

602075 DECLARATION OF COVENANTS  
BOOK 493 PAGE 0775  
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AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

THIS DECLARATION CONTAINS NO RESTRICTION BASED ON RACE,  
COLOR, GENDER, RELIGION, OR NATIONAL ORIGIN.

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR**

**THE TRADITIONS**

A portion of the Seventh Filing of Cloud Peak Ranch

**THIS DECLARATION** of Protective Covenants, Conditions and Restrictions (this "**Declaration**") is made by **SYSTEM LAND, LLC**, a Wyoming Limited Liability Company ("**Declarant**") and West Berlin Developers YO, LLC, a Wyoming Limited Liability Company ("**Berlin**");

**RECITALS:**

Berlin is the current owner of Cloud Peak Ranch, Seventh Filing, a subdivision in the City of Sheridan, State of Wyoming depicted on the Final Plat of the Cloud Peak Ranch as recorded in the records of the Clerk and Recorder, Sheridan County, Wyoming. Declarant is as defined in the Declaration of Protective Covenants, Conditions and Restrictions for Cloud Peak Ranch, as amended, as recorded in the Sheridan County, Wyoming records in Book 464, at page 575.

The herein described lots are a portion of Cloud Peak Ranch, 7th Filing, which is included in the overall Cloud Peak Ranch Declaration of Protective Covenants, Conditions and Restrictions by the Fourth Amendment to said Covenants.

The purpose of this Declaration is to create a planned community known as The Traditions within the larger planned community referred to in this Declaration as "Cloud Peak Ranch".

**SUBMISSION OF REAL ESTATE**

Declarant and Berlin hereby declare that, in addition to all applicable governmental laws and ordinances, the following terms, covenants, conditions, easements, liens, reservations, restrictions, uses, locations, and obligations are adopted and shall be deemed to run with the land, and shall be a burden and benefit to any person or persons acquiring or owning an interest in the Property and any improvements thereon, their grantees, successors, heirs, personal representatives, administrators, devisees,

transferees, or assigns. In the event that the terms, covenants, conditions, restrictions, uses, or locations herein conflict with other previously recorded declarations or covenants, this Declaration, shall control and shall be deemed to modify such earlier declarations or covenants as to the Property, as defined herein.

## ARTICLE I

### 1. DEFINITIONS.

**Section A.** "Association" shall mean and refer to **THE TRADITIONS HOMEOWNERS ASSOCIATION, INC., a Wyoming Non-Profit Corporation**, its successors, and assigns, which shall be created by Berlin or its assigns.

**Section B.** "Owner" shall mean and refer to the record owner, including Berlin, whether one or more persons or entities, of the fee simple title of any Lot which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation. While nothing herein shall limit the ability of an Owner to rent an Owner's residence, multi-family dwelling, apartment or other dwelling to residential tenants, such tenants shall not be considered "Owners" under the terms of this Declaration. Each Owner of a Lot in The Traditions Subdivision shall be a **Member** of the Association.

**Section C.** "Property" or "The Traditions Subdivision" shall mean and refer to Cloud Peak Ranch, Seventh Filing, (and as more particularly described in Exhibit A, attached hereto) and such other additions thereto as may hereafter be brought within this Declaration and/or the jurisdiction of the Association by annexation, or otherwise.

**Section D.** "Common Area" shall mean and refer to all real property owned or controlled by the Association for the common use and enjoyment of the Owners, including Outlots A, B, C, D, E, and F. "Common Area" shall also include the Roads and Easements, as defined herein, except to the extent such Roads and Easements are dedicated to and accepted for maintenance by the City of Sheridan, Wyoming. Berlin reserves the right to effect redesigns or

reconfigurations of the Common Areas, and execute any open space declarations applicable to the Common Areas which may be permitted by law in order to reduce property taxes.

**Section E. "Roads and Easements"** shall mean and refer to all roads, streets and easements shown on the recorded plat of the Cloud Peak Ranch, Seventh Filing contained within the property.

**Section F. "Lot"** shall mean and refer to any plot of land shown on any recorded subdivision plat of the Property, together with any improvements thereon, with the exception of the Common Area.

**Section G. "Architectural Review Committee"** shall mean and refer to the Architectural Review Committee, hereinafter further defined and organized.

**Section H. "Common Expenses"** shall mean and refer to maintenance, insurance, taxes, repair, operations, management and administration expenses, legal and accounting expenses, and other expenses declared by the provisions of this Declaration and by the Bylaws and Articles of Incorporation of the Association to be Common Expenses, and all sums lawfully assessed against the Common Area and the Exterior Maintenance Areas by the Association. Common Expenses shall include, without limitation, the cost to irrigate and maintain all landscaping of the Lots and the Common Area, maintain any fencing erected by Berlin adjacent to the Common Area, maintenance of all signage and lighting for the entryway to The Traditions Subdivision and maintenance of all Exterior Maintenance Areas. Also included in the Common Expenses shall be the assessments to each lot owner by the Cloud Peak Ranch Homeowners Association (Master Association).

