



## **DCC&R Information Packet and Response Sheet 2009 Introduction and How to Use this Information**

Dear Fellow Members of the Star Valley Ranch Association:

Once every 20 years the Star Valley Ranch Association has the opportunity to revise the DCC&Rs that were established to maintain the beauty, integrity and value of the properties at SVRA. The only attempt to revise them was unsuccessful 20 years ago. As a result, for the past 40 years, we have labored under some restrictions that have become outdated or irrelevant due to the changing demographics and lifestyle of our community. The opportunity to revise the DCC&Rs will be at hand again in 2011 and, while success can be achieved, it can only happen if everyone participates. ***We urge the entire membership to participate in this current endeavor to better define modifications that might succeed because, should the attempt fail in 2011, the Star Valley Ranch Association will remain under the existing system for another 20 years. The next opportunity to approve modifications of the current DCC&Rs would be 2031.***

The Board of Directors recognized the opportunity to change the DCC&Rs and appointed the DCC&R Revisions Committee in June of 2008. The Committee was directed *“to develop a plan for determining what changes in the DCC&Rs can receive 70% of the members’ approval by July 1, 2011, and to develop a system for approval: creating the document, distributing it by Jan. 1, 2011, recording results and reporting to the Board and the membership”*.

The Committee received input from the community through open meetings, and used the comments and suggestions to develop a survey that was sent to all members in the fall of 2008. The survey noted sections of the DCC&Rs that had been recommended for change and listed options that had been suggested.

Nearly 600 survey responses were returned to the Committee. There was great interest in the process and a high consensus for change in some items, however, there was a range of opinion as to what the revisions should be. Some items on which there was marginal consensus remain important because comments indicated confusion about the DCC&R’s meaning. ***After analyzing the returns and factoring in both the written and verbal comments, the Committee has developed this packet to further refine members’ opinions and determine changes in the DCC&Rs that could receive 70% of the member’s approval in 2011.***

The DCC&R Revisions Committee appreciates that members have taken the time to seriously consider the need to update the DCC&Rs. Everyone’s input will continue to be critical if we are to agree on revisions. The Committee hopes that, for the sake of making progress, members will recognize that they will need to compromise on some issues in order to attain more important revisions. ***An essential element to bear in mind during your consideration is that when a final revised version of the DCC&Rs is sent for approval in 2011 it must be approved in its entirety. If any part is rejected the entire document is rejected.***

**What should you do?  
Read, React and Respond!**

**1. Read** – We suggest you begin with *What you need to know about the DCC&Rs* on the next page. Approximately 10% of the responses to the 2008 survey indicated misunderstandings about the purpose and validity of the DCC&Rs. Because it is essential that all members participate if we are to succeed in making any revisions to the DCC&Rs the Committee did some research and also asked for legal opinion to clarify these issues so they could be shared with the membership.

Once you have read about the DCC&Rs, move on to each of the white *discussion papers*, which include data from the 2008 survey. Because there are several discussion papers, we suggest you *write down your preliminary response* as you read each of them. Be sure to keep this packet for your future reference.

**2. React and Respond** – It is vital that each lot owner and/or homeowner complete and return the pink SVRA Membership Response Form by January 15, 2010 or print the response form available on the SVRA website ([www.svrawy.com](http://www.svrawy.com)). Please complete your response sheet listing all lots owned. Only completed response sheets returned to SVRA with Plat/Lot numbers included will be tallied. ***Please be sure to respond as soon as possible.***

Have a say in SVRA's future! Make your voice heard by responding to this mailing. Individual responses will be kept confidential. Response results, the Committee's recommendations and information about the final vote in 2011 will be mailed to all members in the summer of 2010.

This packet contains:

- What you need to know about the DCC&Rs - yellow
- SVRA DCC&R Enforcement Policy, August 11, 2009 - yellow
- Data from the 2008 survey for each change that was proposed - white
- A discussion by the Committee based on the data received for each suggested change - white
- A single recommendation for change or in 2 cases, a set of choices that should help clarify a final recommendation from the Committee - white
- A status report from the Fence Committee - white
- A response sheet with spaces to list all lots owned - pink
- A stamped return envelope for your response sheet.

If you have any questions about the DCC&R Revisions process, please contact any member of the Committee.

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## **What you need to know about the DCC&Rs Current DCC&R Enforcement Policy**

### **What is a Declaration of Covenants, Conditions and Restrictions (DCC&R)?**

“The declaration generally establishes the covenants by which all owners within the development agree to be bound and the respective obligations of the owners and the association. Developers record the declaration in the land records before any lots are sold. *The covenants within the declaration run with the land and bind subsequent property owners (emphasis added)*. The covenants are reciprocally enforceable agreements among homeowners that regulate anything from the architectural design and use of structures to the number of pets or guests allowed. "Neighborhood uniformity is preserved" by enforcing the covenants” (Goglio v. Star Valley Ranch Association, 2002 WY 94, 48 P.3d 1072, Case Number: 00-256, 00-257).

