



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

THIS TWENTY-SECOND SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POWDER HORN ("Twenty-Second Declaration") instrument is made effective on the dates set forth herein, 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 Twenty-First Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn, recorded July 23, 2015 in Book 554 at Page 359 of the Sheridan County, Wyoming land records ("Twenty-First 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 21, 2017, and, by the consent of 75% of the Owners, authorized and directed the President of the Association to Execute this Twenty-Second Declaration, pursuant to Article XII, Section 12.04 of the Declaration of Covenants Conditions 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.

WHEREAS the members of the Powder Horn Homeowners Association desire to amend the covenants to further revise the definition of "Lot" as set forth in Article I, Definitions, subparagraph (e) of the Original Declaration and further amended in the Seventh Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn, recorded on April 11, 2000, in Book 413 at Page 667 of the Sheridan County, Wyoming land records.

WHEREAS the members of the Powder Horn Homeowners Association desire to amend the covenants pertaining to "Walls and Fences" as set forth in Section 9.09 of Article IX of the Original Declaration.

WHEREAS the members of the Powder Horn Homeowners Association desire to amend the covenants pertaining to "On Site Parking" as set forth in Section 9.07 of Article IX of the Original Declaration and further amended in the Ninth Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn, recorded July 24, 2002, in Book 435 at Page 681 of the Sheridan County, Wyoming land records.

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



[1] Article I, Definitions, subparagraph (e) "Lot" is modified, amended, changed, and enlarged in the entirety as follows:

(e) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Property as amended from time to time, which is designated as a lot therein, and which is or will be improved with a residential dwelling in conformity with the building restrictions herein set forth. "Adjoining Lot" shall mean and refer to a Lot which is adjacent to any other Lot as shown on any recorded plat of the Property. Any reference in Article IX hereof to the visibility of an item from any Adjoining Lot shall mean the visibility of such item from the ground level of the structure located on the Adjoining Lot and not the second story of a two-story dwelling located thereon.

(i) For purposes of calculating association fees and membership rights, a lot owner who builds on two lots, thereafter rendering it impossible to split the lots or sell them separately, shall be considered the owner of one lot.

(ii) For purposes of calculating association fees and membership rights, an owner of multiple lots who seeks through the act of replatting lots and thereby reducing the number of lots to a lesser number of lots shall be assessed by the association for the total of all lots owned prior to any replat, with the exception of the condition stated in subparagraph (e)(i) above.

(iii) If two or more property owners jointly own a lot, each property owner will be assessed by the association for their portion of the property owned.

[2] Article IX, Architectural and Landscape Control, Section 9.09 "Walls and Fences" is modified, amended, changed, and enlarged in the entirety as follows:

9.09 Walls and Fences. Site walls or fences must appear as a visual extension of the residence, incorporating similar or compatible materials, colors and finishes whenever possible. Fences or privacy walls may be constructed of brick or stone masonry, stucco over concrete masonry, wood board (cedar or redwood), split rail, natural log, ornamental iron, coated chain link, or tasteful combination thereof. Galvanized chain link and wire fencing are prohibited, except that wire fencing may be allowed as an infill to wood board, split rail, or log fencing described above. Fencing and privacy walls may not exceed six feet in height above finished grade and must comply with the setback requirements defined in Section 9.03. Fences and privacy walls may be constructed solely for the purpose of enclosing or partially enclosing recreational areas such as patios or swimming pools. Privacy walls and fences enclosing entire or substantially all of an Owner's property are expressly prohibited. All fences and/or privacy walls must be approved by and are at the discretion of the Design Review Committee.



Exceptions:

(a) On all lots which abut the golf course, it is anticipated that the Declarant will construct and maintain the golf course fence. This particular fence shall consist of a two-pole fence with a natural seal coat. The fence shall be approximately 42 inches high from finished grade. If the Owner of a golf course lot wishes to construct a fence of the type previously described, any such fence within the golf course setback as defined in Section 9.03 must be of the same transparent pole fence design as described herein.

(b) Only two styles of fencing will be permitted within the cluster tracts, the two-pole fence described in exception (a), above, or wood fencing, as described below. Stain or paint colors for wood fencing in the cluster tracts shall be limited to a range of medium to dark gray or earth tone color, as determined appropriate by the Design Review Committee.

Segments of fencing which extend outward from the side wall of a residence must be held back from the front corners of the residence a minimum distance of ten feet. Fences may not encroach into any street frontage setback.

Wood fences must be double faced so that stringers and posts are partially concealed: Wood slats shall be of cedar or redwood, 4 to 8 inches in width, installed vertically or horizontally. Wood fences must have a continuous horizontal wood cap; uncapped slat ends will not be allowed. Fences may be left natural with a linseed oil based preservative application, or may be stained or painted.

