

**NORTH PARK VILLAGE PHASE 2
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

WHEREAS, the undersigned are the Owners of certain real property platted in July 2017 and located in Sweetwater County, Wyoming described as: **Northpark Village, Phase 2, according to the official plat thereof**, and described on the attached map and designated as **Lots 47-86** (hereinafter "Property"); and,

WHEREAS, the undersigned wish to provide for the use, enjoyment and development of the Property as well as to maintain the values of the Property and improvements located thereon and to protect the Owners, their heirs, successors and assigns from the offensive activities of other Owners; and,

WHEREAS, IT IS SPECIFICALLY INTENDED that the Covenants, Conditions and Restrictions shall constitute Covenants, Conditions and Restrictions that shall run with the Property and be binding on all current and future Owners of the Property, as well as all assigns and successors of current and future Owners.

**ARTICLE I
DEFINITIONS**

Section 1: "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a 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.

Section 2: "Properties" shall mean and refer to the real property described in the Declaration of Covenants, Conditions, and Restrictions for Phase 2 as well as any additions to the property that may be brought within the jurisdiction of the ACC.

Section 3: "DECLARANT" shall mean and refer to Northpark LLC.

Section 4: "Lot" shall mean or refer to any Lot upon which a single family or duplex home has been or is to be constructed.

Section 5: The term "covenants", shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this DECLARATION.

**ARTICLE II
NATURE AND PURPOSE OF COVENANTS**

The covenants set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability and attractiveness of the Lots for the benefit of all Owners and Lots. These covenants are imposed upon DECLARANT and upon the Owners of all Lots. The covenants are for the benefit of all Lots, and shall bind the Owners of all such Lots. Such covenants shall be a burden upon and a benefit not only to the original Owner of each Lot, but also any successors and/or assigns of the original Owner of each Lot. All such covenants are intended as and are hereby declared to be covenants running with the land or an equitable servitude upon the land, as the case may be.

**ARTICLE III
CONSTRUCTION**

Section 1. ARCHITECTURAL CONTROL COMMITTEE: There shall be a standing Architectural Control Committee (ACC) for Northpark Village consisting of two (2) members appointed by the Declarant. When 80% of the lots in Northpark Village have been built upon, a majority of the homeowners who cast votes shall elect two members to the committee. The role of the ACC shall be to review the proposed construction and determine whether it will be in accordance with the covenants and aesthetically consistent with the construction in the neighborhood. In addition, the ACC will be entitled to enforce the covenants.

(a) **APPROVAL OF BUILDING PLANS REQUIRED; PAINTING:** No improvements of any kind, including but not limited to permanent buildings, fences, painting, or enclosures, shall be made, erected, placed, or altered on any Lot until construction plans and specifications and a plot plan showing the location of the structure has been approved by the ACC. The decision of the ACC shall be final. Plans for each home shall be submitted with the actual colors and sample materials to be used. The plans are to be submitted in writing to Northpark Village Architectural Control Committee, 64 Ensign Drive, Dillon, CO 80435 or at some other address as may from time to time be provided by the ACC.

(b) **FAILURE OF COMMITTEE TO ACT:** The ACC will use its best efforts to approve the request within thirty (30) days from the day of submission but in the event the committee fails to act within forty-five (45) days after plans, specifications, and plot plans have been properly submitted, such plans will be considered to be approved and in compliance with these covenants.

(c) **CHANGES OF BUILDING PLANS:** Once plans are approved, any and all changes to approved plans must be subsequently approved by the ACC in accordance with the provisions of this Section 1.

(d) **LANDSCAPING:** Landscaping is very important to the ACC. Homeowners shall be required to landscape their property in an attractive manner and one that controls dust, weeds and erosion. All of these requirements must be completed no later than 12 months after completion of new construction. If the homeowner does not

complete this requirement within the time period provided, the ACC may have the work done and assess the homeowner for the costs incurred by the ACC. A lien may be placed against the property for the amount assessed until paid. The maintenance of the landscaping will be the responsibility of the homeowner.

(e) EXTERIOR. The exterior of the home must be brick, stucco, stone, synthetic stone or a good quality siding material. Large front porches are encouraged. Roof pitch must be 6/12 or greater and roofing material must be a minimum of 30-year architectural asphalt shingles. The roof pitch on shed roofs or front porch roofs may be 4/12 as long as the area of the 4/12 roof doesn't exceed 20% of the total roof area.

Section 2: RESIDENTIAL CONSTRUCTION: All residential construction shall be new. The structure must be constructed on a permanent concrete foundation. A ranch style principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, and garage of 900 square feet and a bi-level dwelling shall have a minimum 900 square feet above ground level, exclusive of porches, terraces, and garage.

Section 3: FENCES: Fencing shall only be installed on the side and rear yard areas. No fencing of any type is to be installed in the front yard area of a Lot. All fences are to be constructed of white vinyl and may not exceed seventy-two inches (72") in height. Replacement of any existing non-conforming fence must be in accordance with these covenants.

