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THE NORTHRIDGE HOMEOWNERS ASSOCIATION
RESIDENTIAL GUIDELINES MANUAL

March 28, 1995

030429

STATE OF WYOMING } ss
COUNTY OF JOHNSON }

This instrument was filed for record on 6-30-95
at 4:15 PM and duly recorded on 86444 page
53-112 fee \$ 128.00
Deputy Register of Deeds
BY _____ Deputy

**NORTHRIDGE SUBDIVISION
SHERD LAKE, INC.
RESIDENTIAL GUIDELINES MANUAL**

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Dear Northridge Homeowner:

Each of us has chosen to live in Northridge with the knowledge that this is an architecturally controlled community with legally enforceable covenants. In return for values such as design, harmony, and compatibility with the natural environment, each of us has agreed to have all buildings, additions, exterior home, and landscape improvements, as well as exterior maintenance projects, reviewed and approved by the Architectural Control Committee (ACC).

The ACC guidelines are to assist you in planning your improvements and maintenance projects. In reviewing these guidelines, you will notice a recurring theme; that is, individual freedom of choice is balanced with consideration of neighbors and the community so that the property and aesthetic values of the neighborhood can be maintained.

Please take a few minutes to become familiar with these guidelines since most of them concern changes or improvements requiring ACC approval. For your convenience, ACC approval forms have been included in Section D of this manual. Upon filling out this form and submitting it with any drawings or plans to the ACC, your project will receive prompt attention.

Respectfully,

SHERD LAKE DEVELOPMENT
THE NORTHRIDGE HOMEOWNERS ASSOCIATION BOARD OF DIRECTORS

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A. GENERAL INTENT

THE INITIAL ARCHITECTURAL STANDARDS AND GUIDELINES SHALL BE RECORDED IN THE COUNTY CLERK'S OFFICE FOR JOHNSON COUNTY, WYOMING. HOWEVER, THESE STANDARDS AND GUIDELINES MAY BE CHANGED, MODIFIED, OR ALTERED, FROM TIME TO TIME BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS ASSOCIATION. THESE CHANGES AND MODIFICATIONS MAY OR MAY NOT BE RECORDED IN THE COUNTY CLERK'S OFFICE. BEFORE ANY CONSTRUCTION OR REPAIR OF IMPROVEMENTS ARE INITIATED, ALL PERSONS ARE CAUTIONED TO VERIFY THAT THEY HAVE CURRENT COPIES OF ALL AMENDMENTS, REVISIONS AND MODIFICATIONS TO THE ARCHITECTURAL STANDARDS AND GUIDELINES. THE SECRETARY OF THE ASSOCIATION WILL, AT ALL TIMES, HAVE CURRENT AND COMPLETE COPIES OF ALL MODIFICATIONS AND REVISIONS TO THE ARCHITECTURAL STANDARDS AND GUIDELINES AND WILL CERTIFY, UPON REQUEST, AS TO THE COMPLETENESS OF THESE STANDARDS AND GUIDELINES. ALL PERSONS ARE URGED TO OBTAIN CERTIFIED COPIES OF THESE GUIDELINES AND STANDARDS.

GENERAL INTENT

OUTLINE FOR ENFORCEMENT OF COVENANTS AND ADMINISTRATION OF ARCHITECTURAL CONTROL COMMITTEE FOR THE NORTHRIDGE SUBDIVISION

The general intent and purpose of the covenants and the Architectural Control Committee is to provide that Sherd Lake, Inc. (Developer) shall have the sole and total control over the Architectural Control Committee (ACC) during the initial construction phase of the Subdivision and until the majority of the houses are complete. Thereafter, when approximately 60% of the lots within the Subdivision have been developed, the make up of the ACC will include not only the Developer but also additional members of the Homeowners Association. Members of the Homeowners Association will be lot and residence owners within the Subdivision. Accordingly, the following is a brief outline of the procedure to accomplish these goals:

A. Covenants are placed on the land (recorded in the Johnson County Courthouse) providing for building restrictions and approval of all buildings by the ACC.

B. The covenants also provide for the creation of a Homeowners Association administered by not less than three directors, elected by the members of the Association members. The majority of these directors shall be actual homeowners and the minority of these directors may be simple lot owners.

C. The covenants further provide that all buildings, additions, exterior home and landscape improvements as well as exterior maintenance projects, be submitted to the ACC in the form of project description, site plans and improvement application form. The specifics of requested information for application to the ACC is determined and set forth in the ACC Guidelines and covenants.

D. The covenants also provide that the sole member of the ACC will be the Developer until the first of the following events occur.

1. The Developer voluntarily relinquishes sole control of the ACC.
2. At least 60% of the lots in the subdivision have been developed.

The Developer shall have the ability to delegate ACC authority and responsibilities to an individual member or a group of members at any time.

E. At such time as the Developer gives up control of the ACC as described above, then the Board of Directors designates at least two additional members to serve on the ACC with the Developer. The Developer will have the option of staying on the ACC or completely resigning. If the Developer resigns from the ACC, then an additional member shall be appointed from the homeowner's group.

F. The covenants will provide that the Developer, the Board of Directors of the Homeowners Association or any individual homeowner or lot owner can enforce the covenants through an injunction in Court. The bylaws of the Association will further provide that homeowners can be assessed a fine for willful violation of the covenants or refusal to comply.

G. All purchasers of lots in the subdivision will sign a purchase agreement specifically providing that the developer has sole control over the ACC and that all improvements placed on the property must

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be approved by the Developer. In addition, the Developer shall retain exclusive rights to construct buildings or improvements placed upon the property.

The Developer may, at anytime, on a Lot by Lot basis, release all or part of the exclusive right to build, subject to mutual agreement of the Lot Buyer and the Developer

H. The initial Architectural Standards and Guidelines shall be recorded in the County Clerk's office for Johnson County, Wyoming. However, these standards and guidelines may be changed, modified, or altered, from time to time by the Board of Directors of the Homeowners Association. These changes and modifications may or may not be recorded in the County Clerk's office. Before any construction or repair or improvements are initiated, all persons are cautioned to verify that they have current copies of all amendments, revisions and modifications to the Architectural Standards and Guidelines. The secretary of the Association will, at all times, have current and complete copies of all standards and guidelines and will certify, upon request, as to the completeness of these standards and guidelines. All persons are urged to obtain certified copies of these standards and guidelines.

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B. DECLARATION OF COVENANT AND RESTRICTIONS **THE NORTHRIDGE SUBDIVISION**

THE INITIAL ARCHITECTURAL STANDARDS AND GUIDELINES SHALL BE RECORDED IN THE COUNTY CLERK'S OFFICE FOR JOHNSON COUNTY, WYOMING. HOWEVER, THESE STANDARDS AND GUIDELINES MAY BE CHANGED, MODIFIED, OR ALTERED, FROM TIME TO TIME BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS ASSOCIATION. THESE CHANGES AND MODIFICATIONS MAY OR MAY NOT BE RECORDED IN THE COUNTY CLERK'S OFFICE. BEFORE ANY CONSTRUCTION OR REPAIR OR IMPROVEMENTS ARE INITIATED, ALL PERSONS ARE CAUTIONED TO VERIFY THAT THEY HAVE CURRENT COPIES OF ALL AMENDMENTS, REVISIONS AND MODIFICATIONS TO THE ARCHITECTURAL STANDARDS AND GUIDELINES. THE SECRETARY OF THE ASSOCIATION WILL, AT ALL TIMES, HAVE CURRENT AND COMPLETE COPIES OF ALL STANDARDS AND GUIDELINES AND WILL CERTIFY, UPON REQUEST, AS TO THE COMPLETENESS OF THESE STANDARDS AND GUIDELINES. ALL PERSONS ARE URGED TO OBTAIN CERTIFIED COPIES OF THESE STANDARDS AND GUIDELINES.



DECLARATION OF COVENANTS AND RESTRICTIONS THE NORTHRIDGE SUBDIVISION

THIS DECLARATION is made this 1st day of May, 1995, by SHERD LAKE, INC., a Wyoming corporation ("Developer"), as owner of that certain property situate in Johnson County, Wyoming, State of Wyoming, known and described as Lots 1-75 of Block 1 of the Northridge Addition according to the plat as submitted to the City of Buffalo, to establish the use and development of said property, to prevent the impairment of the attractiveness of said property, and to maintain property values therein. The Declarant desires hereby to make and impose upon the said real property the restrictions and limitations hereinafter set forth.

1. RECITALS

A. The Developer has subdivided and shall develop Northridge Subdivision into a planned community consisting of residential use and common areas, including but not limited to walkways providing access to adjacent public lands or any future property set aside by the Developer for the common use and enjoyment of property owners in the Northridge Subdivision.

B. The Developer desires to establish for its own benefit and for the mutual benefit of all future owners, or other holders of interests in any portion of the Northridge Subdivision, certain mutually beneficial covenants, conditions, restrictions and obligations with respect to the proper development, use and maintenance of the Northridge Subdivision.

C. The Developer desires and intends that the owners, mortgagees, beneficiaries, trustees and other persons hereafter acquiring any interest in the Northridge Subdivision shall at all times enjoy the benefits of, and shall hold their interest subject to, the rights, easements, privileges, covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the value, desirability and attractiveness of the Northridge Subdivision.

D. The Developer desires to form an Association, herein described as the Northridge Homeowners Association, consisting of a Board of Directors, as a nonprofit corporation, to (1) own, manage and maintain common areas as created in the subdivision, (2) levy, collect and disburse the assessments and other charges imposed hereunder, and (3) act as the agent and representative of the Northridge Subdivision owners and enforce, along with other, the use restrictions and other provisions of this Declaration. The Homeowners Association shall be administered by three directors. The majority of these directors shall be actual homeowners and the minority of these directors may be simple lot owners. Minimal annual assessments shall be collected for the mutual maintenance of common areas and for funding the costs associated with operating and administering the Homeowners Association.

E. Covenants shall provide for the formation of an Architectural Control Committee ("ACC"). The intent and purpose of the covenants and the Architectural Control Committee is to provide that the Developer shall have the sole and total control over the Architectural Control Committee (ACC) during the initial construction phase of the Subdivision and until the majority of the lots are developed. Thereafter, when 60% of the lots within the Subdivision have been developed, the make up of the ACC will include not only the Developer, but also two (2) additional members of the Homeowners Association. Members of the Homeowners Association will be lot and residence owners within the Subdivision.

F. The sole member of the ACC will be the Developer until the first of the following events occur.

- 1) The Developer voluntarily relinquishes sole control of the ACC.
- 2) At least 60% of the lots in the Subdivision have been developed.

G. At such time as the Developer gives up control of the ACC as described above, then the Board of Directors of the Homeowners Association shall designate two additional members to serve on the ACC with the Developer. The Developer shall have the option of staying on the ACC or completely resigning. If the Developer resigns from the ACC, then an additional member shall be appointed either from the homeowner's group or one of the Board of Directors.

H. The Developer desires that all buildings, additions, exterior home and landscaping improvements, as well as exterior maintenance projects must be submitted to the ACC in the form of project description, site plans and improvement application form. The specifics of requested information for application to the ACC will be determined and set forth in the ACC guidelines.