Structural retaining walls may not exceed an above-grade height of six feet. Multiple terraced retaining walls must be utilized where the overall height of retained earth exceeds six feet. Retaining walls may be constructed of cast concrete, or engineered brick or concrete masonry; however, all exposed wall surfaces and edges must be treated with an approved finish, such as brick or stone veneer, painted stucco, or split-face texture with custom color, so as to blend unobtrusively with its natural surroundings. All retaining walls must include suitable drainage systems and weep holes to relieve ground water and hydrostatic pressure.

Dry-stack retaining walls of native stone do not require any supplemental facing or finish. All dry-stack retaining walls over two feet in height must slope against the grade a minimum of 4:1, (one foot back for each four feet in height). Dry-stack retaining walls must not be subjected to watershed run-off.

[3] Article IX, Architectural and Landscape Control, Section 9.07 "On Site Parking" is modified, amended, changed, and enlarged in the entirety as follows:



9.07. On Site Parking. The following on site parking rules and procedures shall be followed:

- (a) Each single-family residential dwelling shall provide an enclosed garage space to shelter a minimum of two conventional automobiles or pickups, and sufficient driveway space (within the boundaries of the lot) for the parking of at least two guest automobiles or pickups. A pickup is defined as having a 1.0 ton or less capacity.
- (b) Homeowners who possess trucks (truck or pickup larger than 1.0 ton capacity), non-operating or non-licensed automobiles, buses, motor homes, fifth wheel trailers, camper trailers, camper vehicles (except camper shells mounted upon pickups), hauling trailers, horse trailers, boats, motorcycles, snowmobiles, jet ski machines, ATV's, golf carts or any other motorized vehicle (other than a conventional automobile or pickup), must store or park such vehicles within an enclosed garage (screened parking areas do not qualify as an enclosed garage or storage area). Over-the-road tractors, flat bed trucks, work vehicles (not an automobile or pickup), and farm tractors are not allowed for enclosed storage.
- (c) The maximum number of owner vehicles allowed in the owner's open driveway area is four.
- (d) On-site outdoor parking areas for vehicles shall be approved concrete or asphalt surfaces. Gravel, grass, or dirt surfaces will not be permitted.
- (e) The parking of a guest's recreational vehicles, trucks with campers, fifth wheel trailers, or other guest items (exclusive of automobiles or pickups) is limited to 72 hours. School buses are prohibited. There is no time restriction for a guest's car or pickup. The parking of an owner's ATV, camper, fifth wheel trailer, travel or hauling trailers, boats, snowmobiles, golf carts, jet ski machines, and recreational vehicles outside of the enclosed garage or storage area is restricted to 72 hours at a time. It is not intended for vehicles to be simply moved and repositioned, and the frequency of the parking of vehicles shall be monitored so as to preclude abuse of the policy. The Association strongly requests, where physically possible, RV's and other vehicles be parked in the property owner's driveway versus the street, so as to promote safe traffic flow and access for emergency vehicles.
- (f) Owner over-the-road tractors, flat bed trucks, farm tractors, garden tractors, bobcats, work vehicles (not an automobile or pickup), and delivery and repair trucks are restricted to daylight parking only.

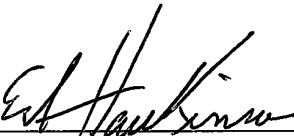


[4] The Amendment to Article I, Definitions, subparagraph (e), defining "Lots", shall be effective January 1, 2018. All replats undertaken after that date will be subject to the conditions of this amendment for purposes of assessing association fees and membership rights. All other Amendments provided for herein shall be effective July 1, 2017.

[5] All capitalized terms used in this Twenty-Second 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.

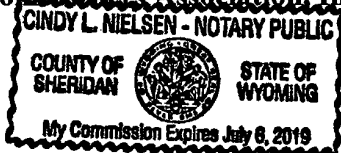
IN WITNESS WHEREOF the Owners have caused this Twenty-Second Supplementary Declaration of Covenants, Conditions and Restrictions for the Powder Horn to be signed below by the duly authorized **President of the Board of Directors of the Powder Horn Homeowners Association, Inc.** effective on the dates set forth herein.

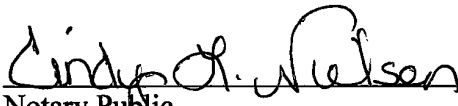
**POWDER HORN HOMEOWNERS ASSOCIATION,
 INC.**

By: 
 Ed Hawkinson, President

STATE OF WYOMING)
) ss.
 COUNTY OF SHERIDAN)

The foregoing instrument, titled as the Twenty-Second Supplementary Declaration of Covenants, Conditions, And Restrictions For The Powder Horn was signed and acknowledged before me this 29th day of June, 2017, by Ed Hawkinson, 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.




 Notary Public

My commission expires: July 16, 2019

NO. 2017-735754 DECLARATION OF COVENANTS
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
 LONABAUGH & RIGGS DRAWER 5059
 SHERIDAN WY 82801