**Section I. "Exterior Maintenance Areas"** shall mean and refer to the entire exterior of each home including but not limited to siding, roofing, windows and doors (excluding glass or screens) porches, patios, driveways, sidewalks, and all other exterior elements identified by the Association.

## ARTICLE II

1. ACCEPTANCE OF COVENANTS.

Each Owner, as grantee in any deed or conveyance of an ownership interest, is and shall be subject to this Declaration by acceptance of a deed or other instrument conveying title, or the execution of a contract for purchase. Every Owner shall be deemed to have accepted this Declaration and each and all of the covenants and the agreements herein contained, and also the jurisdiction rights and powers of the Association. By such acceptance, each Owner has and shall continue to, for himself, his heirs, personal representatives, successor and assigns, covenant, consent and agree to and with the Association and to and with the grantees and subsequent Owners of each of the Lots within the community to keep, observe, comply with and perform the covenants and agreements of this Declaration.

Every person who becomes the legal or equitable owner of any Lot in the Property by any means is by the act of acquiring such title or by the act of contracting to acquire such title, obligated to pay the Association the assessments and charges that the Association shall make in accordance with this Declaration.

The funds received by the Association shall be used exclusively for the purposes of the Association and/or Cloud Peak Ranch.

**ARTICLE III**

1. OWNER'S RIGHTS.

Section A. Owners' Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

(i) The right of the Association, through its Board of Directors, to prescribe reasonable regulations and policies governing and to charge reasonable fees, fines and assessments (including attorney's fees relating to the collection of the same) with respect to the maintenance, use or misuse of the Common Area or any other portion of the Property, or the non-compliance of any Owner with this Declaration.

(ii) The right of the Association, or Berlin, to place liens or mortgages against all or any portion of the Common Areas with respect to monies borrowed to develop and improve the Property or by the Association to improve or maintain the Common Areas.

(iii) The right of the Association to enter into and execute contracts with any party for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association.

(iv) The right of Berlin, or the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure.

(v) The rights of Berlin, or the Association to suspend the voting rights of any Member and to suspend the right of any individual to use or enjoy any of the Common Areas for any period during which any assessment (including, without limitation, fines) against a Lot resided upon by such individual remains unpaid, and for any period deemed reasonable by the Association for an infraction of the then-existing rules and regulations.

(vi) The rights of Berlin and/or the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility company, for such purposes and upon such conditions as may reasonably necessary.

(vii) The right of the Berlin or the Association to enter into and execute contracts with the owner-operators of any community antenna television system ("CATV") or other similar operations for the purpose of extending cable or utility service on, over or under the Common Areas to ultimately provide service to one or more of the Lots.

(viii) Nothing herein diminishes or replaces any rights of the Declarant or the Cloud Peak Ranch Homeowners Association (Master Association).

**Section B. Association Rules and Regulations.** The Association shall have the right and power, through its Board of Directors, to adopt such rules and regulations as it, in its discretion, shall determine from time to time to regulate and govern the use of, and construction of

improvements on, the Common Area and The Traditions Subdivision. Such rules and regulations may include the imposition of reasonable fines, fees, assessments (including attorney's fees incurred in collection of the same).

**Section C. Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside on the Property.

#### ARTICLE IV

##### 1. ADMINISTRATION.

**Section A.** The administration of the Property by the Association shall be governed by this Declaration, the Articles of Incorporation and the Bylaws of the Association.

##### 2. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

**Section A.** Membership in the Association will be comprised of Owners of Lots in The Traditions Subdivision. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

**Section B.** The Association shall have two (2) classes of voting members, as follows:

(i) Each Lot owned by an Owner, other than Berlin, shall be allocated one (1) vote in the Association, as more fully provided in the Bylaws of the Association. When more than one person or entity owns an interest in a Lot, all such persons and/or entities shall aggregately be considered one Member of the Association. The vote for such Lot shall be exercised as the Owners thereof among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

(ii) Each Lot owned by Berlin shall be allocated ten (10) votes in the Association, as provided in the Bylaws of the Association.

#### ARTICLE V

1. COVENANT FOR COMMON AREA MAINTENANCE RESPONSIBILITIES.

Section A. Covenant for Maintenance of Common Area. The Association, through its Board of Directors, will provide for the maintenance of the Common Area. Berlin shall have, in its sole discretion, control of when initial installation of landscaping and fencing in the Common Area is to be commenced and completed.

The Association shall provide for the maintenance of the front yard landscape area of every lot as well as the front facing fence on every lot. All other maintenance of the Lot and/or any improvements on the Lot shall be the responsibility of the Owner. No additions, alterations or changes are allowed on any of the Exterior Maintenance areas unless approved in writing by the Association.