### **How are the DCC&Rs tied to the property?**

“Prior to the sale of lots to the public, the developer, Leisure Valley, Inc. recorded the Declaration of Covenants, Conditions and Restrictions (DCC&Rs). *The DCC&Rs created a contract between the developer and the subsequent purchasers of the land to either do or not do certain things on the property (emphasis added)*. The rights and duties under this contract flow through to subsequent purchasers of the property whether or not the subsequent purchasers consented to the original declaration or contract.

The DCC&Rs have been recorded with the Office of the Lincoln County Clerk in Kemmerer, WY. *The act of recording the DCC&Rs provides notice to subsequent purchasers that they are purchasing the property subject to the DCC&Rs (emphasis added)*. It does not matter whether the subsequent purchasers have read or even seen the recorded DCC&Rs. Under the recording statute, Wyoming Statute § 34-1-121, a purchaser is deemed to have notice of an instrument if said instrument was properly executed and recorded with the county clerk.

Covenants, conditions and restrictions are all terms used to describe various forms of promises that are associated with ownership of a parcel of land. A covenant is an agreement to do or not do a particular act. A covenant running with the land is one so relating to the land, that its benefit or obligation passes with the ownership irrespective of the consent of subsequent parties”. (21 C.J.S. Covenants § 25 and Memo from Attorney Jim Sanderson to DCC&R Revision Comm., Oct. 24, 2008).

### **Why can't Town ordinances be used?**

“The DCC&Rs have no relation to Town Ordinances. A town can make ordinances governing nuisances, maintenance of property, etc. DCC&Rs are promises that run with the land and can only be enforced through courts of equity in the case of promises to do or not do something, or in courts of law in the case of promises to pay fees” (Memo from Attorney Jim Sanderson to DCC&R Revision Comm., Oct. 24, 2008).

The Town was formed to assume, expand and improve the roads and culinary water system. The Town has access to state and federal funding to minimize the financial impact on all land owners within our Town for the new culinary water sources, storage and distribution systems we direly need.

Both the Town and the Association formally agreed . . . . duplication of efforts or overlapping of duties only dilutes each organization's effectiveness as well as their funds.

Two very important facts should be understood:

1. If a Town Ordinance and the DCC&Rs were to both cover the same item, the one with the most restrictive rules would prevail. Therefore you can NOT replace a DCC&R (you do not like or want) with a less restrictive or counter ordinance.

2. Whether or not the Town has comparative ordinances with the DCC&Rs... the DCC&Rs do NOT go away and are NOT superseded.

*The current council does not intend to engage in any activity whose sole purpose is for the Town, through ordinances, resolutions or such, to affect the Association's DCC&Rs or their enforcement in any way"* (Town email to the DCC&R Revision Comm., Nov. 21, 2008).

### **How and when can the DCC&Rs be amended?**

"Article IX, Section 4 of the Declaration of Covenants, Conditions and Restrictions for all of the Plats, with the exception of changes in date which correspond with the filing of the original set of DCC&Rs, state:

"Section 4. Duration of Restrictions". All of the conditions, covenants and reservations set forth herein shall continue and remain in full force and effect at all times against said property and the Owners thereof, subject to the right of change or modification hereinafter provided until January 1, 1992, and shall as then in force be continued for a period of twenty years, and thereafter for successive periods of twenty years each without limitation, unless within the six months prior to January 1, 1992, or within the six months prior to the expiration of any successive twenty-year period thereafter, a written agreement executed by seventy per cent (70%) of the then record Lot Owners covered hereby be placed on record in the Office of the County Recorder of Lincoln County, by the terms of which agreement any of said conditions or covenants are changed, modified or extinguished, in whole or in part, as to all or any part of the property subject thereto, in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the original conditions and covenants, as therein modified, shall continue in force for successive periods of twenty years each, unless and until further changed, modified or extinguished in the manner herein provided for, by mutual written agreement of not less than seventy per cent (70%) of the then Owners of record title of said property." (Memo from Attorney Jim Sanderson to DCC&R Revision Comm., Oct. 24, 2008).



## **DCC&R ENFORCEMENT POLICY**

August 11, 2009

To: All Members of the Star Valley Ranch Association  
From: Star Valley Ranch Association Board of Directors  
Re: Enforcement of the SVRA Declaration of Covenants, Conditions, and Restrictions (DCC&R's)

Each of us as a property owner on Star Valley Ranch voluntarily signed legal documents agreeing to membership in the Star Valley Ranch Association and to abide by the DCC&Rs when we purchased our property. The legal documents we signed specify that compliance with the DCC&R's is mandatory, cannot be waived, and applies equally to every property owner.

The Board of Directors has a legal and fiduciary responsibility to uphold and enforce the Declaration of Covenants, Conditions and Restrictions (DCC&R's) of the Star Valley Ranch Association. This responsibility is specified in the Star Valley Ranch Articles of Incorporation and the Code of Conduct for the SVRA Board of Directors. This specific legal and fiduciary responsibility of the Board of Directors has also been affirmed by the SVRA legal counsel and the Wyoming Supreme Court.