Section 4: OUTBUILDINGS:

(a) One outbuilding shall be allowed with a maximum size of 42 square feet and a sidewall height no greater than 72 inches as measured from undisturbed ground level immediately adjacent to the foundation to the point where the vertical wall meets the eave. An outbuilding is only allowed on single-family detached lots.

(b) All outbuildings must be approved by the ACC in accordance with Section 1.

Section 5: TIME LIMITS: All construction must be completed within 12 months after construction is approved. The landscaping shall be completed within 12 months of completion of construction.

**ARTICLE IV
USE OF RESIDENTIAL LOTS**

Section 1: USE: Each Lot within the Properties, shall be constructed, improved, used and occupied in accordance with all zoning regulations, building codes and other applicable county and municipal ordinances and state laws in effect on the date that construction, improvements, use or occupation begins.

Section 2: GENERAL RESTRICTIONS:

(a) All Lots will be maintained to present a neat, uncluttered and orderly appearance. Each homeowner shall cause exteriors to be repaired as the effects of damage

or deterioration become apparent and shall cause it to be repainted periodically before the surfacing becomes weather-beaten or worn off.

(b) No clotheslines may be installed or used on any Lot.

(c) All Lot Owners throughout the summer shall maintain and control their lawns, trees, shrubbery and other vegetation on the Lot to minimize fire hazards and to maintain a neat appearance. In the event of an Owner's failure to do so, the ACC or its agent may notify the Lot Owner of the infraction and direct the Owner to comply within ten (10) days of receipt of the notice. If an Owner fails to comply within the time provided, the ACC shall be authorized to arrange for commercial maintenance. All costs incurred shall be chargeable to the Lot Owner and shall be a lien against the Lot as provided in ARTICLE V, Section 1 below.

(d) Any damage done to the sidewalks, curbs or roads will be the responsibility of the owner to replace immediately.

Section 3: PETS AND OTHER ANIMALS: The term "usual and ordinary household pet" shall mean dogs and cats, as well as birds, gerbils, guinea pigs, and other small animals customarily kept in cages or tanks inside a residence. Notwithstanding the fact that dogs are allowed, no Owner shall have a pitbull or other breed of vicious dog under any circumstances as one of the allowed pets on a Lot. No more than two dogs or three usual and ordinary household pets may be kept outside of a residence at any time. No other animals, livestock, swine, birds or poultry shall be brought within the Properties or be kept on any Lot. No animals may be kept, bred, or maintained on any Lot for any commercial purpose. All pets or other animals must be under control at all times. All pets must be maintained and controlled so as to not create a nuisance or health hazard to any Owner or any other person. Owners shall clean up any common areas used by their pets within the subdivision and shall keep their Lot yards free of all animal feces. All Owners will be responsible for maintaining and keeping their pets in compliance with the animal control regulations of the City of Rock Springs, Sweetwater County and the State of Wyoming, whichever is most restrictive.

Section 4: COMMERCIAL USE: No part of the residential Properties shall be used or caused to be used for any commercial use including, but not limited to, manufacturing, warehousing, storage of merchandise, vending business, stores, shops, repair shops, storage or repair, garages, restaurants, and other non-residential activity.

Home based occupations which do not offer products to, or solicit walk-in customers and which do not otherwise impact nearby residences in terms of noise, traffic flow, parking, or cause other congestion shall be permitted. Only two garage sales (over a maximum period of four days) shall be permitted on a Lot during a calendar year.

Section 5: SIGNS: Signs advertising commercial activity shall not be placed on any Lot at any time. Other signs not exceeding 20" by 30" in size such as "For Sale" signs, name and address signs identifying the residents of the Lot, and political campaign signs and posted in accordance with local laws and regulations may be placed on a Lot. Political campaign signs shall be removed promptly after the election.

Section 6: OTHER STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence.

Section 7: DRILLING: No oil, gas, coalbed methane, coal or uranium extraction, or development, refining, quarrying, or related operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any Lot or within 500 feet below the surface of the Properties. No derrick or other structures designed for use in boring for oil, gas, coal, coalbed methane or uranium shall be erected, maintained or permitted upon any Lot.

Section 8: TRASH COLLECTION:

(a) All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate. Refuse containers and storage areas must be obscured from view from the street on which the residence is located. All garbage, refuse, and trash shall, to the extent possible, be placed in closed garbage bags of plastic or other suitable material to minimize the chance of it being blown out of or away from trash containers. All refuse containers placed at roadside for scheduled trash pickup shall be removed from the roadside within twenty-four (24) hours of trash pickup. Notwithstanding paragraph (d) below any containers remaining on the roadside after 24 hours may be removed and disposed of at the direction of the ACC.

(b) No unlicensed, inoperative, dismantled, or wrecked vehicles, or parts of vehicles, machinery, discarded materials, furniture, or other household fixtures or furnishings of any kind which is inconsistent with outside residential use, shall be kept on any Lot unless contained in an enclosed building.