Section B. Insurance. The Association, through its Board of Directors, shall maintain such insurance coverage, as a Common Expense, as it in its sole discretion shall determine from time to time.

Section C. Delegation. The Board of Directors of the Association may from time to time enter into such management agreements or arrangements with such persons, firms, or corporations as it shall so elect to perform the duties of the Association and shall pay such compensation for such services as it, in its sole discretion, shall so determine. Subject to Article X.2., the Board of Directors of the Association shall appoint on an annual basis, an Architectural Review Committee which will perform the functions hereinafter described. The Board of Directors may appoint other committees to assist the Association in the performance of the Association's duties.

ARTICLE VI

1. ASSESSMENT FOR COMMON EXPENSES.

Section A. Personal Obligation of Owners for Assessments. Each Owner for any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the estimated assessments imposed by the Association to meet the Common Expenses attributable to the Property. Assessments for the estimated Common Expenses shall be due annually or at such

other intervals as may be set by the Association from time to time. The Association shall prepare and deliver by mail to each member at such intervals as may be set by the Association from time to time, a statement for the estimated Common Expenses.

**Section B.** **Amount of Assessments.** Assessment made for the Common Expenses shall be based on the cash requirements deemed to be the aggregate sum the Association shall, from time to time, determine is to be paid by the Owners, to provide for payment of all expenses growing out of or connected with the maintenance or operation of the Common Area, and the Exterior Maintenance Areas which sum may include, among other things, Common Expenses, expenses for management, taxes and special assessments, casualty and public liability and other insurance premiums, landscaping and care of grounds, common lighting, repairs, and renovations, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, the payment of any deficit remaining from a previous period, and the creation of a reasonable contingency or other reserve, sinking, or surplus and, as well as other costs and expenses related to the Common Area. Also included in the Common Expenses shall be the assessments to each lot owner by the Cloud Peak Ranch Homeowners Association (Master Association).

The Board may establish the maximum annual assessment for each Lot, provided that the maximum annual assessment may not be increased more than twenty percent (20%) above the maximum regular assessment for the previous year unless otherwise approved by the Members of the Association, said vote to be as provided for in the Bylaws of the Association.

**Section C.** **Notice of Assessments.** The Board of Directors of the Association shall fix the amount of the assessment to be made against each Owner at least thirty (30) days in advance of the assessment period. The due date shall be established by the Board of Directors and set forth in the notice of the assessment.

**Section D.** **Exempt Property.** All property belonging to Berlin or dedicated to and accepted by a local public authority, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws



of the State of Wyoming shall be exempt from the assessments created herein. However, no lands or improvements devoted to dwelling use shall be exempt from said assessments.

**Section E. Budget.** Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Association shall make available for review by each Member, at the Association's office, during reasonable times, a pro-forma operating statement or budget for the upcoming fiscal year, which shall, among other things, estimate the total Common Area expenses to be incurred for such fiscal year. Subject to the provisions of Article VI, the Board shall at that time determine the amount of the regular Common Expense Assessment to be paid by each Member, and shall notify the member thereof.

**Section F. Special Assessments for Capital Improvements.** In addition to the regular assessments, the Association may levy in any fiscal 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 Areas, including any necessary fixtures and personal property related thereto; provided that any such assessment shall have the affirmative approval of the Members of the Association as provided in the Bylaws of the Association.

2. **DESTRUCTION OF COMMON AREAS.** If the Common Area or a portion thereof is destroyed by fire or other casualty, the Board of Directors may replace or repair the Common Area if the Board of Directors determines that such replacement or repair is in the best interest of the Owners of the Property.

## **ARTICLE VII**

### **1. LIEN FOR NONPAYMENT OF ASSESSMENTS.**

**Section A. Effect of Nonpayment of Assessments; Remedies of the Association.** Each Owner shall be allocated a fraction of the total Common Expenses, which fraction shall have as its numerator the number of Lots owned by each Owner, and the denominator of which shall be the total

number of Lots in the Property. Each Owner shall pay the Owner's proportionate share of the Common Expenses and expenses of administration, maintenance, and repair of the Common Area and any other expenses set forth in this Declaration, or lawfully assessed by the Association. Payment thereof shall be in such amounts and at such times as may be determined by the Association. If any Owner shall fail or refuse to make any such payments of the Common Expenses when due, the amount thereof, including late charges and interest, shall constitute a lien against the Lot of the Owner, together with the Owner's interest in the Common Area, and upon the recording of notice thereof by the Association, such liens shall be constituted upon such Owner's interest in said Lot prior to all other liens and encumbrances, recorded or unrecorded, except only (a) taxes, special assessments, and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state, and other state or federal taxes which by law a lien on the interest of such Owner prior to pre-existing recorded encumbrances thereon, and (b) all sums unpaid on a first mortgage or first trust deed of record, including all unpaid obligatory sums as may be provided by such encumbrance, and including additional advances made thereon prior to the arising of such lien.

