

SUBDIVIDER/DECLARANT
WOODLAND CREEK ESTATES, LLC
Sheridan, Wyoming

DECLARATION OF PROTECTIVE COVENANTS FOR
WOODLAND CREEK ESTATES, SHERIDAN, WYOMING

THIS DECLARATION, made this day by WOODLAND CREEK ESTATES, LLC, with principal offices at Sheridan, Wyoming, hereinafter referred to as Declarant,

WITNESSETH, THAT,

WHEREAS, the Declarant is the owner of all lands embraced in the Subdivision known as WOODLAND CREEK ESTATES, which is platted and of record in Drawer No. _____, Plat No. _____ in the office of the County Clerk and Ex-Officio Register of Deeds of Sheridan County, Wyoming, said Subdivision Plat is by reference being specifically made a part hereof in all respects, as if fully set out herein, and

WHEREAS, the Declarant intends to sell all of the lots, of land contained in said WOODLAND CREEK ESTATES.

NOW, THEREFORE, all of the lots, open space, easements and portions of said property shall be held transferred, sold or conveyed by Declarant, or by them contracted to be sold, is subject to the conditions, restrictions, reservations and covenants each and all of which is and are for the benefit of said property and for the owner of land therein and shall insure and pass, with said property, and each and every parcel, and shall apply to and bind the successors in interest of paid owner thereof, and are imposed pursuant to a general plan for the improvement of the aforementioned property.

Custom Homes (Lots 27-49)

The owners of Lots 27 through 49 shall organize into the Woodland Creek Homeowner's Association, hereinafter ("WCHA") when ten (10) lots have been sold. The WCHA shall have the standing and authority to enforce the covenants hereinafter set forth for Lots 27 through 49 specifically and the subdivision in general. WCHA has authority to assess fees from lot owners.

The WCHA shall form two committees: Architectural Control Committee (ACC) and Maintenance Committee. The duties of the ACC shall include enforcement of these covenants as they relate to buildings including exteriors and yards. The committee shall be at least three (3) but not more than five (5) lot owners of Lots 27 through 49. Woodland Creek Estates, LLC shall be the ACC until at least _____ lots have been sold. Woodland Creek Estates, LLC may in its sole discretion relinquish control of the ACC. The Maintenance Committee shall be comprised of not less three (3) and not more than five (5) members. At least one (1) member shall be a representative of the owners of Lots 1 through 26. The Maintenance Committee duties shall include recommending the amount of assessment to be made for plowing and road maintenance which is equitable and fair. The Maintenance Committee shall also control all out lots and their development, if any.

Patio Homes (Lots 1-26)

The owners of Lots 1 through 26 shall organize into the Patio Homes Committee, hereinafter ("PHC") when eight (8) lots are sold. The PHC shall have the standing and authority to assess fees and to enforce the covenants hereinafter set forth for Lots 1 through 26. The PHC will consist of three (3) members. A Member must be a lot owner in the subdivision from Lots 1 through 26, or a representative appointed by the Declarant. The PHC will initially be comprised of members appointed at the sole discretion of the Declarant. The membership of the PHC shall continue to be comprised of members appointed solely at the discretion of the Declarant until such time as seventy-five percent (75%) of the Lots 1 through 26 (excluding conveyances to third parties related, owned or controlled by the Declarant in the Woodland Creek Estates) have been sold or conveyed by the Declarant. The initial members and any

subsequent members appointed by the Declarant shall serve at the sole discretion of the Declarant, and may be removed and replaced by another appointed representative of the Declarant at its sole discretion. Upon the sale of seventy-five percent (75%) of the Lots 1 through 26 by the Declarant, the lot owners of Lots 1 through 26 shall annually elect members of the PHC based on one vote for each lot. Cumulative voting will not be allowed. A Patio Home Committee (PHC) will also be elected from owners of Lots 1 through 26. The PHC will not require an architectural control committee as Lots 1 through 26 patio home construction will conform to the approved floorplans (4) and exterior elevations and styles determined by the Declarant. The PHC shall elect at least one (1) but not more than two (2) of its members to serve on the Maintenance Committee. The PHC shall contract for lawn mowing and assess each lot owner equally for the cost.

Vacant or Outlots (1A, B, C & D)

Outlots shall remain under the control of the Maintenance Committee for the use of all lot owners. The Open Space as designated on the Subdivision Plat (Outlot 1, B, C and D) shall not be developed or structures placed on such lands except as consistent with recreational park facilities and only as approved by the ACC. The lot owners through the ACC shall be responsible for the maintenance, repair and improvements relating to this Open Space. If the ACC approves the placement of recreational playground equipment to be located on Outlot D; it will be fully funded by lot owners 27 through 49, equally shared, and maintained by the ACC yearly. It will be clearly understood that owners and their families from Lots 1 through 26 will have unlimited access to said equipment without assessment of cost for purchase or yearly maintenance.