In addition, the Board believes that DCC&R enforcement provides a generous return on every property owner's assessment dollars by enhancing the property values in our community. It is an investment in maintaining the value and beauty of our community. While the majority of property owners voluntarily comply with the DCC&R's, the Association and the SVRA Board have had a ground swell of complaints about a minority of property owners who habitually do not comply. The Board has received numerous requests from Association members to enforce DCC&R compliance.

Effective immediately, the Board and the Association will respond to written complaints from Association members on DCC&R violations. Members may submit a confidential written complaint on a form supplied by the Association. The General Manager will investigate and validate the complaint within a reasonable time period. If the complaint is valid, the General Manager will attempt to contact the property owner in person or by phone to resolve the problem. Unsuccessful attempts at personal contact will result in the SVRA Office mailing a letter to the property owner. The letter will require the property owner to contact the SVRA Office within five business days and resolve the complaint. Failure to resolve the complaint will result in the Association taking additional enforcement action up to and including filing a complaint seeking compliance in District Court. The Association will seek recovery of all DCC&R enforcement and court costs from the defendant(s). According to SVRA legal counsel, this could amount to as much as \$2000.

The Board requests each Association member to review the DCC&R's applicable to their lot(s) to determine if they are in compliance. All DCC&R's are published on the SVRA Website, <http://www.svrawy.com/>. The DCC&R's were established to maintain the beauty, integrity, and value of the properties in our community. The Board of Directors is committed to this goal. We appreciate our members' commitment to maintain Star Valley Ranch as a quality community and all members' commitment to be good neighbors.

### **Percentage of Lot Owners Needed to Change the DCC&Rs**

Results from the 2008 DCC&R Survey

*DCC&Rs Article IX Section 4: DURATION OF RESTRICTIONS*

***A written agreement executed by seventy percent (70%) of the then record Lot Owners covered hereby be placed on record in the Office of the County Recorder of Lincoln County, by the terms of which agreement any of said conditions or covenants are changed, modified or extinguished, in whole or in part, as to all or any part of the of the property subject thereto, in the manner and to the extent therein provided. In the event that such written agreement of change or modification be duly executed and recorded, the original conditions and covenants, as therein modified, shall continue in force for successive periods of twenty years each, unless and until further changed, modified or extinguished in the manner herein provided for, by mutual written agreement of not less than seventy percent (70%) of the then Owners of record title of said property.***

A. Do not change the 70% agreement of all record lot owners	30.35%
B. Modify to 60% agreement of all record lot owners	28.07%
C. Modify to 51% agreement of all record lot owners	34.21%
D. Other	7.37%

Discussion Based on the Data

Although 30% of the responses were in favor of no change to the current 70% voting requirement of the current DCC&Rs, the majority of those responding want a change that would fall between 51% and 60% of all record lot owners.

In addition to the choices presented in the survey, the Committee received many comments, both written and verbal, about this restriction indicating an interest in a different option – to change this DCC&R from a percentage of ***all record lot owners*** to a percentage ***of those responding***.

Recommendation

**The Committee recommends that 70% of all record lot owners be changed.**

Experience has shown that it is extremely difficult to achieve the current *70% of all record lot owners* requirement because:

- SVRA lot owners are numerous (over 2000) and widely dispersed – geographically and seasonally.
- Mailing addresses are often not up-to-date so many members cannot be contacted in a timely fashion.
- About a quarter of our membership is all that is available on email at this time.
- A significant number of owners are able to be involved in SVRA issues only in a short-term way.
- Voter apathy is prevalent.

As always the Committee is searching for the option that has a chance of receiving a 70% vote for change in 2011. To do that, some of the 30% who voted for no change to this requirement in the DCC&Rs need to feel comfortable shifting their position. For this reason, the Committee is offering three options for the membership's consideration:

1. **Reduce the current DCC&R requirement of 70% agreement to 60%.** This choice lowers the requirement for change by 10% but still requires the vote of all lot owners.
2. **Change the current DCC&R to 70% of all votes received.** This choice is a 70% super-majority of those who actually vote for a change, no matter how many votes are cast.
3. **Keep the Status Quo.** This choice would keep the current requirement of 70% of all lot owners.

**Please mark one of the choices to the Percentage of Lot Owners Needed to Change recommendation on your response sheet.**

## Time Limit for Changing DCC&R

Results from the 2008 DCC&R Survey

### *DCC&Rs Article IX Section 4: Duration of Restrictions*

*All of the conditions, covenants and reservations set forth herein shall continue and remain in full force and effect at all times against said property and the Owners thereof, subject to the right of change or modification hereinafter provided until January 1, 1992 and shall as then in force be continued for a period of twenty years, and thereafter for successive periods of twenty years each without limitation, unless within the six months prior to January 1, 1992 or within the six months prior to the expiration of any successive twenty-year period thereafter*

A. Do not change the 20-year period between changes	7.64%
B. Modify to 10 years between changes	28.47%
C. Modify to 5 years between changes	49.13%
D. Other	14.76%

### Discussion Based on the Data

From the results of the survey, nearly 78% of SVRA members would opt to change the time required to modify the DCC&Rs from the current 20 years to a 5-10 year window. How we lived and what we knew almost 40 years ago when the DCC&Rs were written have changed dramatically. As our community continues to evolve, we need a means to more readily adapt to accommodate changes. Only 7.64% did not want to change the 20-year requirement.