**Section B. Evidence of Lien.** To evidence such lien for unpaid assessments, the Association shall prepare a written notice setting forth the amount, the name of the Owner of the Lot, and a description of the Lot. Such notice shall be signed on behalf of the Association by an officer of the Association and shall be recorded in the office of the Clerk and Recorder of the County of Sheridan. Such lien may be enforced by the foreclosure of the Association of the defaulting Owner's Lot in like manner as mortgages on real property. The lien provided herein shall be in favor of the Association and for the benefit of all of the members of the Association. In any such foreclosure, the Owner shall be required to pay all the costs and expenses of such proceedings; the costs, expenses, and attorney's fees which preceded the filing of such proceeding; and the costs, expenses and attorney's fees for filing the notice of claim of lien; and all reasonable attorney's fees in connection with such foreclosure and all such unpaid amounts, including late charges and interest, shall constitute a lien on the Lot of the Owner, together with the Owner's interest in the Common

Area, and shall have the same priority, and shall be documented, evidenced, attached, enforced and accompanied by the same benefits as the lien for non-payment of assessments herein described. The Owner shall also be required to pay to the Association all assessments during the period of a foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association, on behalf of the members, shall have the power to bid on the Lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. The Association shall send to each first mortgagee a copy of the notice of lien provided for herein. Any encumbrancer holding a lien on a Lot may, but shall not be required to, pay any unpaid Common Expenses payable with respect thereto; and upon such payment, such encumbrancer shall have a lien on such Lot for the amounts paid of the same rank as the lien of his or its encumbrance.

#### ARTICLE VIII

##### 1. OWNER'S OBLIGATION FOR PAYMENT OF ASSESSMENTS.

###### Section A. Personal Obligation to Pay Assessments.

The amount of expenses assessed by the Association against each Owner shall be the personal and individual debt of the Owner at the time the assessment is made. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. No Owner is exempt from liability for the contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area, or by abandonment of the Lot of the Owner.

###### Section B. Liability of Grantee.

The grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his or its proportionate share of expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid to the grantee therefore; provided, however, that upon payment of a reasonable fee not to exceed twenty dollars (\$20) and upon written request, any such prospective grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments, if any, with respect



Association, provided that for five years from the date hereof, any such change that is applicable to the Traditions area shall be approved by Berlin or its assigns.

2. The initial construction of any home on any lot shall be reviewed for design approval by the Cloud Peak Ranch Homeowners Association (Master Association) prior to construction.

3. Subsequent improvements to any lot or building on any lot including but not limited to additions, revisions, repairs, replacements, re-painting, re-roofing, landscaping or other modifications shall be submitted for review to the Traditions Architectural Review Committee and shall be subject to the approval of the Traditions Architectural Review Committee, in its sole discretion.

3. **PERMITTED USES.** No noxious or offensive activity shall be carried on upon any Lot, or the Common Area, nor may anything be done which may be or may become an unreasonable nuisance or annoyance to the Property or other Owners. No Lot shall be used as a parking or storage area for vehicles or materials of any kind, other than personally owned automobiles of the Owner, and except for a reasonable term while a structure on said Lot is under construction. No Lot or other portion of the Property shall be used by an Owner as a parking or storage area for personally owned automobiles intended for commercial purposes to the extent that such automobiles constitute an unreasonable nuisance or annoyance to the Property or other Owners as to the size or quantity thereof. The Architectural Review Committee may from time to time formulate and adopt guidelines indicating the number and size of personally owned automobiles intended for commercial purposes which may be parked or stored on the Property by an Owner.

No campers, trailers, motorhomes, buses, tractors/trailers, "RV's" (recreational vehicles) or boats shall be stored or parked on the Property in excess of forty-eight (48) consecutive hours during any month, except if stored in an enclosed garage. No motor vehicles of any kind, including cars, trucks, trailers, motorcycles, or the like, may be stored, junked, or otherwise maintained anywhere on any Lot or any other portion of The Traditions Subdivision in any idle or unworkable condition. No motor vehicle or machine will be overhauled or rebuilt on any portion of the Property, unless entirely enclosed in a garage or other improvement approved by the Architectural

its sole discretion, from time to time), and shall, without limitation, be subject to approval of the Traditions Architectural Review Committee in its sole discretion:

a. Size and square footage of finished space including floor plans;

b. Exterior elevations.

c. Exterior colors and samples of exterior materials. All colors must conform to the requirements of the Traditions Architectural Review Committee.

d. Such plans must demonstrate that the improvements are in harmony with the design of surrounding structures and/or landscaping and show variations in the exterior design to avoid monotony of repetition with other surrounding structures;

e. Plot layout with respect to topography, grade and drainage in relation to existing improvements and drainage.