Roads

Creek Drive, Creek Circle, and Creek Court are public roads. Hammer Creek Drive is a private road belonging to the owners of Lots 30 through 35. Brookie and Minnow Paths are the responsibility of owners of Lots 1 through 26. Maintenance of Otter Lane is the responsibility of all owners of Lots 1 through 49. The ACC may elect to contract for snow plowing of the public roads in the subdivision. The ACC shall proportional and equitability assess lot owners for snow plowing and maintenance for all roads based on lot responsibility as out lined above.

All lots in said Subdivision shall be known and described as single, family residential lots, and will be restricted by all the covenants contained herein.

General Covenants

(1)

No lot shall be used except for single family residential purposes. Home based type businesses must be approved by the ACC and be in compliance with applicable city ordinances.

No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family residence/dwelling. All garages, shops, storage buildings or other related structures shall be constructed such that they are attached to the single family residential residence/dwelling and architecturally incorporated therein. All buildings shall be new construction and such construction shall be constructed on-site by contractors licensed by the City of Sheridan, Wyoming.

No building that is constructed off-site and requires transportation to any lot, whole or in partial assembly, will be permitted. This includes mobile homes, stock modular buildings, or any other structure requiring transportation and set up in a partially completed state.

(2)

No buildings shall be erected, placed or altered on any lot until the construction plans and specifications, and a lot plan have been approved in writing by the ACC. No fence or landscaping shall be erected, placed or altered on any lot, or no substantial changes shall be made in the landscape unless approved by the ACC in writing.

(3)

An ACC will be established for this subdivision pertaining to home construction on Lots 27 through 49. The ACC committee will consist of three (3) members. A member must be a lot owner in the subdivision from Lots 27 through 49, or a representative appointed by the Declarant. The ACC will initially be comprised of members appointed at the sole discretion of the Declarant. The membership of the ACC shall continue to be comprised of members appointed solely at the discretion of the Declarant until such time as seventy-five percent (75%) of the Lots 27 through 49 (excluding conveyances to third parties, related, owned or controlled by Declarant in the Woodland Creek Estates) have been sold or conveyed by the Declarant. The initial members and any subsequent members appointed by the Declarant shall serve at the sole discretion of the Declarant, and may be removed and replaced by another appointed representative of the Declarant at its sole discretion. Upon the sale of seventy-five percent (75%) of Lots 27 through 49 by the Declarant, the lot owners shall annually elect members of the ACC based on one (1) vote for each lot. Cumulative voting will not be allowed.

The ACC duties are to review and approve all construction and landscaping plans, control, operate, maintain, and improve all common easements, Open Areas (Outlot 1, B, and C), and any other common land contained in the subdivision excluding public streets (except Outlot A which is under control of the Patio Home Association). The ACC will have the authority to assess fees upon individual lot owners for completion of its duties. Specifically, the ACC may assess a charge not to exceed \$400 for review of submitting plans and the ACC may assess charges for the operation, maintenance, and improvement of the common easements, Open Areas, and any other common land contained within the subdivision excluding public streets and Outlot A. The assessments relating to operation, maintenance and improvements shall be based on the actual expenses incurred by the ACC and shall be assessed per lot as set forth in the Subdivision Plat. However, property or lots owned by the Declarant which have not been sold to a third party or which have been conveyed to a third party related to, controlled or owned by Declarant shall not be subject to any assessments imposed.

It is required that the lot owner submit architectural and/or engineering drawings and obtain the ACC approval in writing prior to commencing construction of any structure.

The drawing must include:

- 1) exterior elevations and color schemes,
- 2) exterior construction materials,
- 3) roofing material,
- 4) fencing plan,
- 5) deck/patio details,
- 6) on flood plain affected lots (Lots 31, 34, 35, 44, 45, 46, 47 and 48, indicate building envelope location outside of floodplain and
- 7) landscaping and surface water drainage plans.

The ACC has 30 days to review and offer comments and/or approval, for each submittal.

Changes made to the approved plans during construction must also be prior approved in writing by the ACC.

(4)

The minimum ground floor (main floor) area of the single family residence/dwelling exclusive of porches, carports or garages, shops, and/or storage areas shall not be less than 1,500 square feet.