I. The Covenants shall provide that the Developer, the Board of Directors of the Homeowners Association or any individual homeowner or lot owner can enforce the covenants through an injunction in Court. The bylaws of the Association will further provide that homeowners can be assessed a fine for willful violation of the covenants or refusal to comply.

J. All purchasers of lots in the Subdivision will sign a purchase agreement specifically providing that the developer has sole control over the ACC and that all improvements placed on the property must be approved by the Developer. In addition, if the Developer is going to be the exclusive builder on a specific lot, the document will so provide.

K. The Developer therefore wishes to subject all of the Northridge Subdivision to the covenants, conditions, restrictions, assessments, charges, servitude, liens, reservations and easements hereinafter set forth (collectively, "Covenants") which covenants shall run with the land and shall be binding upon and inure to the benefit of all parties having any right, title or interest in any part of the Northridge Subdivision.

NOW, THEREFORE, in consideration of the matters set forth in the Recitals and the Covenants set forth below, the Developer declares as follows:

2. DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

A. "Association" shall mean The Northridge Homeowners Association, a Wyoming nonprofit corporation, its successors and assigns.

B. "The Properties" shall mean all such properties subject to this Declaration under the provisions of Article II hereof.

C. "Common Area" or "Common Properties" shall mean all the real property, including improvements thereon, owned by the Association or declared as such in any recorded Subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the Owners of The Properties.

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D. "Lot" shall mean any plot of land shown upon any recorded Subdivision plat of The Properties, but not including land designated as Common Properties.

E. "Living Unit" shall mean any portion of a house situated in The Properties designed and intended for use and occupancy as a residence by a single family

F. "Owner" or "Owners" shall mean as one collective unit the person or persons or entity or entities holding fee simple title to any Lot located within The Properties, but shall not mean a mortgagee unless and until such mortgagee acquires fee simple title to a Lot.

G. "Member" shall mean every Owner, who shall hold membership in the Association

H. "Architectural Control Committee" shall mean the Committee appointed under Section 7. of this Declaration.

I. "Related Users" shall be those persons other than Owners who reside in a Living Unit.

3. PROPERTY SUBJECT TO THIS DECLARATION

The real property which is subject to this Declaration is located in the County of Johnson, State of Wyoming, and is more particularly described on Exhibit A which is attached hereto and made a part hereof. All of said real property shall hereinafter be referred to as "The Properties", and shall be held, sold and conveyed subject to this Declaration. The easements, covenants, restrictions and charges stated in this Declaration shall run with the land and shall be binding upon and inure to the benefit of each Owner.

4. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

A. Membership. Every Owner of a Lot subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association, and shall terminate on transfer of a fee simple title by the Owner. Ownership of such Lot shall be the sole qualification for membership.

B. Voting Rights. Each Member shall be entitled to one vote for each Lot owned. The vote for such Lot shall be exercised as the Owner or Owners shall determine. In no event shall more than one vote be cast with respect to any one Lot. Legal written proxies will be allowed.

5. PROPERTY RIGHTS IN THE COMMON AREA

A. Members' Easements of Enjoyment. Subject to the provisions of this Declaration, every Member shall have a limited and non-exclusive right and easement of enjoyment in and to the Common Area, and such right shall be appurtenant to and shall pass with the title to every Lot.

B. Title to Common Area. Title to the Common Area shall be vested in the Association. No Owner shall have the right to partition or seek partition of the Common Area

C. Extent of Members' Rights. The rights created hereby shall be subject to the following:

1. The right of the Association to establish rules for use of the Common Area.

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2. The right of the Association to suspend the enjoyment rights of any Member and Related User for any period during which any assessment remains unpaid, and for up to sixty (60) days for any infraction of this Declaration, or any rules, regulations or architectural guidelines adopted pursuant to this Declaration, unless the breach is a continuing breach, in which case the suspension shall continue for as long as the breach continues.

3. The right of the Association to dedicate or transfer all or any part of the Common Area to any municipal corporation, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by two-thirds (2/3) of the Owners has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

4. The right of the Association to close or limit the use of any Common Area for any reasonable purpose, whether permanently or temporarily.

D. Delegation of Use. Any Member may share the right of enjoyment of the Common Area with Related Users. If a Living Unit is rented, all rights of the Member in and to the Common Area shall transfer to the tenants of the Living Unit during the term of the tenancy.

6. ASSESSMENTS

A. Creation of Lien and Personal Obligation of Assessments. Each Owner of a Lot, excluding lots owned by the Developer, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay assessments to the Association. Annual assessments and special assessments shall be uniform and equal, and shall be levied and collected from time to time as hereinafter provided. Assessments together with the fees, costs and charges described in part H. of Section 6. of this of this Declaration shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Each such assessment, together with interest, late fees, attorney fees, actual costs and court costs, shall also be the personal obligation of all persons who were the Owners of such property at the time when the assessment fell due.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety (without being obligated to provide for the safety or security of any person or property) enjoyment and welfare of the residents and Owners and for the improvement, administration and maintenance of The Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

C. Basis and Maximum of Annual Assessments.

1. Annual assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors, in its sole discretion, shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connection with the maintenance and operation of the Association.

2. Each Lot is presently subject to a maximum annual assessment of not more than \$50.00. The Board of Directors shall fix the annual assessment within the maximum amount and



may raise or lower the annual assessment within the maximum as the Board may deem necessary in its discretion. The maximum annual assessment described above may be increased or decreased by vote of the Members, as hereinafter provided.

D. Change in Basis and Maximum of Annual Assessments. The Association may change the maximum of the assessment fixed by part C. of this section provided that any such change shall have the approval of two-thirds (2/3) of the votes of the Members who are voting in person or by written proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Special Assessments for Capital Improvements. In addition to annual assessments, the Board of Directors may levy special assessments in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the cost of construction or reconstruction, or unexpected repair or replacement of a described capital improvement upon the Common Area. The due date of any special assessment shall be fixed in the resolution authorizing such assessment. Any such assessment shall have the approval of two-thirds (2/3) of the votes of the Members who are voting in person or by written proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for any Action Authorized Under Parts D. and E. The quorum required for any action authorized in Parts D. and E. of this Section 6. shall be as follows:

At the first meeting called, the presence at the meeting of Members, or of written proxies, entitled to cast sixty percent (60%) of the votes of Members shall constitute a quorum. If the required quorum is not obtained, another meeting may be called and held within sixty (60) days of the preceding meeting. The required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting.

G. Date of Change in Annual Assessments; Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot and shall give the Owners subject thereto written notice of any change in such assessment at least 30 days in advance of the due date of such assessment. The due date shall be established by the Board of Directors.

H. Effect of Non-payment of Assessments; the Lien; Remedies of the Association.

1. If an assessment is not paid on the due date, such assessment shall be delinquent. Any assessment which is not paid within thirty (30) days of the due date shall: (1) bear interest from the due date at the annual rate of fifteen percent (15%) from such due date; (2) be subject to a late fee, imposed to compensate the Association for the estimated administrative costs incurred in enforcing collection of assessments, in an amount determined by the Board; and (3) all court costs and actual costs of collection.

2. Annual, special or reimbursement assessments (as defined in Section 2.8, A3, of this Declaration) including actual costs, court costs, interest, late fees and reasonable attorney fees, shall constitute an automatic lien on such Lot from the date of delinquency until the assessment and said costs are paid. The Association may record a Notice of Lien with the Clerk and Recorder in Johnson County which shall state the amount of the delinquent assessments together with interest, late fees, attorney fees, actual costs and court costs. Upon payment of the amount due, including assessments and charges that have accrued subsequent to the filing of the lien, the Association shall execute and file a release of such lien.



3. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same. It may enforce a lien in the manner provided by law with respect to a judgement lien on real property, and all costs of collection and foreclosure (including attorney fees) shall be added to the amount due.

4. If a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's actual costs, court costs, interest, late fees and reasonable attorney fees, which shall be secured by a lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Area, abandonment or conveyance of his Lot or because of dissatisfaction or disagreement with the Board's actions.

I. Subordination of the Lien to First or Second Mortgages; and Homestead Exemption.

1. The lien of the assessments provided for herein shall be subordinate only to the lien of any first or second mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien.

2. The sale or transfer of any Lot which is subject to a first or second mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust, shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability for any assessment thereafter becoming due or from the lien thereof, or extinguish the Owner's personal obligation.

3. The Association's assessment lien shall be superior to any homestead exemption now or hereafter provided by state or federal laws. The acceptance of a deed subject to this Declaration shall constitute a waiver of the homestead and any other exemption for this purpose.

J. Exempt Property. The following property is exempt from the assessments, charges and liens created herein:

1. all properties dedicated and accepted by a local public authority and devoted to public use.
2. all Common Area and Common properties.
3. all properties currently owned by the Developer.

K. Assessment Reserves. The Board shall maintain reserve funds out of the annual assessments to pay for the maintenance and repair of the Common Area. Such reserve funds shall not be used to construct or establish new capital improvements without the approval of two-thirds (2/3) of the votes of the Members cast at a meeting duly called for this purpose. The quorum shall be the same as that provided in Part F. of this Section.

L. Estoppel Certificates. The Board shall keep a roster of The Properties subject to assessments together with applicable assessments in the Association office for inspection by any Owner. Upon the payment of such reasonable fee as may be determined from time to time by the Board of Directors, and upon the written request of any Owner, mortgagee, title company or person intending to acquire any right, title or interest to a Lot the Association shall furnish a written certificate setting forth the current amount of assessment together with the amounts due and unpaid, if any, with respect to that Lot.



7. ARCHITECTURAL CONTROL

A. Architectural Control Committee. At such time that the Developer is no longer the sole member of the ACC, the same shall be subject to the following:

1. The Architectural Control Committee shall be composed of individuals (who must be Members of the Association) appointed and removed by the Board of Directors as it, in its sole discretion, deems necessary and appropriate to the circumstances. In the event of a vacancy on the Architectural Control Committee, the Board shall have full authority to designate a successor. The majority of the Architectural Control Committee may designate a representative to act for it. The Architectural Control Committee shall consist of three or more persons who may act to the extent Set forth in this Declaration or as otherwise authorized from time to time by the Board. Neither the Architectural Control Committee nor its members shall be deemed to be agents of the Board for any purpose.

2. The Board of Directors may require the Architectural Control Committee to prepare rules or guidelines regarding anything relevant to its functions, including, but not limited to, minimum standards and procedures for the submission of plans and specifications for approval, adoption and enforcement of rules for architectural violations or reasonable penalties for violation of this Section, subject to approval of the Board of Directors. Following approval by the Board, any rules or guidelines adopted pursuant to this section shall be made available to the Members.

3. Architectural Standards and Guidelines may be changed by the Board from time to time. Any such change shall not be interpreted as selected enforcement or waiver of the right to enforce architectural restrictions or guidelines. Architectural Standards and Guidelines, as the same may be amended from time to time, shall be enforceable against all persons and entities whether the same are recorded in the public records or not. At any time, upon request, the Secretary of the Board shall certify as to the completeness of the standards and guidelines.

4. The Architectural Control Committee shall exercise reasonable judgment to see that all improvements, construction, landscaping and alterations on lands within the Properties conform to and harmonize with existing surroundings and structures.

5. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

6. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions taken by it.