2. MEMBERSHIP TO THE COMMITTEE. The Traditions Architectural Review Committee shall consist of not less than one (1) or more than three (3) persons. The initial member of the Traditions Architectural Review Committee shall be Robert A. Berlin and other such members as he shall designate. . If the Traditions Architectural Review Committee consists of more than one member, a majority of the Traditions Architectural Review Committee may designate a representative to act for it. Neither the members of the Traditions Architectural Review Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this Declaration. The Traditions Architectural Review Committee shall, however, have the authority to use the services of an architect or landscape architect as consultant and charge a sum not exceeding One Hundred Fifty Dollars (\$150.00) for each set of plans and specifications submitted to it for approval to defray the fees of the consultant. The consultant shall not have the right to vote in passing on the plans and specifications. The term of the initial member of the Traditions Architectural Review Committee shall be three years from the date hereof, unless he otherwise resigns earlier. Thereafter, the Traditions Architectural Review Committee shall be appointed on an annual basis by the Board of Directors of the Association



All buildings and improvements shall be constructed in accordance with the plans and specifications approved by the Traditions Architectural Review Committee. Any changes to approved plans and specifications shall require resubmission to, and approval by, the Traditions Architectural Review Committee.

**4. ADOPTION OF GUIDELINES.** The Traditions Architectural Review Committee may from time to time formulate and adopt guidelines and procedures consistent with this Declaration for the purpose of clarifying or assisting in the exercise of its duties contemplated by this Declaration. Additionally, the Traditions Architectural Review Committee may formulate guidelines and rules regarding the adoption of architectural and construction standards and the regulation of use of Lots on the Property, the contents of which guidelines may not necessarily be reflected by this Declaration; provided, however, that to the extent the contents of any guideline is not contemplated in this Declaration, such guideline must be approved by the Board of Directors of the Association in accordance with the Bylaws of the Association. Copies of the adopted guidelines and procedures may be obtained from the Traditions Architectural Review Committee upon request and payment of an amount equal to the cost of copying such guidelines and procedures. Nothing herein diminishes or replaces any rights of the Declarant or Master Association.

**5. NON-WAIVER.** The approval or disapproval by the Traditions Architectural Review Committee of any plans, drawings, or specifications for any work or construction done or proposed, or in connection with any other matter requiring the approval of the Traditions Architectural Review Committee under this Declaration, shall not be deemed to constitute a waiver of any right to approve or disapprove any similar plan, drawing or specification or matter whenever subsequently or additionally submitted for approval by any Owner.

**6. ESTOPPEL CERTIFICATE.** Within thirty (30) days after written demand therefore is delivered to the Traditions Architectural Review Committee by any Owner, and upon payment to the Association of a reasonable fee from time to time to be fixed by the Traditions Architectural Review Committee, the Traditions Architectural Review Committee

e. **Control of Association and Executive Board.** The right to appoint or remove any officer or director of the Association or any member of the Traditions Architectural Review Committee, so long as Berlin is the Owner of any Lot in The Traditions Subdivision.

f. **Amendment to Declaration.** The right to amend this Declaration in connection with the exercise of the following rights (collectively, the "Development Rights").

- (i) Create Lots and additional Common Area;
- (ii) Subdivide Lots or convert Lots into Common Area;
- (iii) Berlin shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as amended or supplemented, if the Veteran's Administration ("VA"), the Federal Housing Administration ("FHA"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal National Mortgage Association ("Fannie Mae"), the Governmental National Mortgage Association ("Ginnie Mae"), or any successor agencies or entities thereto, or any agencies or entities provisions similar programs, shall require such action as a condition precedent to the approval by such agency entity of the Property, or any part thereof, or any Lots thereon, for approved mortgage financing purposes under applicable VA, FHA, Freddie Mac, Fannie Mae, Ginnie Mae, or similar programs.

g. **Transferability of Rights.** Any of Berlin's rights may be transferred to any person or entity by an instrument describing the rights transferred and recorded in the Sheridan County, Wyoming records. Such instrument shall be executed by Berlin and the transferee.

## **ARTICLE XII**

1. **COVENANTS TO RUN WITH THE LAND.** This Declaration and these provisions are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2021, at which time this Declaration and said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a



6. **CUMULATIVE REMEDIES.** The liens for unpaid assessments and unpaid amounts due from Owners and the rights to foreclosure and sale described in this Declaration shall be in addition to and not in substitution for any other rights

costs, expenses and attorneys' fees incurred by the Association in performing the duties of an Owner. If the Owner fails or refuses to pay the Association for such amounts within 30 days from the date invoiced by the Association, the amounts, including late charges and interest, shall constitute a lien against the Owner's Lot together with the Owner's interest in the Common Area, and shall have the same priority, and shall be documented, evidenced, attached, enforced and accompanied by the same benefits as the lien for non-payment of assessments described in this Declaration.