### *What is the most reasonable period of time between changes to the DCC&Rs?*

The DCC&R Revisions Committee has first-hand experience with the process. In order to bring a possible change to the membership, it is necessary to:

- Identify changes desired by members through many meetings, surveys and discussion so that all voices can be heard.
- Determine which of the many desired changes have the necessary support to receive the required vote through many meetings, surveys and discussion.
- Reach agreement on the proposed modifications from the data and with the SVRA Board of Directors.
- Develop, with legal review, a final version of the proposed DCC&Rs with modifications included.
- Send to all members for final written approval within a six-month window.

The time frame for this process is taking 4 years today because there are few records to guide the Committee. Costs are another factor. The first mailing and printing in 2008 cost \$1500.00, and at this writing the estimated cost for this educational packet will be at least triple that. We expect to send two more mailings before the process is complete and we expect costs to escalate.

Finally, the Committee believes that time will be needed to integrate and evaluate the results of any DCC&R changes that are voted in by the membership before the next opportunity for change comes about. Modifications that receive a 70% vote in 2011 can be built on, and there should be fewer changes in the future.

#### Recommendation

From our experience and from the results of the 2008 survey, *the DCC&R Committee recommends that reducing the time from 20 years to 10 years is most appropriate.* The time and effort needed to change the DCC&Rs, the period of time needed to evaluate the results of the changes and to research and propose a new set of modifications requires that time period.

*The Committee believes that a 5-year window could mean that a permanent DCC&R committee would have to be involved continuously in some part of the change process.* However, before the time, effort and costs were clear to the Committee in 2008, nearly 50% of respondents voted for a 5-year window for change. We are therefore asking that members vote once more given the Committee's rationale and recommendation for 10 years.

**Please mark 5 years, 10 years or Do not change on the Time  
Limit for Change recommendation on your response sheet.**

## Size of Vans or Trucks

Results from the 2008 DCC&R Survey

*Article VIII Section 10: USE RESTRICTIONS*

*Plats 1,2,3,5,6,7,8,9,10,12,13,14,15,16, and 20 No boats, trailers, campers, house trailers, (vans or trucks larger than one-half ton capacity), Plats 4,11,17,18,21, and 22, (vans or trucks larger than three-quarter ton capacity) shall be parked or stored upon the roadways and streets of the property or in the driveways of any lot or upon the portion of any lot which is visible from said street and roadways. No automobile, motorcycle, trailer, boat, truck or similar vehicle shall be repaired or painted upon the portion of any lot which is visible from the streets or roadways of the property.*

A. Do not change - No vans or trucks larger than ½ ton capacity (Plats 1, 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16 and 20) and no vans or trucks larger than ¾ ton capacity (Plats 4, 11, 17, 18, 21 and 22	14.91%
B. Allow vans and trucks up to ½ ton on all plats	2.35%
C. Allow vans and trucks up to ¾ ton on all plats	14.91%
D. Allow vans and trucks up to 1 ton on all plats	15.41%
E. Allow vans and trucks up to 1 ton on all plats, but no construction or operating farm equipment	44.39%
F. Other	8.04%

### Discussion Based on the Data

The primary issue that has been brought to the DCC&R Revisions Committee about the size of vans and trucks was that the DCC&Rs are not uniform across the Ranch and cause confusion. In some plats no vehicles more than ½ ton can be parked or stored, and in other plats no vehicles more than ¾ ton can be parked or stored. Survey results indicate that 15% of respondents would not change the current DCC&R, while nearly 60% indicated that the parking or storage of trucks and vans up to 1 ton would be acceptable on all plats. The greatest number of respondents did not want construction equipment or working farm equipment to be parked or stored.

### **What is the difference between a ½ ton, a ¾ ton, and a 1 ton pickup truck?**

When the DCC&Rs were written 40 years ago, vans and pickups were not family passenger vehicles. Now vans and pickups are accepted modes of everyday transportation and are often the only form of transportation available to many families.

Today the difference between a ½ ton, ¾ ton and 1 ton truck is in the size of springs, brakes, frames, wheel bearings, tire size and sometimes the engine. There is little visible difference. A 2006 -2008 Ford 150 ½ ton pickup truck is similar in physical size to a ¾ ton Dodge or Chevrolet 1 ton. A Ford 150 sits 12" taller than a Dodge 1 ton and is nearly as long. Similarly, a passenger van can be as small as a Chevrolet, Ford or Dodge mini-van or as large as a Ford Excursion.