(c) In the event of a violation of these provisions the ACC or its agent may notify the Owner of the infraction and direct the Owner to comply within ten (10) days of receipt of the notice. If an Owner fails to comply within the time provided, the ACC shall be authorized to arrange for commercial removal of the offending materials or take other appropriate action to have the offending materials removed. All costs incurred shall be chargeable to the Lot Owner and shall be a lien against the Lot as provided in ARTICLE V, Section 1 below.

(d) No burning of trash, rubbish, or garbage will be permitted on any Lot.

Section 9: OFFENSIVE ACTIVITY: No noxious, illegal or offensive activity shall be carried on upon any Lot, nor shall anything be done which may be or become an annoyance or nuisance in the neighborhood.

Section 10: VEHICLES AND TRAILERS:

(a) Vehicles and trucks: Except as otherwise provided in these covenants, only licensed and registered passenger vehicles and trucks not larger than a one (1) ton pickup may be kept on any Lot. Construction equipment, earth moving trucks or equipment, tractor-trailer units or any part thereof, and other heavy vehicles and machinery may not be kept on any Lot.

Exceptions:

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(1) Parking and use of commercial trucks and equipment is permitted on a Lot when construction on the Lot is actually in progress and/or repairs to the home are being made and such construction or repairs requires the immediate use of such vehicles.

(b) Recreational vehicles:

Only two Recreational Vehicles shall be parked on a lot except as follows:

1. For loading and unloading. The maximum time allowed for loading and unloading is one 24-hour period.
2. In the residential garage. The garage door must be closed if the Recreational Vehicle is to be kept in the garage. Additional RVs may be located behind a fenced yard.

The term "Recreational Vehicle" shall mean recreational vehicles such as motor homes, 5th wheel and conventional hitch camper travel trailers, pickup campers whether mounted or not, boats, motorcycles, snow machines, all terrain vehicles, and other off road vehicles and water craft typically used for recreational purposes. The term Recreational Vehicle shall also include trailers intended to transport a Recreational Vehicle, horse trailers, and utility trailers whether or not used to transport Recreational Vehicles.

Section 11: INTERPRETATION, DISPUTES, TEMPORARY DEVIATION:

(a) The ACC shall be the final authority on questions of interpretation of these covenants or disputes among members arising under these covenants.

(b) The ACC shall have the authority to consider and allow, on a case-by-case basis, temporary deviations from these covenants concerning matters which were not or could not be anticipated at the time these covenants were adopted.

**ARTICLE V
GENERAL PROVISIONS**

Section 1: ENFORCEMENT:

(a) The ACC or any Owner, shall have the right to enforce, by any proceeding of law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the ACC or by 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.

(b) Prior to filing a private legal action to enforce any provision of these covenants, an Owner shall first bring the matter to the attention of the ACC and shall give the ACC a reasonable opportunity to investigate and resolve the matter complained of by the Owner.

(c) The breaching owner shall be responsible for all costs and attorney fees incurred relating to the enforcement of these covenants.

Section 2: SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3: AMENDMENT: The covenants and restrictions of the Declaration shall run with and bind the land from the date this amended Declaration is recorded. This Declaration may be amended by an instrument signed by not less than sixty-five percent (65%) of the Lot Owners. Any amendment to these covenants must be recorded in the real property records of Sweetwater County, Wyoming.

Section 4: APPLICATION OF ROCK SPRINGS CITY ORDINANCES. In the event that a conflict arises between the application or wording of these Covenants, Conditions and Restrictions and the Ordinances of the City of Rock Springs, the more restrictive Covenant, Condition, Restriction or Ordinance shall apply in order to meet the intended purposes of this Declaration.

NORTHPARK LLC, DECLARANT,
BY WORKFORCE HOUSING, LLC, MANAGER

Richard C. Norris

BY: Richard Norris,
Manager of Workforce Housing, LLC

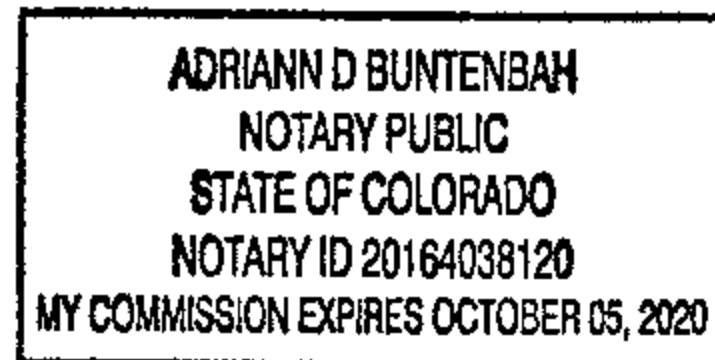
State of Colorado

County of Summit

Subscribed and sworn to before me by Richard Norris, in his capacity as Co-Manager of Workforce Housing, LLC, the manager of Northpark LLC, Declarant, on this 6th day of July, 2017.

WITNESS my hand and official seal.

Notary Public *Adriann D. Buntentah*



My commission expires: 10/05/2020

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