4. **LEGAL PROCEEDINGS.** If any Owner violates or attempts to violate any of the covenants or provisions described in this Declaration, it shall be lawful for the Association or any other Owner to prosecute any proceedings at law or in equity against the person or persons violating any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

If any Owner, or an Owner's family, invitees, licensees, tenants, or subtenants, violates the terms of this Declaration, such Owner shall be liable to the Association for all costs, expenses and reasonable attorneys' fees incurred by the Association in enforcing the terms of this Declaration, regardless of whether suit is filed by the Association. If the Owner fails or refuses to pay the Association for such amounts within 30 days from the date invoiced by the Association, the amounts, including late charges and interest, shall constitute a lien against the Owner's Lot together with the Owner's interest in the Common Area, and shall have the same priority, and shall be documented, evidenced, attached, enforced and accompanied by the same benefits as the lien for non-payment of assessments described in this Declaration.

5. **IMPOSITION OF CHARGES AND FINES.** The Association, through its Board of Directors, may recover reasonable attorney's fees and other legal costs for collection of assessments and other actions to enforce the power of the Association, regardless of whether or not suit is initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of this Declaration, the Bylaws of the Association, and the rules and regulations of the Association.



Dated this 22 day of February, 2008.

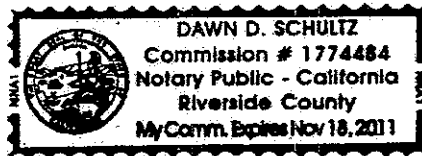
SYSTEM LAND, LLC,  
a Wyoming Limited Liability Company

By: [Signature]  
Donald R. Roberts, President

WEST BERLIN DEVELOPERS YO, LLC  
a Wyoming Limited Liability Company

By: [Signature]  
Robert A. Berlin, Manager

*California*  
STATE OF WYOMING )  
                  ) ss. *Riverside*  
COUNTY OF SHERIDAN )



Subscribed and sworn to before me this 22 day of February, 2008, by Donald Roberts, President of System Land, LLC, a Wyoming Limited Liability Company.

My commission expires:

[Signature]  
Notary Public

STATE OF WYOMING )  
                  ) ss.  
COUNTY OF SHERIDAN )

Subscribed and sworn to before me this 6<sup>th</sup> day of MARCH, 2008, by ROBERT A. BERLIN, Manager of West Berlin Developers YO, , LLC, a Wyoming Limited Liability Company.

My commission expires:

12/15/08



**EXHIBIT A**

The following Land located in the County of Sheridan, State of Wyoming:

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, and Out Lots A, B, C, D, E, and F, Could Peak Ranch, Seventh Filing P.U.D. A subdivision in Sheridan County, Wyoming as filed in Drawer C, Page 69 in the office of the Sheridan County Clerk.

*Filed Before Plat  
Refiled - 490-329  
10-22-07*

590038 AMENDED COVENANTS  
BOOK 490 PAGE 0313  
RECORDED 10/19/2007 AT 01:55 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

**FOURTH AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CLOUD PEAK RANCH  
(ADDING CLOUD PEAK RANCH SEVENTH FILING)**

This Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Cloud Peak Ranch, is made this 18 day of October, 2007, by System Land, LLC, a Wyoming Limited Liability Company.

**RECITALS:**

1. The Declaration of Covenants, Conditions and Restrictions for Cloud Peak Ranch (the "Declaration"), was recorded with the Clerk and Recorder of Sheridan County, State of Wyoming on May 23, 2005, at Reception # 508609, Book 463, Page 0575.
2. The First Amendment to the Declaration of Covenants, Conditions and Restrictions (the "Amendment") "Amount of Assessment" was recorded with the Clerk and Recorder of Sheridan County, Wyoming, on June 2, 2005, Reception # 509678, Book 464, Page 0006.
3. The Second Amendment to the Declaration of Covenants, Conditions and Restrictions (the "Amendment") Adding the 6<sup>th</sup> Filing was recorded with the Clerk and Recorder of Sheridan County, Wyoming, on the 3rd day of April, 2007, Reception # 569766 Book 484, Page 0176.
4. The Third Amendment to the Declaration of Covenants, Conditions and Restrictions (the "Amendment") Adding the 8<sup>th</sup> Filing was recorded with the Clerk and Recorder of Sheridan County, Wyoming, on the 24<sup>th</sup> day of July, 2007, Reception # 581451 Book 487, Page 0655.
5. Pursuant to Article XI e. of the Declaration of Covenants, Conditions and Restrictions for Cloud Peak Ranch, Declarant has the power and authority to exercise its Development Rights and Amend the Declaration.