All residences/dwellings shall have at least a two (2) car garage. No structure shall exceed 35 feet in height as measured from the top of curb in the center of the front lot line, or a side lot line if on a corner lot to the highest point on the structure.

(5)

No residence/dwelling shall be occupied until the exterior construction is entirely completed and all utilities have been installed and operable and certificate of occupancy has been issued by the City of Sheridan Building Department.

(6)

No structure of a temporary character, including but not limited to a trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No building material shall be stored on any lot for a period of longer than ninety (90) days unless substantial construction is actually in progress.

(7)

No more than one single family residence/dwelling is permitted on any lot.

(8)

Owners of lots having utility and/or access easements in accordance with city regulations on the sides of the lots, and as shown on the Subdivision Plat for this subdivision shall maintain such easements free of any structures, trees, fences, shrubs unless approved by the ACC.

The minimum starting size of these trees shall be a minimum height of ten (10) feet or a minimum trunk diameter of one and one-half inches (1½"). The species of trees to be planted shall be from the following selections: Honey Locust, Green Ash, Silver Maple, Linden (Little Leaf) or Burr Oak.

(9)

No birds, dogs, pets, animals or livestock of any kind shall be kept, raised or cared for on a commercial basis within the Subdivision, and no swine, poultry, goats, horses, chickens, ducks or other livestock shall be permitted to be kept, within the Subdivision. Any dog, cat or other pet which may be kept shall be controlled by the owner thereof, so that it shall not become a public nuisance. Any existing ordinances of the City of Sheridan relating to the ownership and control of dogs or other pets shall be applicable to the Subdivision

(10)

No portion of the property shall be used or maintained as a dumping or storage ground for rubbish, trash, garbage and other wastes or equipment. All wastes shall be kept in sanitary containers supplied by the City. Any equipment storage must be kept in the attached garage/storage areas.

(11)

No noxious or offensive activity shall be carried on upon any lot or shall anything be done thereon which may become an annoyance or nuisance to the owner of any other lot of the subdivision. The discharge of firearms on any part of the Subdivision is specifically prohibited.

(12)

No fences or hedges or walls of any kind shall be erected or placed upon any easements, and should not extend into the front of the residence/dwelling building, without approval of the ACC. Fences that are to be erected shall be of quality materials and are to be erected and maintained in such a manner so as not to otherwise detract from the appearance of the property, and shall not be higher than six (6) feet and shall be approved by the ACC. Corner lot fences, hedges or walls must be approved by the ACC.

(13)

One "For Rent" or "For Sale" sign, which shall be no larger than six (6) square feet, may be permitted on each lot. No other signs or signage other than address numbers shall be allowed.

(14)

There will be no subdividing of any lot within this Subdivision that would cause the lots to be smaller than their original size. It will be permissible to re-subdivide two (2) or more lots such that the resulting lot(s) are all larger than the prior lots which compromised the re-subdivision. Any re-subdivision process must be permitted through the City and shall be subject to all rules, regulations and requirements imposed by the City.

(15)

Upon written request the ACC, may in its sole discretion, vary the limitations contained in the covenants when strict compliance with the covenants would result in extra-ordinary hardship on a lot owner, but only to the extent of ten percent (10%) of the numerical restrictions and only to the extent that the requested variance is consistent with the intent and purpose of the covenants which is to insure a subdivision that is aesthetically attractive and a desirable residential area. The ACC shall approve or disapprove the request for a variance within forty-five (45) days of the receipt thereof. Failure of the ACC to approve or disapprove a request for a variance within forty-five (45) days shall not be deemed approval nor waiver of the requirement for approval and shall be deemed a disapproval of the requested variance.

(16)

Easements, access easements and rights of way as shown or indicated on the recorded Subdivision Plat are hereby reserved in this Subdivision for utilities, such as poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephones, sewer, water, cable television facilities or other public or quasi-public utility service purposes, and surface water drainage together with the right of ingress, egress and egress at any time for the purpose of further construction and repair.

The lot owner shall be responsible for maintaining the landscaping of all easements and/or access easements on a particular lot. It is up to the discretion of the ACC to allow fences/hedges/trees within these areas, and such items shall be subject to terms of the easements.

The lot owners through the ACC shall be responsible for the control, maintenance, repair and improvement of the Open Spaces set forth on the Subdivision Plat (Outlot 1, B and C). The lot owners compromising the Patio Home Association (Lots 1 through 26) shall be responsible for the control, maintenance, repair, snow removal and improvement of Outlot A and Brookie and Minnow Path, as these are private roads.