### Recommendation

There has been confusion about the application of this restriction because boats, trailers, campers, and house trailers are included in the same section although the size restriction only applies to vans and trucks. *In order to clarify that the size of passenger vans and trucks is to be no larger than one-ton across all plats, and that the size restriction applies only to vans and trucks, the Committee recommends that a separate section be written for vans and trucks with the following wording:*

*Passenger vans or trucks up to and including one-ton capacity may be parked or stored upon the property or in the driveways of any lot or upon the portion of any lot which is least visible from said street and roadways. Construction or operating farm equipment shall not be allowed.*

**Please mark YES or NO on the Size of Vans and Trucks recommendation  
on your response sheet.**

## Size of Garages

### Results of 2008 DCC&R Survey

#### *DCC&Rs Article VIII USE RESTRICTIONS*

*The Lots shall be used solely for private, single-family residential purposes, and there shall not be constructed or maintained thereon more than one single-family dwelling and a **private garage for not more than three (3) cars.***

A. Do not change... <i>for not more than three (3) cars</i>	53.01%
B. Eliminate restriction... <i>for not more than three (3) cars</i>	39.18%
C. Other	7.8%

### Discussion Based on the Data

After reviewing the 2008 DCC&R Survey results, the Committee recognizes that the question needs to be reworded for the 2009 survey. The choice presented to the membership should have been:

Eliminate ***for not more than three (3) cars*** from the present DCC&Rs

The original DCC&R does not specify a garage size. The only designation is *a private garage for not more than 3 cars*. The Architectural Committee throughout the years has used an interpretation that any single lot will be permitted to have a garage with no more than 3 overhead style doors. Some exceptions have been made for a fourth door if the homeowner can justify usage to store other items, such as golf carts, RVs, mowing equipment, etc.

Eliminating the 3 cars limitation and 3 overhead doors interpretation would allow the Architectural Committee to approve garages that meet modern storage needs while still assuring that the garage meets the requirements of the SVRA building code and is in harmony with its surroundings.

#### Garages today

- store vehicles, equipment and belongings under cover and out of the elements
- provide security for belongings
- lessen the danger of injury to children who may play around equipment in the open
- enhance the beauty of the Star Valley Ranch community
- reduce the need for enforcement of DCC&R visibility rules

Concern about *huge unsightly garage structures* was mentioned in a few comments of the 2008 survey. Prior to approval, the SVRA Architectural Committee makes certain that all construction meets the International Building Code specifications and requires site plans with structure locations, elevation drawings, roof pitches, siding and shingle materials and exterior colors to ensure the structure is *in harmony with surroundings*.

In addition, the Town of Star Valley Ranch supports all the SVRA requirements and restricts buildings and impervious surfaces including buildings, sidewalks, porches, driveways, lined ponds, etc., to no more than 40% of the surface of the lot. So future garages are subject to both size and style restrictions without the confusing 3-car limitation.

Recommendation

*The Committee recommends eliminating the words for not more than three (3) cars, allowing the SVRA Architectural Committee to approve garages that meet modern needs.*

The DCC&R would read *The Lots shall be used solely for private, single-family residential purposes, and there shall not be constructed or maintained thereon more than one single-family dwelling and one attached and/or one detached private garage(s).*

**Please mark YES or NO on the Size of Garages recommendation  
on your response sheet.**

## Size of Auxiliary Buildings

Results from the 2008 DCC&R Survey

*Article VII Section 4: Use Restrictions*

*Plats 1&2, 4, 11&22, 5&6, 7&8, 9&10, 12, 13&14, 15&16, 17&18, 20) 21 No building having a width of less than 20 feet at the minimum building set back line shall be erected or placed upon any lot. (Exception--Buildings in Plat 3 require a minimum width of 24 feet.)*

A. Do not change – No building having a width of not less than 20 feet (plat 3, not less than 2 feet) shall be erected upon any lot	17.42%
B. Restrict buildings to a width not less than 20 feet on all plats	6.77%
C. Restrict buildings to a width not less than 24 feet on all plats	8.23%
D. Allow smaller buildings such as utility sheds that are in harmony with the surroundings.	62.42%
E. Other	5.16%

### Discussion Based on the Data

Based on the percentages and the comments from the survey, 62.42% of association members would like to allow smaller auxiliary buildings if they are in harmony with the home's structure and with the surrounding area. The buildings should be approved by the Architectural Committee and Board of Directors. Members would like see a nice auxiliary building that would provide a place for lawn mowers, yard equipment, golf carts, bikes, ATVs, etc.

Many Home Owner Associations (HOAs) allow auxiliary buildings. Two HOAs that supplied information *limited* the building size to 120 square feet. The buildings had to be in compliance with all city codes, in compliance with their CC&R's, have a maximum peak height, be installed on a concrete slab at least 3.5 inches thick and approved by the HOA Board of Directors. The HOAs also required the building placement to be reviewed and accepted by the HOA's Architectural Committee.