B. Restrictions on Construction, Maintenance and Improvements. The following apply to construction, maintenance, and improvements of Lots and Living Units

1. No construction of any building, roof, fence or other improvement shall be erected, placed or altered on any Lot until the plans and specifications and any other requirements established in the architectural guidelines have been approved by the Architectural Control Committee as to the type and quality of workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finished grade elevation. The Architectural Control Committee shall have the right to refuse to approve any plans, specifications or grading plans which are not compatible with the ACC guidelines. The Architectural Control Committee shall base its evaluation on aesthetics, the Association purposes,

and the factors set forth in part A4 of this Section; it shall not be responsible for building code compliance or structural or construction integrity.

2. All subsequent changes or additions affecting the external appearance of said structure, including but not limited to fences, roofing material, walls, recreational equipment, awnings, antennae, satellite dishes, cable television, air conditioners and coolers, including the size, color, texture, quality, materials, or location thereof, shall be subject to regulation and the prior approval of the Architectural Control Committee.

3. The Architectural Control Committee's approval or disapproval shall be in writing. The Architectural Control Committee may require with each application such detail in plans and specifications and such other information as it deems proper. Until receipt by the Architectural Control Committee of all required plans, specification and other information, the Architectural Control Committee may postpone review of anything submitted for approval. In the event the Architectural Control Committee fails to take any action within thirty (30) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with. The approval or consent of the Architectural Control Committee to any plans or specifications for any work done or proposed or in connection with any matter requiring the approval or consent of the Architectural Control Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar plans or specifications or other matters subsequently or additionally submitted for approval by the same or a different person.

4. No clothes line, drying yard, service yard, wood pile, storage area, sign, satellite dish, radio or TV antenna, or other improvement of any kind prohibited or regulated by the Architectural Guidelines, shall be displayed to the public view on any part of a Lot or Living Unit without complying with the Architectural Guidelines or obtaining the written approval of the Architectural Control Committee, except that a single "FOR SALE" sign or "FOR RENT" sign not to exceed six (6) square feet in size shall be allowed without written approval. Permanent ornamental lights shall be in accordance with Architectural Control Committee guidelines.

5. No permanent outdoor overhead wire or service drop for the distribution of electric energy or other purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained on a Lot. All Owners shall use underground service wires to connect their Lots and improvements to the underground electric or telephone utility facilities.

C. Appeal. At such time that the Developer has removed itself from the responsibilities of architectural control of the Subdivision; any Owner may appeal a decision of the Architectural Control Committee to the Board of Directors, by giving written notice of such appeal to the Board of Directors and to the Architectural Control Committee within ten (10) days after such decision. The Board or any other Committee appointed by the Board for such purposes (the members of which do not need to be Members of the Association), shall hear the appeal and shall decide whether or not the decision or conditions imposed by the Architectural Control Committee shall be affirmed, reversed or modified.

D. Nonliability of Architectural Control Committee and Board Members. The Architectural Control Committee, its members, the Board, and any member of the Board of Directors shall not be liable to the Association or to any Owner or person for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Committee's or Board's respective duties under this Declaration, unless the claim is based on an act or omission involving bad faith, intentional misconduct or a knowing violation of a law. The Architectural Control Committee or Board shall not be responsible for reviewing any plans and specifications for structural safety, engineering soundness, or





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conformance with building codes or any other laws or standards. Neither the Committee nor the Board, by their action or inaction, shall be deemed to have considered any of these factors.

E. Variances. The Architectural Control Committee may authorize variances from compliance with any of the architectural provisions, guidelines, or rules and regulations when circumstances so warrant. Variances must be evidenced in writing and must be signed by a majority of all of the Members of the Architectural Control Committee and approved by a majority of the Board. If a variance is granted, no violation of the covenants, conditions or restrictions contained in this Declaration or in the Association's architectural guidelines or rules and regulations shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision in the particular instance covered by the variance.

F. Compliance and Enforcement. The Association may apply the remedies set forth in Article VIII, Section 7, to any violation of this Article VI and any violation of the Association's architectural guidelines or rules and regulations.

8. GENERAL RESTRICTIONS APPLICABLE TO PROPERTY BY OCCUPANTS

A. Restrictions. All Lots, Living Units and Common Area shall be held, used and enjoyed subject to the following restrictions and shall be subject to additional rules and regulations as adopted from time to time by the Board of Directors. These restrictions are general in nature and the Board shall have the power to adopt and enforce more specific rules and regulations as the Board deems to be reasonable and necessary to carry out the intent of this Declaration (herein "Rules and Regulations")

B. Maintenance; Reimbursement Assessment. No Lot or Living Unit shall be permitted to fall into disrepair. Each Lot and Living Unit shall be kept and maintained in a clean, safe, attractive and sightly condition and in compliance with all rules and regulations and architectural guidelines.

1. Upon Violation of this section by any Owner, the Architectural Control Committee or its designated agents may, at its option, after giving the Owner thirty (30) days' written notice and offering the Owner the right to a Hearing before the Architectural Control Committee, enter upon the Lot at reasonable hours and have the grass, weeds, and vegetation cut when, and as often as, the same is necessary in its judgment, and have dead trees, shrubs and plants removed from any Lot.

2. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Architectural Control Committee may, at its option, after giving the Owner six (6) months' written notice and the right to a Hearing before the Architectural Control Committee, enter upon the Lot at reasonable hours and make repairs and improve the appearance in a reasonable and workmanlike manner.

3. The cost of such maintenance referred to in A and B above shall be assessed against the Lot as a reimbursement assessment and shall be added to and become part of the annual assessment to which such Lot is subject under Article of this Declaration.

C. Waste. No Lot or Common Area shall be used or maintained as a dumping ground for rubbish, grass clippings, garbage or trash. Garbage and other waste shall be kept in sanitary containers. All containers for the storage or disposal of such material shall be kept in a clean and sanitary condition, and comply with all local, state or federal requirements, and shall be obscured from public view by planting, fences or other means.

D. Building Material. No building material of any kind or character shall be placed upon any Lot except in connection with construction approved as hereinafter provided. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and completed.

E. Pets. Owner may keep a maximum of four (4) domestic household pets and in all respects conform with any pet guidelines of the rules and regulations. No dangerous pets or other animals shall be raised, kept or permitted upon The Properties or any part thereof. No pets shall run at large. No pets may be kept, bred or raised for commercial purposes.

F. Structures. No used or previously erected or temporary house, structure, house trailer or non-permanent outbuilding shall be placed, erected or allowed to remain on any Lot within The Properties except during construction.

G. Vehicles and Equipment. Recreational or business vehicles and equipment, including but not limited to, motor homes, mobile homes, trailers, campers, buses, boats or trucks, tractors, shall not be parked, placed or maintained on any Lot or street, for any purpose, for any period of time in excess of thirty-six (36) hours, unless in conformance with the rules and regulations. However, vehicles that can be and are stored completely within attached garages and are not used for living purposes will not be in violation hereof. Inoperable vehicles of any kind cannot be repaired, constructed or allowed to remain on any Lot so as to be visible from any street or other Lot. Any vehicle may be towed by the Association if it is in violation of any city or County regulation or the Declaration or rules and regulations. The Board may adopt and enforce additional rules and regulations regarding vehicles and parking, and those rules and regulations shall have the same force and effect as these restrictions.

H. Activities. No noxious, illegal, hazardous or offensive activity shall be carried on upon The Properties or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to others. Determination of whether an activity violates this covenant shall be at the sole discretion of the Board of Directors and shall be subject to the rules and regulations adopted from time to time by the Board.

I. Violation of Law. Nothing shall be done or kept on or in any Lot or Living Unit in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction. Any use or activity which is a violation of applicable zoning codes, building codes or other laws and regulations shall be a breach of this Declaration, subject to enforcement by the Association.

J. Home Occupation. A Lot Owner may conduct "Home Occupation" activities provided that such commercial activities shall:

1. Employ no one other than the owner
2. Be conducted completely within the enclosed structure
3. Not exceed 25% of building space
4. Not generate traffic volume which exceeds that of normal residential use
5. Not include signs of any kind that advertise, disclose or give notice of any such business.
6. Shall not include electrical service capacities that exceed that of normal residential capacities.

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Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



7. Utilize retail inventory placed for sale
8. Not include any process or procedure that produces affluent, smoke, tailings, refuge, or any other by-product.
9. Not require materials, equipment, or products related to the commercial activity to be stored on any lot except within an enclosed structure approved by the ACC.

9. DUTIES AND POWERS OF ASSOCIATION

A. General Duties and Powers of Association. Acting through the Board, the Association shall have the duties and powers herein set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Members, to maintain, improve and enhance The Properties and to improve and enhance the attractiveness, desirability and safety of the Common Areas. The Association shall not have a specific duty to provide for the safety and security of any Owner, Lot or Living Unit or resident thereof.

B. Duty to Manage and Care for Association Property. The Association shall manage, operate, care for, maintain and repair all Association property and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members. This shall include the power to close or alter facilities and to limit use of any Common Area.

C. Duty to Pay Taxes. The Association shall pay all taxes and assessments payable by the Association, and may contest any taxes or assessments provided that it shall contest them by appropriate proceedings

D. Duty to Prepare Budgets and Provide Audits. The Association shall prepare annual budgets and may provide for an audit of the accounts of the Association, whenever the Board shall so determine.

E. Power to Acquire Property and Construct and Operate Improvements. The Association may acquire property or interests in real and personal property for the common benefit of Owners. The Association may construct and operate, manage and maintain improvements on Common Area and may demolish existing and constructed improvements.

F. Power to Adopt Rules and Regulations. The Board of Directors may adopt, amend, repeal and enforce rules and regulations as it deems desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of Common Area and the use of any of the Properties, including Lots.

1. The rules and regulations shall be reasonable and uniformly applied.
2. The rules and regulations shall be effective fifteen days after delivery of Notice of the adoption, amendment or repeal of any rule or regulation, in writing to each Member. Copies of the currently effective rules and regulations shall be made available to each Member and resident upon request.
3. Each Member shall comply with the rules and regulations and shall see that Related Users and tenant claiming through such Member comply with the rules and regulations.



4. The rules and regulations shall have the same force and effect as if they were part of this Declaration. In the event of conflict between the rules and regulations and this Declaration, this Declaration shall prevail

G. Power to Enforce Declaration. Architectural Guidelines and the Rules and Regulations. The Association has the non-exclusive power to enforce this Declaration, architectural guidelines and the rules and regulations and shall take such action as the Board deems desirable to cause such compliance by each Member and each Related User, by any of the following means:

1. By entry upon any Lot after notice and right to a hearing (unless a bona fide emergency exists), without liability to the Owner thereof, for the purpose of enforcement or causing compliance including by curing said violation for the Owner with this Declaration, the rules and regulations, or architectural guidelines.
2. By commencing and maintaining actions and suits to recover damages or restrain and enjoin any breach or threatened breach of this Declaration or the rules and regulations or architectural guidelines, by mandatory injunction or otherwise.
3. By exclusion, after notice and right to a hearing, of any Member or Related User from use of any Common Area for up to sixty (60) days following any breach of this Declaration, the rules and regulations or the architectural guidelines by such Member or any Related User, unless the breach is a continuing breach in which case the exclusion shall continue for as long as the breach continues.
4. By suspension, after notice and right to a hearing, of the voting rights of a Member for up to sixty (60) days following any breach of this Declaration, architectural guidelines or the rules and regulations, unless the breach is a continuing breach in which case the suspension shall continue for so long as a breach continues.
5. By levying and collecting, after notice and right to a hearing, a reimbursement assessment for any costs incurred in enforcement, including administrative costs, attorney fees, court costs, fines and interest, against any Member for breach of this Declaration, architectural guidelines or the rules and regulations by such Member or a Related User, to be secured by a continuing lien, from the date it is levied.
6. By levying and collecting, after notice and right to a hearing, reasonable and uniformly applied fines and penalties, including the filing of liens for the payment thereof, established in advance in the rules and regulations or architectural guidelines, for breach of this Declaration or the architectural guidelines or the rules and regulations.
7. Each day of a violation that continues after the Association issues a demand to cease said violation shall be treated as a new violation.