**AMENDMENT:**

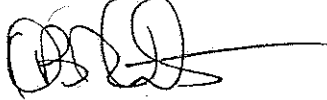
The below listed properties are hereby submitted as "Development Property" and are submitted to the Declaration of Covenants, Conditions and Restrictions for Cloud Peak Ranch:

**Cloud Peak Ranch, Seventh Filing, Sheridan County, State of Wyoming.**

Unless otherwise defined, capitalized words and phrases in this Amendment are as defined in the Declaration.

DATED this 19 day of October, 2007.

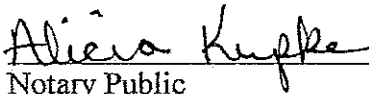
System Land, LLC a Wyoming Limited Liability Company

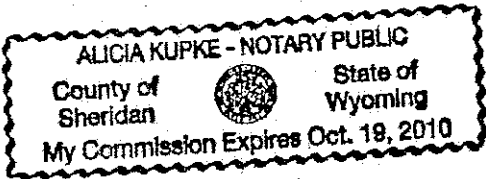
BY:   
Donald B. Roberts, Manager

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of October, 2007, by Donald B. Roberts of System Land, LLC Donald B. Roberts.

Witness my hand and official seal.  
My Commission Expires: 10/19/10

  
Notary Public



**General Agreement for  
Cloud Peak Ranch Seventh Filing**

This agreement is made and entered into as of this 15 day of October, 2007, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and **System Land LLC.**, owner and developer of Cloud Peak Ranch, Seventh Filing, hereinafter known as the "Developer". The City and Developer for their mutual benefit and consideration agree to the terms and conditions as listed herein for development of Cloud Peak Ranch, Seventh Filing:

**Section 1. GENERAL CONDITIONS**

A. The development of Cloud Peak Ranch, Seventh Filing, is subject to the requirements in Appendix B (Subdivisions) of the Sheridan City Code, as well as adopted City of Sheridan Standards for Street and Utility Construction.

B. Development of Cloud Peak Ranch, Seventh Filing, shall occur in one phase:

Phase A will consist of installation of water and sewer mains, storm sewer, curb, gutter, road sub-base, and the first lift of asphalt for Bruce Mountain Drive, and Featherbed Lane. Developer agrees that any cracking or failure of the first lift of asphalt shall be removed and replaced prior to placing the final lift. Completion of Phase A shall occur no later than October 15, 2009.

Phase B will consist of the installation of the final lift of asphalt and sidewalks for Bruce Mountain Drive and Featherbed Lane. Completion of Phase B shall occur no later than October 15, 2009.

C. The Developer shall provide financial assurances pursuant to and in conformance with Sheridan City Code, Appendix B., Sections 701 and 702, including 10% contingency fee. Financial assurances shall cover the following estimated costs contained in the Engineer's Estimate provided by Vista West Engineering, dated August 22, 2007 and included herein as Exhibit A:

1. Sewer and Water - \$157,005.00
2. Paving, storm sewer, curb, gutter, and sidewalks - \$116,360
3. Total Public Infrastructure (plus 10% contingency) - \$300,702.00

The Letters of Credit shall have appropriate amounts released upon verification by the City of completion of each portion or phase of development. The Developer, or its general contractor, shall be permitted to replace the financial assurance during the term hereof with another financial assurance meeting the requirements of Sheridan City Code Appendix B § 702.

D. The Developer Shall contribute towards intersection improvements for Mydland Road and 5<sup>th</sup> Street, and Long Drive and 5<sup>th</sup> Street. The amount of contribution shall be in accordance with estimates and method proposed in a February 22, 2005 letter from the City of Sheridan Public Works Director attached as Exhibit B.

E. The developer shall provide test results, inspection reports and suitable mylar as-built drawings, certified by a registered professional engineer, verifying satisfactory completion for water and sewer utilities for Cloud Peak Ranch, Seventh Filing. Water and sewer utilities shall be approved and accepted by City prior to issuance of building permits for the Cloud Peak Ranch, Seventh Filing. Acceptance of sewer utilities will include video inspection by City personnel. Verification for services of franchise utilities must be provided upon signing of this agreement.

F. Placement of ancillary utilities and services in platted easements, including but not limited to: cable television, gas, electricity, and telephone service, will be coordinated with the installation of water and sewer service lines and sidewalks to avoid interference with, or damage to, any service or utility properly installed in a platted easement. The Developer shall be responsible for repairs to any City utilities for which lack of coordination led to damage.

G. Building permits will be issued as per the requirements of the Building Department and Appendix B, Section 707 of Sheridan City Code, but only after receiving notice of plan approval from Cloud Peak Ranch.