### Recommendation

***The Committee recommends allowing auxiliary buildings and establishing a minimum square footage of 120 square feet with door sizes no larger than 6' wide x 7' high.*** A building permit would be required prior to construction and building codes for uninhabited buildings would have to be met. An auxiliary building could only be used for storage and not as sleeping or living quarters. Minimum set back line requirements would apply to auxiliary buildings. The construction of the building must meet SVRA building requirements, such as attaching the building to a concrete slab, minimum roof pitch (no flat roofs), and siding and paint colors complementary to existing buildings.

**Please mark YES or NO to the Size of Auxiliary Buildings recommendation on your response sheet.**

## Visibility of Recreational Equipment

Results from the 2008 DCC&R Survey

*Article VIII Section 10: USE RESTRICTIONS*

*Plats 1,2,3,5,6,7,8,9,10,12,13,14,15,16, and 20 No boats, trailers, campers, house trailers, (vans or trucks larger than one-half ton capacity), Plats 4,11,17,18,21, and 22, (vans or trucks larger than three-quarter ton capacity) shall be parked or stored upon the roadways and streets of the property or in the driveways of any lot or upon the portion of any lot which is visible from said street and roadways. No automobile, motorcycle, trailer, boat, truck or similar vehicle shall be repaired or painted upon the portion of any lot which is visible from the streets or roadways of the property.*

A. Do not change – No boats, trailers, campers, house trailers... shall be parked or stored upon the roadways and streets of the property or in driveways of any lot or portion of any lot which is visible from said street and roadways.	33.10%
B. Allow one RV or similar vehicle space on each lot	39.97%
C. Allow one RV or similar vehicle space with year-round screen on each lot	12.52%
D. Other	17.15%

### Discussion Based on the Data

Nearly 52.5% of respondents were in favor of allowing one RV or similar vehicle space on each SVRA lot, but over 33% wished to keep the status quo. The question of visibility of recreational vehicles garnered more comments than any other proposed change to the DCC&Rs. Most of the comments favored one RV space, however, other suggestions included 2-3 spaces per lot, allowing seasonal vehicles to be parked on the property, and providing a storage facility on SVRA.

A recent email survey sent out by the SVRA Office asked the question: *If SVRA provided a storage facility, what vehicles would you be willing to park there?* The 55 responses received indicated they would be willing to park 57 vehicles, including RVs, boats and trailers, if such a facility were available. If the survey is a true indication of the size of the problem it appears to be about one vehicle per lot.

**The Committee believes that the subject of recreational vehicle visibility requires multiple solutions** due to the sheer number of vehicles at SVRA.

### Recommendation

There are actually 4 DCC&R proposed changes that would help members to house vehicles and other equipment. They are all in this packet:

1. Size of Auxiliary Buildings - The Committee recommends **allowing auxiliary buildings** and establishing a *minimum square footage* of 120 square feet with door sizes no larger than 6' wide x 7' high **for storage purposes**.
2. Size of Garages - The Committee recommends eliminating the words *for not more than three (3) cars*, allowing the SVRA Architectural Committee to **approve garages that meet modern needs**.

3. Size of Vans and Trucks – The Committee recommends that *Passenger vans or trucks up to and including one-ton capacity may be parked* or stored upon the property or in the driveways of any lot or upon the portion of any lot which is least visible from said street and roadways. Construction or operating farm equipment shall not be allowed.

And finally:

4. Visibility of Recreational Vehicles – *The Committee recommends allowing one space on each lot for recreational vehicles such as motor homes, trailers, pop-up trailers, boats, water craft, snowmobiles, three and four wheel all terrain vehicles, fifth-wheel trailers, all terrain vehicles and the like.* To ensure flexibility in the placement of such vehicles the Committee further recommends the Board of Directors enact a policy describing the site conditions under which this may occur. Requirements for the vehicle space may include a concrete or asphalt slab situated near and parallel to an existing structure, placed on the least visible location from streets and roadways but not directly in front of the home, require a building permit and approval by the Architectural Committee.

**Please mark YES or NO on the Visibility of Recreational Vehicles recommendation on your response sheet.**

## Home-Based Business

### Results of the 2008 DCC&R Survey

#### Article VIII Section 5: USE RESTRICTIONS

*No mercantile, manufacturing, mechanical or trade business, or business establishment of any nature shall be maintained on said land.*

A. Do not change	28.48%
B. Modify to – <i>No business allowing customer visitation shall be maintained on said land.</i>	23.95%
C. Allow home-based business with Board approval	38.69%
D. Other	8.88%

### Discussion Based on the Data

The issue brought to the Committee was that many home-based businesses, primarily home offices, already exist on the Ranch, and it is not clear that they are subject to this DCC&R.

28% of respondents felt that the DCC&R should not be changed at all. Although 63% (B+C) would accept a change to allow “home-based businesses without visitation”, the majority also wanted Board approval. Many others submitted additional restrictions such as no outside signage or customer traffic, no walk-in business, no outside storage of goods, supplies or packing material and no employees. The emphasis on no mercantile, manufacturing, mechanical restrictions was also important in many responses.