H. Power to Provide Special Services. The Association has the power to provide services to a Member or group of Members, pursuant to an agreement in writing, which shall provide for payment by such Member or group of Members of the reasonably estimated costs and expenses of providing such services, including a fair share of the Association's overhead expenses. It shall contain provisions that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns of the Member or group of Members and that the payment for such services shall be secured by a continuing lien on the Lot of the Member or group of Members.



I. Power to Charge for Facilities and Services. The Association has the power to establish reasonable and uniformly applied charges for the use of facilities and services. The charges may include reasonable admission or other fees for any special or extraordinary use of property or services of the Association such as special parking privileges, instruction, or other uses beyond the ordinary use of Common Area, facilities and services. Such charges or fees may be set forth in schedules of charges and fees adopted from time to time by the Board of Directors. Nothing in this section shall be interpreted to require the Board to allow the use of the Common Area for the special or extraordinary uses described in this Section.

J. Power to Grant Easements. The Association has the power to grant access, utility, drainage, water facility and other such easements in, on, over or under Common Area.

K. Power to Dedicate, Grant, Sell, Convey and Transfer Property. The Association has the power to dedicate, grant, sell, convey, or transfer all or any Common Area or facilities to any public or governmental agency, authority, or utility for such purposes and subject to such terms and conditions as the Association shall deem appropriate, subject to the provisions elsewhere contained in this Declaration. No such dedication, grant, sale, conveyance or transfer shall be effective unless an instrument has been signed by sixty-six and two-thirds percent (66- 2/3%) of the Owners agreeing to such dedication, grant, sale, conveyance or transfer.

L. Power to Borrow Money and Mortgage. The Association has the power to borrow money. With the approval of two-thirds (2/3) of the votes at a meeting, following delivery of written notice of intent to vote thereon, at which a quorum of at least sixty-six and two-thirds percent (66-2/3%) of all Members is present in person or by proxy, the Board has the power to mortgage, pledge, encumber by deed in trust, or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.

M. Power to Engage a Manager or Management Company, Employees, Agents and Consultants. The Association has the power to hire and discharge a manager or management company, employees and agents and to retain and pay for legal and accounting services in connection with the performance of any duties or the exercise of any powers of the Association.

N. Mergers and Consolidations. The Association has the power to participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area. Any such merger, consolidation or annexation shall be approved by an instrument signed by sixty-six and two-thirds percent (66-2/3%) of the Owners.

O. General Corporate Powers. The Association has all of the ordinary powers and rights of a Wyoming nonprofit corporation. The Association has the power to do all lawful things which may be authorized, required or permitted to be done under this Declaration or the Articles of Incorporation and Bylaws, and to perform all acts which may be necessary to, desirable for, or incidental to, the exercise of any of the express powers under this Declaration and the Articles of Incorporation and Bylaws

P. Liability of Owners. Each Member shall be liable to the Association for any damage to any Common Area and improvements, or for any expense or liability incurred by the Association, to the extent not covered by insurance (including insurance deductibles), which may be sustained because of the negligence or willful misconduct of such Member or any Related User, or for any violation by such Member or any such Related User of this Declaration, the rules and regulations, or the architectural guidelines. The Association may enforce its rights under this section by levying a reimbursement assessment under the provisions of this Declaration.

10. INSURANCE AND INDEMNIFICATION

A. Insurance. The Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable:

1. Casualty, fire and extended coverage insurance with respect to all insurable improvements and personal property owned by the Association including coverage for vandalism and malicious mischief and, if available and if deemed appropriate, coverage for flood, earthquake and war risk. Casualty, fire and extended coverage insurance with respect to insurable improvements shall, to the extent reasonably obtainable, be for the full insurable value based on current replacement cost.
2. Broad form comprehensive liability insurance covering public liability for bodily injury and property damage including, if the Association owns or operates motor vehicles, public liability for bodily injury and property damage arising as a result of the ownership or operation of motor vehicles. Public liability insurance for other than motor vehicle liability shall, to the extent reasonably obtainable, have limits of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per occurrence.
3. A blanket fidelity bond for any person handling Association funds in an amount deemed reasonable by the Board.
4. Such other insurance as may be required by law, including workmen's compensation insurance.
5. The Association has the power to obtain, remove, increase or decrease insurance, such as Director and Officer Liability Insurance, and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

B. General provisions Respecting Insurance.

1. Insurance obtained by the Association may contain such deductible provisions as good business practice may dictate, and may: (1) cover each Member without each Member necessarily being specifically named; and (2) contain a waiver or rights of subrogation as against the Association, each Member and any person claiming by, through or under such Member and as against any officer, director, agent or employee of any of the foregoing. Deductibles may be passed on to Members who cause them through a reimbursement assessment.
 2. Insurance policies and insurance coverage shall be reviewed annually by the Board of Directors to ascertain whether coverage under the policies is sufficient in the light of the current values and in the light of the potential liabilities of the Association. Casualty, fire and extended coverage insurance may be provided under blanket policies covering the Common Area.
- C. Damage and Destruction. If damaged by fire or other casualty, the Association may, at its option, repair, reconstruct or replace the Common Area and improvements.

1. Any insurance proceeds payable by reason of damage or destruction of Association property by fire or other casualty shall be paid to the Association.
2. If funds from insurance proceeds or from reserves for replacement are insufficient to pay all costs of repair, reconstruction or replacement of improvements damaged or destroyed, or if the Association is required to make repairs, replacements or improvements by governmental





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authorities, the Association may, in order to make up any deficiency in the insurance proceeds or to pay for the required repair, replacement or improvement, levy a special assessment, or if a Member or group of Members is liable for such damage, levy a reimbursement assessment against the Member or group of Members responsible therefor, to provide the additional funds necessary as elsewhere provided in this Declaration.

3. Repair, reconstruction or replacement of Association property shall be done under such contracting and bidding procedures as the Association shall determine are appropriate.

4. If insurance proceeds available to the Association on account of damage or destruction exceed the cost of repair, reconstruction and replacement, the Association may use the same for future maintenance, repair, improvement and operation of other Association property.

D. Indemnification. Each officer, director and committee member of the Association shall be indemnified by the Association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an officer, director or committee member of the Association, or any settlements thereof, whether or not he is an officer, director or committee member of the Association at the time such expenses are incurred, to the full extent permitted by Wyoming laws.

11. GENERAL PROVISIONS

A. Duration and Amendment.

1. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns until, 2015. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of sixty six and two-thirds percent (66-2/3%) of the Lots has been recorded agreeing to terminate these covenants and restrictions

2. The Covenants and restrictions of this Declaration may be amended by an instrument signed by the Owners of not less than sixty six and two-thirds percent (66-2/3%) of the Lots.

3. Any amendment or revocation shall be effective when it is properly recorded in the records of the Clerk and Recorder of Johnson County. The President and Secretary of the Association may certify in a recorded affidavit that the appropriate number of Owners executed the amendment or revocation, in lieu of recording each individual signature.

4. Where an Owner consists of more than one person or entity, the execution of any amendment or revocation shall be valid if executed by any person or entity or combination thereof having at least an undivided one-half interest in the Lot. Signatures need not be notarized and need not be identical to the name of the recorded Owner, but shall be sufficiently close as to be identified as a proper signature of such person. The originals of all signatures shall be retained for a period of one year from the date of recording.

5. No action shall be commenced or maintained to challenge the validity of any aspect of any amendment or revocation of the Association's Declaration, Articles of Incorporation or Bylaws unless it is commenced within one year from the effective date of said amendment or revocation.

6. The Association, by and through its Board of Directors, is granted the right and power to approve and record technical amendments to this Declaration for the limited purpose of correcting spelling, grammar, dates or as is otherwise necessary to clarify the meaning of the provisions of this Declaration and to record amendments to reflect any duly authorized change in the maximum annual assessments under Part D., section 6. of this Declaration.

B. Association Powers in the Event of Condemnation. If any Common Area or interests therein are taken under exercise of the power of eminent domain or by private purchase in lieu thereof, the award in condemnation or by the price payable shall be paid to the Association, except to the extent payable to any other Person with an interest in such property including any Mortgagee of such property. The Association shall have the exclusive right to participate in such condemnation proceedings and to represent the interests of all Owners therein. Any award or funds received by the Association shall be held by the Association as a reserve for future maintenance, repair, reconstruction or replacement of Common Area or may be used for improvements or additions to, or operation of, Common Area. No Owner shall be entitled to participate as a party or otherwise in any condemnation proceedings of Common Area.

C. Title to Common Area on Dissolution of Association. In the event of dissolution of the Association, the Common Area shall, to the extent reasonably possible, be conveyed or transferred to an appropriate public or governmental agency or agencies or to a nonprofit corporation, association, trust or other organization, to be used, in any such event, for the common benefit of Owners for similar purposes for which the particular Common Area was held by the Association. To the extent the foregoing is not possible, the Common Area shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Members in equal proportions.

D. Notices. Unless otherwise stated herein, any notice required to be sent to any Member under this Declaration shall be deemed to have been properly sent when mailed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

E. Enforcement. Every suit to enforce these covenants, or restrain a violation or attempted violation hereof, or to modify or remove a structure fully or partially completed or in violation hereof, shall be commenced no later than one year from the date of the violation for which the action is sought to be brought or maintained. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall not be liable to reimburse any Owner for attorney fees or costs incurred in any suit brought by an Owner to enforce or attempt to enforce these covenants.

F. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

G. Effect of Ordinances. Police, fire and other public safety ordinances of any governmental corporation or unit having jurisdiction over any portion of The Properties shall govern where more restrictive than these covenants and restrictions.

H. Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of said property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said property.



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



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IN WITNESS WHEREOF the parties have unto executed this instrument at Buffalo, Wyoming on the 30th day of June, 1995.

SHERD LAKE, INC.

By: Kenneth R. Reid
Kenneth R. Reid - President

Attest: Patricia D. Reid
Patricia D. Reid - Secretary

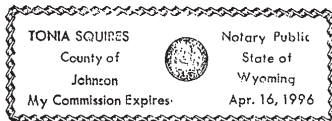
This Corporation Operates Without A Seal

STATE OF WYOMING)
) ss.
County of Johnson)

The foregoing instrument was acknowledged before me by Kenneth R. Reid and Patricia D. Reid this 30th day of June, 1995.