(17)

All building construction shall be completed within eighteen (18) months from beginning construction on the building and all landscaping must be completed within thirty (30) months from beginning construction on the building.

(18)

All utilities in the subdivision will be placed underground unless otherwise approved by the Declarant or ACC. The utility company will provide for the installation of the utilities to a point adjacent to, or within an easement, of each lot. The owner of each lot shall be responsible for installing the utilities on their lot, said installation to be at the cost of the owner of such lot.

(19)

All communication towers/dishes or similar structures shall be placed on the residence/dwelling. Dishes shall not be greater than two (2) feet in diameter and towers shall be no taller than four (4) feet. All dishes and towers must be approved by the ACC.

(20)

Each residence/dwelling shall be constructed with adequate off-street parking area for at least two (2) automobiles per residence/dwelling. No trailers, campers, motor or mobile homes, boats, snowmobiles, snowmobile trailers, RVs or similar vehicles of any kind shall be allowed to be permanently parked or stored on any lot without being stored in a garage. The Association may in its sole discretion approve the parking of up to two (2) recreational vehicles/boats or the like on the property. All such vehicles must be off the street, and behind fencing so as not to be in view. No on-street parking of trailers, boats, etc. shall be allowed for more than ten (10) days in any calendar year. Lawn mowers shall not be stored in front lawns. For purposes of this paragraph permanent means not more than two (2) consecutive days and/or not more than ten (10) total days per year.

(21)

Declarant hereby reserves to itself, and its assigns, perpetual easements across such land that is the WOODLAND CREEK ESTATES, as indicated on the Subdivision Plat and all irrigation and drainage swales and ditches, presently in existence or hereafter constructed or confined with the consent of the landowners across which the water flows for the purpose of construction, maintenance and operation of the utility systems and conveyance of irrigation water.

(22)

The ACC shall have the right and authority to determine compliance with the covenants (Lots 1 through 49) contained herein and to allocate and assess the costs for fulfilling its duties as set forth herein including operation, control, maintenance, repair and improvement of the Park Land, Open Spaces and other common areas set forth on Subdivision Plat but excluding public streets. Upon the violation of any covenant or restriction or upon the failure to pay any assessments, written notice of such violation or failure shall be directed to the violator, who shall have ten (10) days after receipt of the said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, ACC or its assigns may reenter the violator's premises and correct the violation and recover from the violator any costs or damage incurred in correcting such violation. In addition, damages may be assessed against the violator at the rate of twenty-five dollars (\$25.00) per day for each day the violation continues after the ten (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, the violator, in addition to any of the other remedies provided herein or which may be assessed by a court, shall be liable for all reasonable attorney's fees and costs incurred by the ACC, or its assigns in bringing such action. This paragraph should not be construed to limit standing to enforce these protective covenants by an individual lot owner. It is the intent of the Declarant that an individual lot owner may seek to enforce these protective covenants with the same rights and remedies afforded the ACC including the enjoining of any violation, recover of damages, recovery of twenty-five dollars

(\$25.00) per each day of violation which recovery shall be contributed to the ACC, and recovery of all reasonable attorney's fees and costs.

(23)

These covenants may be amended or altered upon the written approval of seventy-five percent (75%) of the lot owners in Woodland Creek Estates. Each lot shall be considered to have one owner for purposes of this paragraph. The Declarant as the owner of unsold lots shall be entitled to one vote for each lot which the Declarant owns. Any such amendments or alterations shall be binding on all the lots located within the Subdivision.

(24)

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument agreeing to change said covenants in whole or in part has been signed by seventy-five percent (75%) of the then owners of the lots and recorded. Each lot shall be considered to have one (1) owner for the purposes of this paragraph,

(25)

In the event any of the covenants or restrictions contained herein are invalidated by a judgment or court order, the remaining provisions shall remain in full force and effect.

(26)

There are no irrigation water rights transferred by the Declarant. All landscape watering must be from the City of Sheridan water services supplied to the individual lots.

(27)

All lot owners must maintain the entire property at all times prior to construction. Such maintenance shall include but not be limited to keeping the property mowed and free of weeds. After construction, all structures and open areas shall be maintained to match the neighboring properties.

WITNESS WHEREOF, the Declarant has executed this Declaration of Protective Covenants for Woodland Creek Estates Subdivision this _____ day of _____, 2016.

WOODLAND CREEK ESTATES, LLC

By:

Managing Member

State of Wyoming)

)§

County of Sheridan)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by _____, Managing Member of Woodland Creek Estates, LLC.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____