The Committee believes that there is no need to change this DCC&R because the 64% interested in change wanted to keep the restrictions, which are already explicitly stated or implicitly understood to continue.

However, because the DCC&R was written in an era before home offices with internet capability in rural areas, the question still remains ***whether home offices are within the definition of business establishment of any nature*** in the current DCC&R and therefore prohibited.

#### **What is the definition of a home office in a single-family dwelling?**

1. Office-like setup in the home of a self-employed person. *businessdictionary.com*
2. Workstation set up in a workers home. *answers.com*

#### **And what is the definition of a *business establishment of any nature*, which is restricted in the current DCC&R?**

An establishment (a factory or an assembly plant or retail store or warehouse etc.) where business is conducted, goods are made or stored or processed or where services are rendered. *dictionary.com, thefreedictionary.com*

## Recommendation

The existing DCC&R is clear. It states that the single-family dwellings on the Ranch should not have mercantile, manufacturing, mechanical or trade business, or a business establishment of any nature. The definition of *business establishment* reiterates the desire to exclude a factory or an assembly plant or retail store or warehouse from homes on the Ranch.

*The Committee recommends no change to this DCC&R, but does recommend that the Board of Directors develop a policy that defines business establishment and allows home offices.* The policy should clarify that under this DCC&R a business establishment is prohibited, but a home office as defined – an office-like setup in the home of a self-employed person; workstation set up in a worker’s home – is allowed but subject to all outside restrictions including signage, storage, parking, customer visitation, etc.

**Please mark YES or NO on the Home Based Business policy recommendation on your response sheet.**

## Uniform Version of the DCC&Rs

### Results from the 2008 DCC&R Survey

*Uniform set of DCC&Rs* At the present time, the people of Star Valley Ranch are governed by 11 versions of the DCC&Rs. In our preliminary input sessions, the desire has been expressed to have a single uniform version that would apply to all lots.

A. Do not change the current 11 versions of DCC&Rs	5.23%
B. Develop 1 version for all plats at SVRA using the least restrictive wording	42.33%
C. Develop 1 version for all plats at SVRA using the most restrictive wording	19.39%
D. Develop 1 version for lots on golf course and 1 set for those not on the golf course	23.27%
E. Other	9.78%

### Discussion Based on the Data

Star Valley Ranch Association is covered by many different versions of DCC&Rs as can be seen in below (Hartog, May 8, 1992). Hartog did a thorough analysis of all versions and, section by section, carefully described the differences that exist. While many of the disparities are in words only, in some areas they are significant. This lack of uniformity is a problem for residents and for the Association.

Plat No.	Signing Date on DCC&R	Recording Date	Instrument Number	Book No.	Page No.
1	8/4/70	8/6/70	424573	91	144
1 Amended	8/13/70	8/19/70	424827	91	254
2	8/4/70	8/6/70	424573	91	144
2 Amended	8/13/70	8/19/70	424827	91	254
3 - No DCC&R is recorded on any individual lot in this plat. However, a DCC&R has been recorded in the general Lincoln County records (Instrument No. 429382 filed on 3/29/71 in Book 93, pages 363-373) which has the legal description of Plat 3, but which does not reference Plat 3 anywhere in its contents.					
4	2/19/86	2/20/86	650503	235	739
5	6/16/71	6/25/71	431639	94	443
6	6/16/71	6/25/71	431639	94	443
7	6/16/71	6/25/71	431639	94	443
7 Amended	3/27/72	4/3/72	437724	99	110
8	6/16/71	6/25/71	431639	94	443
8 Amended	3/27/72	4/3/72	437724	99	110
9	3/17/76	3/23/76	476628	124	393
10	3/17/76	3/23/76	476628	124	393
11	2/19/86	2/20/86	650503	235	739
12	8/12/77	8/15/77	496864	138	403
13	8/12/77	8/15/77	496864	138	403
14	8/12/77	8/15/77	496864	138	403
15	3/29/79	4/2/79	522129	154	649
16	3/29/79	4/2/79	522129	154	649
17	2/29/80	3/7/80	537213	164	33
18	2/29/80	3/7/80	537213	164	33
21	6/25/82	10/22/82	586333	193	360
21 Amended	3/15/83	3/21/83	594011	199	393
22	2/19/86	2/20/86	650503	235	739

Prater Canyon 4 - No DCC&R is recorded on any individual lot in this plat. However, a DCC&R has been recorded in the general Lincoln County records, (Instrument No. 424732 filed 8/14/70 in Book 91 pages 214-224), which has the legal description of Prater Canyon 4 but which does not reference Prater Canyon 4 anywhere in its contents. Prater Canyon 4 is infrequently referred to as Plat 20.

While gathering member's opinions about possible changes to the DCC&Rs the thought that there should be one uniform set of DCC&Rs for the entire Association arose frequently so the idea was included in the 2008 survey. Survey results indicated only 5% of the respondents thought the DCC&Rs should remain as they currently exist. Approximately 62% wanted a single unified version while 24% thought there should be a version for golf course lots and another version for all other lots. Together these indicate that 85% want more uniformity than currently exists, if drafted properly.