Witness my hand and official seal

My commission expires:



Tonia Squires



ACC GUIDELINES

1. OVERVIEW

All homeowners should have a copy, as a part of "THE NORTHRIDGE HOMEOWNERS ASSOCIATION RESIDENTIAL GUIDELINES MANUAL", the Declaration of Covenants and Restrictions recorded in the public records of Johnson County on _____, 1995 which contain broad, general objectives regarding the architectural control in the community. These objectives, simply stated, are to keep the community attractive for enjoyment by families who live here and to protect property values of the homes in this community. In addition, "THE NORTHRIDGE HOMEOWNERS ASSOCIATION RESIDENTIAL GUIDELINES MANUAL", should contain the ACC guidelines and a summary of these guidelines, and ACC approval forms.

The Covenants provide for the formation of an Architectural Control Committee ("ACC"). Three or more representatives must be appointed by the Board of Directors ("Board") of The Northridge Homeowner's Association ("Association"). The ACC, therefore, performs its duties as an extension of the Association. Any changes to the ACC membership must be approved by the Board.

The ACC shall not be liable in damage to any person submitting requests for approval, or to any homeowner within the properties, by reason of any actions, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests. The Northridge Homeowners Association Board of Directors has the authority under the Covenants to impose fines which may be levied for failure to obtain ACC approval prior to starting any project.

The following excerpts are from The Northridge Covenants as found in Section 7, Architectural Control.

A. Architectural Control Committee

1. The Architectural Control Committee shall be composed of individuals (who must be Members of the Association) appointed and removed by the Board of Directors as it, in its sole discretion, deems necessary and appropriate to the circumstances. In the event of a vacancy on the Architectural Control Committee, the Board shall have full authority to designate a successor. The majority of the Architectural Control Committee may designate a representative to act for it. The Architectural Control Committee shall consist of three or more persons who may act to the extent Set forth in this Declaration or as otherwise authorized from time to time by the Board. Neither the Architectural Control Committee nor its members shall be deemed to be agents of the Board for any purpose.

2. The Board of Directors may require the Architectural Control Committee to prepare rules or guidelines regarding anything relevant to its functions, including, but not limited to, minimum standards and procedures for the submission of plans and specifications for approval, adoption and enforcement of rules for architectural violations or reasonable penalties for violation of this Article, subject to approval of the Board of Directors. Following approval by the Board, any rules or guidelines adopted pursuant to this section shall be made available to the Members.

3. Architectural Standards and Guidelines may be changed by the Board from time to time. Any such change shall not be interpreted as selected enforcement or waiver of the right to enforce architectural restrictions or guidelines. Architectural Standards and Guidelines, as the same may be amended from time to time, shall be enforceable against all persons and entities

whether the same are recorded in the public records or not. At any time, upon request, the Secretary of the Board shall certify as to the completeness of the standards and guidelines.

4. The Architectural Control Committee shall exercise reasonable judgment to see that all improvements, construction, landscaping and alterations on lands within the Properties conform to and harmonize with existing surroundings and structures.

5. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements

6. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions taken by it.

B. Restrictions on Construction, Maintenance and Improvements.

The following guidelines apply to construction, maintenance, and improvements of Lots and Living Units.

1. No construction of any building, roof, fence or other improvement shall be erected, placed or altered on any Lot until the plans and specifications and any other requirements established in the architectural guidelines have been approved by the Architectural Control Committee as to the type and quality of workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finished grade elevation. The Architectural Control Committee shall have the right to refuse to approve any plans, specifications or grading plans which are not compatible with the ACC guidelines. The Architectural Control Committee shall base its evaluation on aesthetics, the Association purposes, and the factors set forth in part A4, of this Article; it shall not be responsible for building code compliance or structural or construction integrity.

C. Nonliability of Architectural Control Committee and Board Members. The Architectural Control Committee, its members, the Board, and any member of the Board of Directors shall not be liable to the Association or to any Owner or person for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Committee's or Board's respective duties under this Declaration, unless the claim is based on an act or omission involving bad faith, intentional misconduct or a knowing violation of a law. The Architectural Control Committee or Board shall not be responsible for reviewing any plans and specifications for structural safety, engineering soundness, or conformance with building codes or any other laws or standards. Neither the Committee nor the Board, by their action or inaction, shall be deemed to have considered any of these factors.

D. Variances. A majority of the Board of Directors may authorize variances from compliance with any of the architectural provisions, guidelines, rules, or regulations in accordance with either of the following procedures:

1. Upon a written recommendation of a majority of the Architectural Control Committee;
- or,
2. Upon a written request by a homeowner who disagrees with the decision reached by the Architectural Control Committee's "Request for Approval" determination.

C2





2. ARCHITECTURAL CONTROL COMMITTEE ("ACC") PROJECT REVIEW PROCEDURE

The Covenants state "Procedures: approve or disapprove all plans and requests within (30) days after submission. In the event the ACC fails to take any action within thirty (30) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with. A simple "majority vote of the ACC will be required for approval or disapproval of proposed improvements. Written records will be maintained of all applications submitted to it and of all actions it may have taken."

The ACC has adopted the following procedure to comply with the responsibility to review "Requests for Approval."

1. The homeowner submit's a Northridge "Request for Approval for Exterior Improvement" form with appropriate drawings and descriptions explaining the project; to include a planned completion date.
2. The documentation will be accepted as complete and acted upon by the ACC or the project will be disapproved (since the ACC must accept or reject a project in 30 days) and returned to the requestor with a description of missing information.

The following excerpt is from The Northridge Covenants as found in Section 7:

B. Restrictions on Construction, Maintenance and Improvements.

1. The Architectural Control Committee's approval or disapproval shall be in writing. The Architectural Control Committee may require with each application such detail in plans and specifications and such other information as it deems proper. Until receipt by the Architectural Control Committee of all required plans, specification and other information, the Architectural Control Committee may postpone review of anything submitted for approval. In the event the Architectural Control Committee fails to take any action within thirty (30) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with. The approval or consent of the Architectural Control Committee to any plans or specifications for any work done or proposed or in connection with any matter requiring the approval or consent of the Architectural Control Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar plans or specifications or other matters subsequently or additionally submitted for approval by the same or a different person.

3. REVIEW CRITERIA

As stated in the Declaration of Covenants and Restrictions:

The ACC requires submission of complete plans, specifications, and Lot plans thereof including the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, the grading plan and property lines and easements.

The Architectural Control Committee evaluates all submissions on the merits of the application. Besides evaluation of the particular design proposal, this includes consideration of the characteristics of the housing type and the individual site, since what may be an acceptable design of an exterior in one instance may not be for another.

Design decisions and judgments of acceptable design made by the ACC in reviewing applications are based on the following criteria which are represented in more specific terms in the Architectural Standards and Guidelines section of this manual.

A. Relation to the Natural Environment: Fencing, in particular, can have damaging effects on the felling of open space. Other factors, such as removal of trees, disruption of the natural topography, and changes in the rate or direction of storm water run-off, can also affect the natural environment.

B. Conformance with Covenants: All applications are reviewed to confirm that the project is in conformance with the Declaration of Covenants and Restrictions.

C. Validity of Concept: The basic idea must be sound and appropriate to its surroundings.

D. Design Compatibility: The proposed improvements must be compatible with the architectural characteristics of the applicant's house, adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.

E. Location and Impact on Neighbors: The proposed alteration should relate favorably to the landscape, the existing structure and the neighborhood. The primary concerns are access, view, sunlight, ventilation, and drainage. For example, fences may obstruct views, breezes, or access to neighboring property; decks or large additions may cast unwanted shadows on an adjacent patio or infringe on a neighbor's privacy. When a proposed alteration has possible impact on adjacent properties, the ACC suggests that the applicant discuss the proposal with neighbors prior to making application. It may also be appropriate in some cases to submit neighbor comments along with the application.

F. Scale: The size (in three dimensions) of the proposed alteration should relate well to adjacent structures and its surroundings. For example, a large addition to a small house may be inappropriate.

G. Color: may be used to soften or intensify visual impact. Parts of the addition that are similar to the existing house such as roofs and trim should be matching in color.

H. Materials: Continuity is established by use of the same or compatible materials as were used in the original house. The options may be limited somewhat by the design and materials of the original house. For instance, horizontal wood siding on the original house should be reflected in an addition or free-standing structure.

I. Appearance: Appearance is another standard which is applied to all exterior alterations. The quality of work should be equal to or better than that of the surrounding area. Poor practices, besides causing the owner problems, can also create safety hazards. The Association assumes no responsibility for the safety of new construction by virtue of design or workmanship.

J. Timing: The majority of alterations can be built or installed by the residents themselves rather than a contractor. However, projects which remain incomplete for long periods of time are visually objectionable and can be a nuisance and safety hazard for neighbors and the community. All applications must include estimated completion dates. If such time period is considered unreasonable the ACC may disapprove the application.

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4. ARCHITECTURAL STANDARDS AND GUIDELINES

These standards and guidelines may be modified, changed and altered from time to time by the Board of Directors of the Homeowners Association. All amendments, modifications and revisions shall be binding upon all persons and entities whether or not recorded in the office of the County Clerk for Johnson County, Wyoming. All interested persons are urged to obtain copies of said standards and guidelines, certified by the Secretary of the Association to be current.

A. General: Homeowners are responsible for all code compliance and obtaining necessary permits from all governing jurisdictions. Use of property and improvements to property must comply with applicable building codes and other governmental requirements and regulations. Approval by the Architectural Control Committee will not constitute assurance that improvements comply with applicable government requirements or regulations, or that a permit or approvals are not also required from applicable governmental bodies.

B. Air Conditioners, Evaporative (Swamp) Coolers, Attic Ventilators: Exterior air conditioning equipment, including evaporative (swamp) coolers and attic ventilators, must receive ACC approval. Air conditioning equipment installed in an upper level window or on a roof is not acceptable. Air conditioning equipment shall be installed so the air conditioning equipment is not visible from the street and noise to the adjacent homeowners is minimized.

C. Antennas, Satellite Dishes: Exterior antenna or satellite dishes, ground level or roof mandatory prohibited in the front or side yards. In the rear yards they are permitted but must be hidden from view of neighbors, the street, and common property. Interior antennas do not need ACC approval.

D. Basketball Hoops, Backboards and Poles, and Other Recreational Equipment: Basketball hoops and backboards are acceptable if they are installed attached to the house and painted in harmony with the house, i.e., it is preferred that the basketball backboard be painted the field color of the house, and the trim on the board match the trim color of the house.

Free-standing basketball hoops and backboards in the front of the house are acceptable, with ACC approval. Free-standing basketball hoops and backboards in the back of the house are acceptable. They are not to be lighted for night use. Any other type of outdoor recreational equipment in the front or side yard requires ACC approval.

E. Clothes Lines: All clothes lines require ACC approval.

Special Considerations: Any clothes line must be located in such a way that it is not an obstruction of the view of any neighbor.

Clothes lines must be hidden from view on all sides so that the clothes on the line are not visible by any neighbor or from any street. Retractable clothes lines are acceptable, but not required, and they also must be hidden in the fashion described above.

