meaning as stated originally in the Original Declaration.

IN WITNESS WHEREOF the Owners have caused this Twenty-First Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn to be signed below by the duly authorized **President of the Board of Directors of the Powder Horn Homeowners Association, Inc.** effective on the 18th day of June, 2015.

POWDER HORN HOMEOWNERS ASSOCIATION, INC.

By: 
J. M. TAYLOR, President



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BOOK: 554 PAGE: 361 FEES: \$40.00 PK DECLARATION OF COV
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument, titled as the Twenty-First Supplementary Declaration Of Covenants, Conditions, And Restrictions For The Powder Horn was signed and acknowledged before me this 20th day of July, 2015, by Jim Taylor, who personally is known to me, acting in his capacity as **President of the Powder Horn Homeowners Association, Inc.**; as witnesseth my hand and official seal.

Joann M. Bergstrom
Notary Public

My commission expires: March 14, 2018