H. Owner shall confirm by geotechnical investigation, prior to installation of foundation on any lot, that soils conditions and foundation considerations conform with the Geotechnical Study; Proposed Residences at the Traditions, dated August 14, 2007 by Pilch Engineering, Sheridan, Wyoming.

Section 2. COMPLIANCE WITH TERMS AND CONDITIONS

The Developer agrees to comply with the terms of this Agreement, including all deadlines, contained in Section 1. Should the Developer fail to comply with any of the conditions in Section 1. of this Agreement, the City will send a letter to the Developer listing the conditions for which Cloud Peak Ranch, Seventh Filing, are not compliant. The City reserves the right to withhold any future development approvals for Cloud Peak Ranch, Seventh Filing, if the Developer does not propose appropriate remedies which are reasonably acceptable to the City to eliminate the non-compliance(s) within two weeks of the date of the letter of non-compliance.

Section 3. EFFECTIVE DATE

This Agreement shall be effective upon the date listed in the first paragraph on page 1.

Section 4. TERMINATION

This Agreement may be amended, revised, or terminated only by the mutual consent of both parties.

Section 5. SEVERABILITY

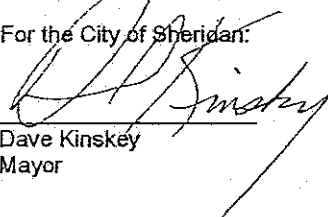
If any provision or portion of this agreement is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this agreement shall remain in full force and effect.

Section 6. GOVERNMENTAL IMMUNITY

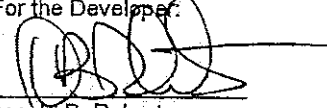
Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

IN WITNESS WHEREOF, the parties execute this agreement as of the date set forth above.

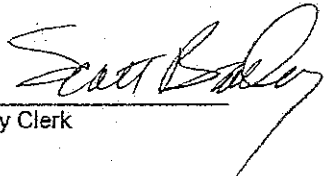
For the City of Sheridan:

  
Dave Kinsky  
Mayor

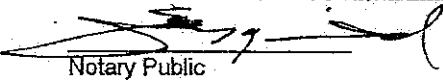
For the Developer:

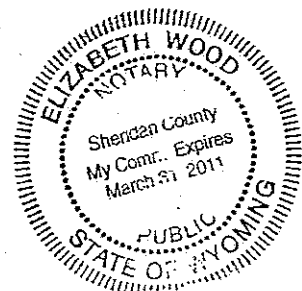
  
Donald B. Roberts  
Owner, System Land LLC.

Attest:

  
City Clerk

The above and foregoing Agreement was  
Subscribed, Sworn to, and Acknowledged  
before me by Don Roberts this 15 day  
of October, 2007.  
My commission expires March 31, 2011

  
Notary Public



590236 AMENDED COVENANTS  
BOOK 490 PAGE 0329  
RECORDED 10/22/2007 AT 03:00 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

**FOURTH AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CLOUD PEAK RANCH  
(ADDING CLOUD PEAK RANCH SEVENTH FILING)**

This Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Cloud Peak Ranch, is made this 18 day of October, 2007, by System Land, LLC, a Wyoming Limited Liability Company.

**RECITALS:**

1. The Declaration of Covenants, Conditions and Restrictions for Cloud Peak Ranch (the "Declaration"), was recorded with the Clerk and Recorder of Sheridan County, State of Wyoming on May 23, 2005, at Reception # 508609, Book 463, Page 0575.
2. The First Amendment to the Declaration of Covenants, Conditions and Restrictions (the "Amendment") "Amount of Assessment" was recorded with the Clerk and Recorder of Sheridan County, Wyoming, on June 2, 2005, Reception # 509678, Book 464, Page 0006.
3. The Second Amendment to the Declaration of Covenants, Conditions and Restrictions (the "Amendment") Adding the 6<sup>th</sup> Filing was recorded with the Clerk and Recorder of Sheridan County, Wyoming, on the 3rd day of April, 2007, Reception # 569766 Book 484, Page 0176.
4. The Third Amendment to the Declaration of Covenants, Conditions and Restrictions (the "Amendment") Adding the 8<sup>th</sup> Filing was recorded with the Clerk and Recorder of Sheridan County, Wyoming, on the 24<sup>th</sup> day of July, 2007, Reception # 581451 Book 487, Page 0655.
5. Pursuant to Article XI e. of the Declaration of Covenants, Conditions and Restrictions for Cloud Peak Ranch, Declarant has the power and authority to exercise its Development Rights and Amend the Declaration.

**AMENDMENT:**

The below listed properties are hereby submitted as "Development Property" and are submitted to the Declaration of Covenants, Conditions and Restrictions for Cloud Peak Ranch:

**Cloud Peak Ranch, Seventh Filing, Sheridan County, State of Wyoming.**