F. Decks, Patios, Covers, Hot Tubs, Pools, and Other Amenities: All decks, patios, covers, hot tubs, pools and other amenities require ACC approval. Privacy is a valuable characteristic of a homeowner's yard. Often, a home has a six foot privacy fence around the yard. The fence is intended to protect the homeowner from the ground level activities of other homeowners. The building of a second level deck (where none previously existed as built during the original construction) will surely compromise the privacy of homeowners of the adjacent lots. It is the ACC's opinion that a new second level deck that compromises a neighbor's privacy is not readily acceptable. Deck covers/roofs on decks which are added to houses with walk-out basements, must have ACC approval.

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- 1) Visibility (Location and Impact on Neighbors): The proposed deck/patio should relate favorably to the landscape, the existing structure and the neighborhood. The primary concerns are access, view, sunlight, ventilation and drainage. When a proposed deck has possible impact on adjacent properties it is suggested that you discuss the proposal with your neighbor. Including comments from your neighbors in your proposal would be appreciated.
- 2) Color: The wood deck can be stained to match the house field color, house trim color, or a clear protective finish. Railings, seats, planters, vertical supports and coverings can be similarly finished.
- 3) Permanence: Decks and covers are a permanent addition to the house. It is suggested to use preservatives to retain the character of the deck as new.
- 4) Size: Deck size will be considered on a case-by-case basis, depending on the size of the lot and the house.
- 5) Building Codes and Permits: In some cases, decks (second floor decks) must meet certain building codes and may require building permits.
- 6) Materials: Acceptable materials may include: cedar, redwood, pressure treated lumber, birch, stone, tile, brick and concrete. Unacceptable materials include: plywood sheeting, corrugated plastic or metal, concrete blocks, rough poles/logs or slab wood.
- 7) Design Compatibility: The proposed improvement shall be compatible with the architectural characteristics of the applicant's house, adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.

G. Driveways, Parking Pads, Extensions: Additions of extra driveway or parking area, either on the front of the house or on the side of the house, require ACC approval. Each request will be considered on a case-by-case basis. The homeowner is responsible for assuring that all governmental permits are obtained and for complying with all governmental regulations and requirements. In the cul-de-sac areas, the front yard is frequently smaller than in other areas. Extensions on both sides of the driveway may take away too much green area and result in a "concrete yard" look.

All initial driveways leading into the garage must be constructed of concrete. Extensions to concrete driveways already in existence must be no wider than three (3) feet in width on either side of the existing driveway. Extensions must be constructed of concrete, natural or artificial stone, or brick pavers, (Asphalt extensions are not acceptable.)

H. Dog Houses, Dog Runs: Dog runs require approval by the ACC. Dog houses should meet the guidelines established below. The ACC will consider alternate submittal. Dog runs should be constructed so that they are substantially screened from view and minimize the animal noise.

Dog runs must be located in the rear yard, abutting the home, and substantially screened from view by a solid board fence. Dog runs must have a double fence along any common fence. Size is limited to 350 square feet, must be no more than six feet high in maximum height, and must be constructed of cedar fence boards, (chain link or wire mesh are permissible if contained within a six foot wood fence around the perimeter of the yard). Dog houses shall be located in a fenced back yard or in a fenced dog run. Dog houses must be installed at ground level, and must not be visible above the fence.

I. Fences: All fencing must meet the guidelines below and require approval by the ACC.



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Improper fencing can detract from the appearance of a neighborhood. Cluttering a neighborhood by an uncoordinated selection and placement of fences should be avoided. In Northridge, there are four (4) categories of fences:

1) Perimeter Fences: A perimeter fence bounds those homeowners with lots adjacent to perimeter public lands, such as those separating the golf course and city park from homeowner lots. When these fences have been constructed by the Homeowners Association, Maintenance will be the responsibility of the Homeowner's Association. Owner constructed fences shall be the responsibility of the lot owner. Fence height shall not exceed four (4) feet.

2) Lot Boundary Fences: Lot boundary fences usually run along or near common lot lines separating two homeowners' yards. The homeowners of Northridge are responsible for construction and maintenance of their own fence. Ownership and maintenance can be shared between the two homeowners.

Lot Boundary and Greenbelt fences must be constructed as one of the following:

Cedar split rail. Cedar split rail to be Western Red Cedar, standard weight, with either two or three horizontal rails.

Vertical cedar. Vertical Western Red Cedar fences to of above average fence grade, dog eared or flat top edge. Vertical members to be greater 2" and less than 6" in width.

- Color must not be altered from the natural cedar; (preservatives that don't contain tints are acceptable).

- or any additional fence approved by the ACC.

3) Mesh Line Fences: A mesh line fence can be erected on the homeowner's side of a split rail fence to assist in containment of pets and children. Ownership is solely the homeowner's as is responsibility for maintenance.

Mesh Line Fences must be constructed as follows:

-Mesh is to be 14 gauge weld wire

-Mesh wire must be installed only on the homeowner's side of the fence.

-Only galvanized mesh wire may be used.

-All mesh wire fences must have ACC approval.

4) Optional Fences: An optional fence is erected within the homeowner's lot and not near the lot line. These may be near the home's entry or around a patio area, etc. Ownership is solely the homeowner's as is responsibility for maintenance.

Optional fences may be as follows:

-Cedar split rail

-Vertical cedar

-Wrought iron design and materials to be approved by the ACC

-May be up to 6 feet high

J. Flagpoles: Flagpoles which are free-standing are prohibited. Flagpoles attached to the front of the house do not require approval as long as they do not rise above the level of the second story window.

K. Flower Boxes (on Windows or Attached to Exterior Walls): Flower boxes attached to the exterior walls of the house or on windows will be considered on a case by case basis and require ACC approval.

L. Gates: All gates must have ACC approval. Gates shall be constructed to match the existing fence.

M. Landscaping, Tree Removal: All landscaping changes shall have ACC approval. Lawn irrigation systems which do not change the site appearance do not need approval. ACC approval is not required for vegetable gardens if the vegetable garden is located in the rear or side yards and it is substantially screened from view of adjacent homeowners and the front of the lot.

Special Considerations: Plant with regard to Wyoming's climate, considering mature size of species selected. For your convenience, the following list of shrubs, trees and ground covers is provided:

Large Deciduous Trees

Linden Species & Varieties
Bur Oak
Marshall Seedless Ash
Thornless Honey locust
Red Maple
Norway Maple
Hackberry
Russian Olive
Red Oak
English Oak

Small Deciduous Trees

Crabapple Species
Newport Plum
Quaking Aspen
Scrub or Gamble Oak
European Mountain Ash
Hawthorn Species Choke-cherry
Golden Rain tree

Evergreen Trees

Colorado Spruce
Pinon Pine
Rocky Mountain Juniper
Austrian Pine
Ponderosa Pine

Evergreen Shrubs

Junipers
Mugho pine

Deciduous Shrubs

Ground covers, Vines
Amour Honeysuckle
Creeping Mahonia
Blue stem Willow

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Native Clematis
Bush Cinquefoil
Periwinkle
Chinese Lilac
Sedum
Mountain Mahogany
Snow-in-Summer
Oregon Holly Grape
Strawberries
Rabbit brush
Virginia Creeper
Red-Osier Dogwood
Wooly Yarrow
Rocky Mountain Sumac
Common Yarrow
Service Berry
Purple leaf Wintercreeper
Siberian Peashrub
Hales Honeysuckle
Silver Buffalo-berry
Bear Berry
Viburnum
Germander
Western Choke-berry
Euonymus
Yucca
Dryas

N. Exterior Lighting: Temporary (within 30 days) holiday lighting does not require approval. All other exterior lighting including garage lights, post lights, spot lights, security system floods or strobes, and low voltage lighting (along drive and walk areas, accent soft lighting) does require ACC approval. Utilize indirect lighting or control lighting and intensity so as not to disturb the residents of the adjacent properties. Ornamental post lights shall be designed to be in keeping with the character of the community.

O. Mailboxes: Mailboxes shall comply with all regulations and/or codes and require ACC approval.

P. Painting: Any house painting, even if the same, requires ACC approval. Touch-up painting with currently approved colors is permissible and does not require ACC approval. All color choices must be from the Northridge approved Exterior paint Colors. The current Northridge color scheme will provide for a wide variety of subtle combinations of field and trim colors that are within a family of hues. The intent is to provide the homeowner with the opportunity to have a combination of colors that appeal to their aesthetic desires. As time passes, tastes change. It is the ACC's desire to provide a selection of colors which will enhance property values and, at the same time, compliment adjacent homes.

1) Color: Acceptable colors are those combinations identified in the Northridge Color List. Specific trim colors go with specific field colors. Garage door color may be either the trim color or the field color. Front entry doors and shutters may also be either field or trim color, although these may be painted a third color (which does not have to be from the approved color selections) if the ACC approves the selected color by vote. Adjacent house colors affect the field colors that will be approved. Clusters of similar field colors shall be avoided.

CAUTION: You are responsible for the color of your house. If you contract the job, make sure that you are protected if the contractor's work fails to match the planned paint colors. You may be in violation of the covenants because the contractor made a mistake.

2) Material: Several paint stores in the area will have formulas that will match Northridge colors.

Q. Play Yards: All custom play yards must be approved by the ACC; prefab metal or wooden (store bought) swing sets do not need ACC approval.

Special Considerations: Consider what effect a play yard might have on your neighbors. Does it block their view? Does it look nice? Will the location make it too noisy for the neighbors?

The play yard should be placed to minimize visibility from the street. Wood construction should be natural stain or stained to match the field/trim color of the house and not plywood or pressed board. The original color is satisfactory for metal construction (consider maintenance before painting it a different color). Size will be considered on a case-by-case basis, depending on the lot size and the proximity to neighbors.

R. Roofing: Roofing on all structures on any property must be of 40+ year and above classification. All roofing must be approved by the ACC prior to starting the job. The homeowner is responsible for assuring that all governmental permits are obtained and for complying with all governmental regulations and requirements. It is the ACC's desire to provide a selection of types and colors which will enhance property values and, at the same time, be complimentary adjacent homes.

S. Residence Structure: All residence structures and expansions must be approved by the ACC. They shall not exceed a height of 25 feet and must harmonize with the house and the neighborhood.

T. Security Doors, Storm Doors, Security Systems: All high quality colonial cross buck doors, full panel doors, decorative wrought iron doors, or decorative aluminum doors require ACC approval. Any other door, any enclosures, or change of the original design will require ACC approval. All other security systems which are installed on the exterior of the house require ACC approval. Security bars on windows are not permitted.

U. Sheds: All sheds and accessory buildings require ACC approval.

Special Considerations: Sheds have a permanence of construction and will be part of the property for years; therefore, sheds must be built to meet the quality of The Northridge neighborhood construction and workmanship.

1) Size: The dimensions of the shed are not to exceed a width of 10 feet, length of 12 feet, and a height of 10 feet at the peak. The 10 foot height represents a roof pitch of 5-12 with 8 foot side walls.

2) Color: The field and trim of the shed must match the field and trim of the house.

3) Material: Both exterior components of the shed (the sides and the roof) shall be constructed of materials to match those used for the construction of the house.

4) Roofing: All shed roofs must match the home roof materials.

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5) Visibility (Location and Impact on Neighbors): Sheds should not be visible to drive-by traffic. Sheds that are visible to neighbors and common properties may be required to include landscaping techniques to soften the effect of the shed. This required landscaping shall consist of trees and/or shrubs which have a suggested minimum height at the time of planting equal to 3/4 of the height of the shed, or other acceptable screening.

6) Permanence: The foundation should be either slab or concrete reinforced piers. It typically has a life expectancy consistent with these materials. If the shed becomes unsightly, it will be in violation of the covenants.

V. Signs:

1. Real Estate Signs: A temporary, non-illuminated real estate sign indicating the availability for sale, rent, or lease of a specific lot upon which the sign is erected or displayed, which does not exceed six (6) square feet in total area and four (4) feet in height, for residential properties and which is located on the property to be sold, limited to one such sign per street frontage is permitted. Such signs shall not remain in place more than seven (7) days following sale closing or rental occupancy of the subject property. Such signs may not be placed on perimeter fences. Open House real estate signs shall conform to the dimensions specified above, are limited in number to six (6), shall be placed only upon the owner's property or within the county road right-of-way portion of the common areas for the duration of the open house, and shall not block or interfere with traffic visibility.

2. Garage Sale Signs: A sign advertising the existence of a garage sale of personal property and advertising the date, time and location of the garage sale, with such signs having a maximum area of six (6) square feet, a maximum height of three (3) feet, and posted for the period of the date of the garage sale only is permitted. Such signs shall not block or interfere with traffic visibility, shall be free-standing, shall be limited in number to two (2) signs, and shall be posted only upon the owner's property or within the right-of-way portion of the common areas.

3. Common Area: All signs, including but not limited to business advertising signs and political campaign signs, are not permissible for posting in The Northridge common areas. The Board of Directors or their designee shall remove all signs which do not conform to these regulations.

4. Business Advertising: Temporary political advertising or advertising by a company doing work on a homeowners property is permitted; however, the sign must have a maximum size of six (6) square feet, a maximum height of three (3) feet, and be displayed no longer than 60 days. **Permanent advertising** (longer than 60 days) of any sort is not permitted.

5. A sign requesting information about lost personal property or pets is permitted. These signs must have a maximum area of six (6) square feet, a maximum height of three (3) feet, and be posted for a period of less than 60 days. Such signs shall not block or interfere with traffic visibility, shall be free-standing, shall be limited in number to two (2) signs, and shall be posted only upon the owner's property or within the county road right-of-way portion of the common areas.

W. Solar Panels: Solar panels must be ACC approved.

X. Vehicular Parking Restrictions: The intent of this section is to enhance the overall lasting impression of the attractiveness of the neighborhood. Vehicles and personal sports equipment that

require long-term or even temporary parking or storage outside of the homeowner's garage represent a potential distraction from the overall appearance of The Northridge.

The following excerpt is from The Northridge Covenants as found in Section 8, G:

"Recreational or business vehicles and equipment, including but not limited to, motor homes, mobile homes, trailers, campers, buses, boats or trucks, tractors, shall not be parked, placed or maintained on any Lot or street, for any purpose, for any period of time in excess of thirty-six (36) hours, unless in conformance with the rules and regulations. However, vehicles that can be and are stored completely within attached garages and are not used for living purposes will not be in violation hereof. Inoperable vehicles of any kind cannot be repaired, constructed or allowed to remain on any Lot so as to be visible from any street or other Lot. Any vehicle may be towed by the Association if it is in violation of any city or County regulation or the Declaration or rules and regulations. The Board may adopt and enforce additional rules and regulations regarding vehicles and parking, and those rules and regulations shall have the same force and effect as these restrictions."

A homeowner may park their recreational vehicle in front of their home for a total of 36 hours in any 30 consecutive day period. The following are examples of how these hours may be used.

Pursuant to the above Section 7, the following additional restrictions apply:

1. Each 36-hour (consecutive hours) maximum period of time shall be separated by a minimum of 28 consecutive calendar days.
2. Each 18-hour (consecutive hours) period of time shall be separated by a minimum of 12 consecutive calendar days
3. Each 9-hour (consecutive hours) period of time shall be separated by a minimum of 6 consecutive calendar days.
4. Each 4-hour or less (consecutive hours) period of time shall be separated by a minimum of 3 consecutive calendar days.

Special Considerations: Remember your neighbors when contemplating an extended parking period for any of these vehicles. Ask if they object to your time frame or if they even object completely to your vehicle being parked within sight of their property. Remember, together we each are a part of the overall image known as Northridge.

Out-of-state visitors to Northridge as guests of a homeowner may park a recreational vehicle provided it is registered out-of-state to an out-of-state resident in front of the homeowner's property for up to two weeks in a six month period.

In the event any permitted uses as provided in this paragraph are in violation of any Governmental Ordinance, the Governmental Ordinance shall apply.



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D. ACC APPROVAL AND COVENANT VIOLATION FORMS

THE NORTHRIDGE ARCHITECTURAL CONTROL COMMITTEE REQUEST FOR APPROVAL FOR PROPOSED EXTERIOR IMPROVEMENTS

Homeowners Name(s): _____ Date: _____
Address: _____ Phone: _____

I (we) submit the following proposed improvements to my (our) property identified above:

Proposed Start Date: _____ Proposed Completion Date: _____

EXTERIOR PAINT: Approved color samples are available from ACC members. Notes:

- 1) Your selection of colors must be different from the homes on either side of your home.
- 2) Approved trim colors are not to be used as field colors unless they are also listed as field colors.
- 3) Any color may be used for trim within its color group:

FIRST CHOICE:

Siding: _____
Trim: _____
* Entry Door: _____
* Shutters: _____

SECOND CHOICE:

Siding: _____
Trim: _____
* Entry Door: _____
* Shutters: _____

*Note: Colors other than the approved color palette will be considered as choices for shutters and doors, if the colors are harmonious with the approved color scheme chosen.

OTHER PROPOSED IMPROVEMENTS: (Please check appropriate category below and describe proposed change(s). ATTACH COMPLETE DRAWINGS OR PLANS FOR RETENTION BY ACC. Note drawing scale.)

Major Landscaping ____ Roof ____ Fence ____
Addition ____ Other ____

Description of proposed change(s): _____

NOTE: Improvements must be completed within six months of date approved by ACC. If not completed within six months of date of approval hereon, then this approval shall be null and void, and resubmission of request for approval to the ACC will be necessary.

Signature of Homeowner(s): _____ Date: _____
_____ Date: _____

Received for ACC on Date: _____ by: _____

ACC Action: _____

Signature: _____ Date: _____

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RE: Violation of Article VII, Section 7 and Section 9 of the Declaration of Covenants and Restrictions ("Declaration") of The Northridge Homeowner's Association ("Association")

Dear Northridge Homeowner or Tenant:

As you are aware, the Architectural Control Committee ("ACC") has advised you to remove your _____ from your driveway and the street in front of your home. Your continued refusal to remove your _____ has resulted in a violation of Article VII of the Declaration.

If you do not remove your _____ within ten (10) days from the date of this letter, in accordance with Wyoming law the Association shall proceed with one or more of the legal remedies available to it which include, but are not limited to, the following:

1. Your exclusion, after notice and right to a hearing, from the use of any common area;
2. Commencing a legal action and enjoin you from continuing your breach of the Declaration; and
3. The levying and collection, after notice and right to a hearing, of a reimbursement assessment for any costs incurred in enforcement, including administrative costs, attorney fees, court costs, fines, and interest, against you for the breach of the Declaration.

We have made every effort to remedy this situation in a friendly and amicable manner. We hope that you will comply with this request without us having to pursue further action.

If you have any questions, please call.

The Northridge Homeowner's Association
Board of Directors

By: _____



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RE: Violation of Part ___, Section ___ of the Covenants and Restrictions ("Declaration") of The Northridge Homeowner's Association ("Association")

Dear Northridge Homeowner or Tenant:

As you are aware, the Architectural Control Committee ("ACC") has previously advised you that you _____. Your continued refusal to _____ has resulted in a violation of Section ___ of the Declaration.

If you do not _____ within ten (10) days from the date of this letter, in accordance with Wyoming law the Association shall proceed with one or more of the legal remedies available to it which include, but are not limited to, the following:

1. Entry upon your Property to cure the above referenced violation;
2. Your exclusion, after notice and right to a hearing, from the use of any common area;
3. Commencing a legal action and enjoin you from continuing your breach of the Declaration; and
4. The levying and collection, after notice and right to a hearing, of a reimbursement assessment for any costs incurred in enforcement, including administrative costs, attorney fees, court costs, fines, and interest, against you for the breach of the Declaration.

We have made every effort to remedy this situation in a friendly and amicable manner. We hope that you will comply with this request without us having to pursue further action.

If you have any questions, please call.

The Northridge Homeowner's Association
Board of Directors

By: _____

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



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E. NORTHRIDGE HOMEOWNERS ASSOCIATION BYLAWS

THE NORTHRIDGE HOMEOWNERS ASSOCIATION BYLAWS

1. NAME AND LOCATION

The name of the corporation is THE NORTHRIDGE HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 56 Park Lane, Buffalo, Wyoming. Meetings of members and directors may be held at such places within the State of Wyoming, County of Johnson, as may be designated by the Board of Directors.

2. DEFINITIONS

A. "Association" shall mean and refer to THE NORTHRIDGE HOMEOWNERS ASSOCIATION, its successors and assigns

B. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

C. "Common Properties" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded Subdivision map of the Properties with the exception of the Common Area.

E. "Member" shall mean and refer to any person or entity who holds a membership in the Association.

F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot which is a part of the Properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

G. "Declarant" shall mean and refer to Sherd Lake, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the Properties recorded in the office of Clerk and Recorder of Johnson County, Wyoming.

3. MEMBERSHIP

A. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association provided that there is only one vote per lot in the event of multiple owners. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

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B. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the common areas of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed 30 days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Properties.

C. Voting Rights. Each Member shall be entitled to one vote for each Lot owned. The vote for such Lot shall be exercised as the Owner or Owners shall determine. In no event shall more than one vote be cast with respect to any one Lot. Legal written proxies will be allowed.

4. PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

A. Each member shall be entitled to the use and enjoyment of the Common Properties as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Properties to his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegate. The right and privileges of such delegate are subject to suspension to the same extent as those of the member.

5. SELECTION : TERM OF OFFICE, BOARD OF DIRECTORS

A. Number. The affairs of this Association shall be managed by a Board of not less than three (3) Directors.

B. Term. The term of each Director shall be for two years. All Directors shall be elected initially, two of whom shall be elected for a term of one year. At each annual meeting of the members thereafter as the existing terms expire Directors shall be elected for two year terms. All Directors shall serve until the election and qualification of their successors.

C. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor to serve his unexpired term may be appointed by the remaining directors, or, by the members at any annual or special meeting of the members in the event that the remaining directors shall not have appointed his successor at the time any such annual or special meeting of members shall have been convened. Vacancies in the Board of Directors may be filled by the remaining Directors or by the membership at large. Should several vacancies occur the remaining members of the Board of Directors could avoid an "appointed" Board by simply deferring any appointments until the next annual or special meeting of the members in which event the vacancies would be filled by the members.

D. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

E. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

6. MEETINGS OF DIRECTORS

A. Regular Meetings. Regular meetings of the Board of Directors shall be held annual without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

B. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each Director.

C. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

7. NOMINATION AND ELECTION OF DIRECTORS

A. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The nominating committee will be appointed shortly before the annual meeting of members rather than a year in advance so that most likely vacancies in the nominating committee will not occur. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

B. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

8. POWER AND DUTIES OF THE BOARD OF DIRECTORS

A. Powers. The Board of Directors shall have power to:

1. Adopt and publish rules and regulations governing the use of the Common Properties, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
2. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
3. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors,
4. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
5. The Board of Directors shall authorize and approve capital improvements to the Association properties and facilities for items up to \$2,000.00 but not exceeding \$2,000.00. Any



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capital improvements exceeding \$2,000.00 shall require the approval of two-thirds (2/3) of members present in person or by proxy at any regular or special meeting of the members. This restriction does not apply to expenditures for maintenance and repair of existing assets owned by the Association nor does it apply to expenditures for the normal operation of the Association's facilities.

B. Duties. It shall be the duty of the Board of Directors to:

1. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
2. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
3. As more fully provided herein, and in the Declaration, to:
 - a. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Section 5.7, and
 - b. Send written notice of any change in the annual assessment and written notice of any special assessment for capital improvements to every Owner subject thereto at least five (5) days in advance of the first annual assessment period to which such change shall be applicable, and at least five (5) days in advance of the first payment date of any special assessment.
4. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
5. Procure and maintain adequate liability and hazard insurance on property owned by the Association;
6. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
7. Cause the Common Area to be maintained; and
8. The Board of Directors may be responsible for the purchase of Directors Liability Insurance.

9. COMMITTEES

A. The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes, such as:

1. A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and shall perform such other functions as the Board in its discretion determines.

2. An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Section 5.11, H. The Treasurer shall be an ex officio member of the Committee.

B. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association as is further concerned with the matter presented.

10. MEETINGS OF MEMBERS

A. Annual Meetings. The annual shall be held during at any time during a two week period in November of each year on a date and at a time to be selected not less than thirty (30) days in advance of each such meeting by the Board of Directors.

B. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership.

C. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote there at, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

D. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

E. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

11. OFFICERS AND THEIR DUTIES

A. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer and such other officers as the Board may from time to time by resolution create.

B. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

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C. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

D. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

E. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

F. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

G. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

H. Duties. The duties of the officers are as follows:

PRESIDENT

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account.

12. ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments. By the Declaration each member is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. The annual and special assessments together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

C. Basis and Maximum of Annual Assessments. Each Lot shall be subject to a annual assessment of not more than \$5.00. The Board of Directors shall fix the annual assessment within the maximum amount, and may raise or lower said annual assessment amount within said maximum as they may deem necessary in their discretion.

1. The maximum annual assessment may be increased or decreased by vote of the members, as hereinafter provided.

2. The Association may change the maximum of the assessment fixed by Section 3 hereof provided that any change shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least sixty (60) days in advance and shall set forth the purpose of the meeting.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose written notice of which shall be sent to all members not less than sixty (60) days nor more than ninety (90) days in advance of the meeting setting forth the purpose of the meeting.

E. Uniform Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots provided that the rate set for the lots owned by Developer shall be fixed at one-third (1/3) the assessment rate for the other Lots.

F. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.





G. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Properties. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of said commencement date and any change in the annual assessment must be fixed by the Board of Directors at least thirty (30) days in advance of the commencement of the changed assessment amount. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing, signed by an officer of the Association, setting forth whether said annual assessments are current. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of the facts stated therein.

H. Effect of Non-Payment of Assessments: Remedies of the Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisee, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquent date the assessment shall bear interest from the date of delinquency at the rate of twelve (12) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgement is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

I. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated to and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Section 2, C, hereof.

13. BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the By-laws of the Association shall be available for inspection by any member through the Secretary of the Association at reasonable times.

14. CORPORATE SEAL

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation.

15. AMENDMENTS

A. These By-Laws may be amended, at a regular or special meeting of the Board of Directors.

B. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

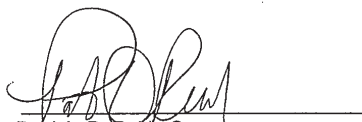
16. MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of The Northridge Homeowners Association, have hereunto set our hands this 30th day of June, 1995.



Kenneth R. Reid - President
Northridge Homeowners Association



Patricia D. Reid - Secretary
Northridge Homeowners Association

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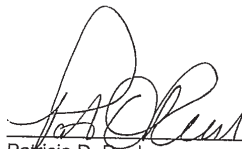
CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of THE NORTHRIDGE HOMEOWNERS ASSOCIATION, a Wyoming Corporation, and,

THAT the foregoing By-Laws constitute the By-Laws of said corporation, as duly adopted at a meeting of the Directors, held on the 29th day of June, 1995.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 30 day of June 1995.



Patricia D. Reid
Secretary

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F. NORTHRIDGE HOMEOWNERS ASSOCIATION ARTICLES OF INCORPORATION



ARTICLES OF INCORPORATION OF NORTHRIDGE HOMEOWNERS ASSOCIATION

The undersigned, a natural person over the age of 21 years, acting as the Incorporator of this non-profit corporation pursuant to the provisions of Wyoming Non-Profit Corporation, Wyoming Statutes Section 17-6-101, et.al., does hereby adopt and verify the following Articles of Incorporation of this domestic non-profit corporation.

1. **Name:** The name of this non-profit corporation shall be:
Northridge Homeowners Association

2. **Duration:** The period of duration of this non-profit corporation shall be perpetual.

3. **Purposes and Powers:** This corporation shall be organized for purposes other than the conduct of a business for profit and shall include, but not be limited to, the power to own, maintain, and preserve all common areas within the Northridge Subdivision located in Johnson County, Wyoming and, in addition, to enforce and carry out those certain provisions of the Declaration of Covenants and Restrictions with regard to the Northridge Subdivision to the town of Buffalo, Johnson County, Wyoming, as filed in the office of the County Clerk for Johnson County, Wyoming including any amendments, revisions or modifications to said Declaration of Covenants and Restrictions at all times hereafter.

This corporation shall, in addition to the foregoing, have the following powers:

a. To sue and be sued, complain and defend, all in its corporate name.

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- b. To purchase, take, receive, lease, take by gift, devise, or bequeath, or otherwise acquire, own, hold, improve, use, maintain, and otherwise deal in and with real and personal property, or in any interest therein, wherever situated.
- c. To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all, or any part of, its property and assets.
- d. To make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, or other obligations and secure any of its obligations by mortgage or pledge of all or any of its property, franchises or income.
- e. To lend money for its corporation purposes, invest and reinvest its funds and take and hold real and personal property as security for the payment of funds so loaned or invested, including the right to invest and reinvest its funds in shares of for profit corporations.
- f. To conduct its affairs, carry on its operations, have officers and exercise all powers granted by the Wyoming Non-Profit Corporation Act, including all amendments thereto, in any location wherever.
- g. To make donations for the public welfare for charitable, scientific or educational purposes and, in time of war, to make donations in the aid of war activities.
- g. To indemnify any director or officer or former director or officer of the corporation against liability and expenses actually and necessarily



incurred by said officer or director in connection with the defense of any action, suit or proceeding in which he/she is made a party by reason of being or having been such officer or director, except in relation to matters as to which he/she shall be adjudged in such action, suit or proceeding to be liable for misconduct in the performance of duty.

4. Compensation of Officers or Directors: No officer or director of this non-profit corporation shall be paid or receive, directly or indirectly, any profit or pecuniary advantage.

5. Membership, Voting, and Assessment: This corporation shall issue no shares of stock. The membership of this corporation shall be composed of those record owners of lots within the Northridge Subdivision, Buffalo, Wyoming, with each owner entitled to one vote provided that in the event there are multiple owners to one lot, only one vote per lot may be cast. Purchasers of any of said lots on contract shall be considered "record owners" provided notice of said contract has been duly recorded. Members of this corporation may be assessed for charges, assessments, and special assessments as may be provided in the bylaws of this corporation from time to time hereafter.

6. Regulation of Internal Affairs: The internal affairs of this corporation, not inconsistent with the laws of the State of Wyoming, shall be generally set forth and controlled by the bylaws of this corporation but it is specifically provided as follows:

a. The general management of the affairs of this corporation shall be

exercised by a Board of Directors which shall at all time be not less than three (3) directors.

- b. The Board of Directors, by majority vote, shall have the power to make, alter, amend or repeal the bylaws of this corporation.

7. Initial Directors: The initial directors of this corporation are:

Ken Reid
56 Park Lane
Buffalo, WY 82834

Patty Reid
56 Park Lane
Buffalo, WY 82834

8. Initial Registered Office and Agent: The principal office of this corporation shall be located at 56 Park Lane, Buffalo, Wyoming and the initial registered agent for this corporation shall be Kenneth Reid and the address of the initial registered office of the corporation where the registered agent can be served is 56 Park Lane, Buffalo, Wyoming 82834.

9. Distribution of Assets Upon Dissolution: This corporation may be dissolved pursuant to the applicable sections of the Wyoming Non-Profit Corporation Act. When a certified copy of a Resolution of Dissolution is filed in the office of the Wyoming Secretary of State, the directors shall proceed to wind upon the affairs of the corporation, pay all debts legally owed and distribute the remaining assets to other Wyoming non-





profit corporations as the directors may determine.

10. Incorporator: The name and address of the incorporator of this corporation is:

Kenneth Reid
56 Park Lane
Buffalo, Wyoming

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 30th day of June, 1995.

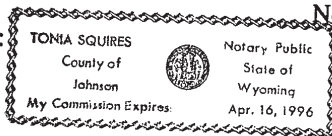

Kenneth Reid, Incorporator

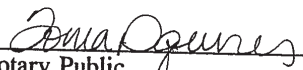
STATE OF WYOMING)
County of Johnson) ss.

The undersigned hereby certifies that on the 30th day of June, 1995 personally appeared before me Kenneth Reid, who, being by me first duly sworn, declared that he is the person who signed the foregoing Articles of Incorporation as Incorporator and he further verified that the statements contained therein are true to the best of his knowledge and belief.

Witness my hand and official seal.

My commission expires:




Notary Public

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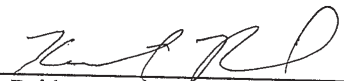
G. CONSENT TO APPOINTMENT BY REGISTERED AGENT
OF
NORTHRIDGE HOMEOWNERS ASSOCIATION



**CONSENT TO APPOINTMENT BY REGISTERED AGENT
OF
NORTHRIDGE HOMEOWNERS ASSOCIATION**

I, Kenneth Reid, voluntarily consent to serve as the registered agent for Northridge Homeowners Association on this date. I hereby certify that I am an individual who resides in this state and whose business office is identical with the registered office and I know and understand the duties of a registered agent as set forth in the Wyoming Non-Profit Corporation Act.

DATED this 30th day of June, 1995.

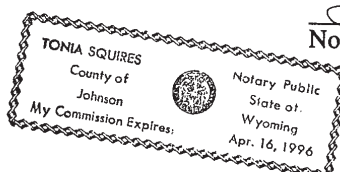

Kenneth Reid

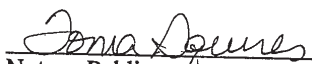
STATE OF WYOMING)
) ss.
County of Johnson)

Subscribed and sworn to before me this 30th day of June, 1995
by Kenneth Reid.

Witness my hand and official seal.

My commission expires:




Notary Public