The situation at SVRA is rather unique because there is no precedent to guide us. A literature search failed to reveal another situation where many versions of DCC&Rs exist and each applies to a different section of a single organization. There are instances where smaller HOAs (Homeowners Associations) exist within a larger HOA (see Sun City West, AZ). Where this occurs there is a single set of DCC&Rs that superimpose the entire community. The smaller HOAs have their own directives that either supplement or add to the governing DCC&Rs but do not run counter to the master set.

The survey indicates that 85% of the respondents want a more uniform set of DCC&Rs, but there is no general agreement on the language that would be acceptable. The problem of defining what either the *least* or *most* restrictive language remains. From an analysis of the comments received there seems to be a general opinion that the most desirable approach would be a single set using neither the most lenient or most restrictive language but rather moderate language that contains restrictions or exceptions for certain cases such as golf course lots.

One uniform set of DCC&Rs would

- Eliminate disparities that now exist between plats.
- Simplify the process of approving building permits so SVRA architectural requirements would be the same for all plats.
- Simplify DCC&R enforcement.
- Make it easier in the future to address and amend the DCC&Rs as the community evolves and changes are needed.

However, if one set of DCC&Rs are adopted for the entire Association, it must be recognized that:

- Each plat would have two applicable DCC&Rs because anything approved prior to the adoption of a single uniform set of DCC&Rs, would have to be grandfathered.
- Special conditions for some lots, such as golf courses lots, would need to be included.

Recommendation

***The Committee recommends that a single set of DCC&Rs with moderate language be developed.***

**Please mark YES or NO to the Uniform Version of DCC&Rs recommendation on your response sheet.**

An **EXAMPLE** of what the *current* DCC&Rs might look like if they were combined into a single set follows. Please read the comments on the right side of the page to see explanations of changes made to eliminate the differences among the various sets of current DCC&Rs being considered by the Committee.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

WHEREAS, it is the desire and intention of the Declarant to impose upon the property described in Exhibit A mutual beneficial restrictions under a general plan or scheme of improvement for the benefit of all of said lands and the future owners of those lands; and

10/13/09 11:57 AM  
**Comment:** Omitted paragraphs mentioning unincorporated area and LVI as developer and Declarant. Declarant now becomes SVRA

WHEREAS, the Declarant is incorporated as a non-profit corporation known as THE STAR VALLEY RANCH ASSOCIATION, which will have the powers to maintain, administer and enforce the covenants and restrictions hereinafter created, and the owners of lots or parcels referred to herein may be assessed by said Association for their share of common properties and recreational facilities which have been or may hereafter be acquired by the Association for the benefit of lot owners, and

10/13/09 11:57 AM  
**Comment:** Left out LVI's "intent to sell" and added "the property described in Exhibit A" to cover all properties

WHEREAS, Declarant will convey the said property, subject to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges as hereinafter set forth;

10/13/09 11:57 AM  
**Comment:** "will incorporate" and "has incorporated" to "incorporated"

NOW, THEREFORE, Declarant hereby declares that all of the property shall be held, sold, conveyed, encumbered, leased, rented, used, occupied, and improved subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property and every part thereof. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in the described property or any part thereof.

10/13/09 11:57 AM  
**Comment:** The later DCC&Rs refer to both Lots and parcels not just Lots (assume there was a legal reason)

## ARTICLE I

10/13/09 11:57 AM  
**Comment:** Newer DCC&Rs left out the additional "and shall inure to the benefit of all lands in said Tract and the future owners of those lands."

### DEFINITIONS

SECTION 1. "Association" shall mean and refer to THE STAR VALLEY RANCH ASSOCIATION, its successors and assigns.

SECTION 2. "Property" shall mean and refer to that certain real property described on Exhibit "A" attached hereto and made a part hereof.

SECTION 3. "Common Area" shall mean all real property acquired by the Association for the common use and enjoyment of the members of the Association including any structures or other improvements thereon, and any real property used for ingress or egress to the property which has been dedicated to, but is not being maintained by, the County of Lincoln.

10/13/09 11:57 AM  
**Comment:** Newer DCC&Rs left out "real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association". And used "Exhibit A" which describes it all.

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat map of the Property, with the exception of the Common Area.

10/13/09 11:57 AM  
**Comment:** Some DCC&Rs left out the word plat in describing maps.

SECTION 5. "Member" shall mean and refer to any person or entity who holds a membership in the Association by reason of purchasing or owning a portion of the Property.

SECTION 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or parcel, and shall also include contract purchasers and the Declarant, but shall exclude those having such interest merely as security for the performance of any obligation.

10/13/09 11:57 AM  
**Comment:** Again the latest DCC&Rs added "or parcel".

SECTION 7. ""Declarant" shall both mean and refer to STAR VALLEY RANCH, and its successors and assigns.

10/13/09 11:57 AM  
**Comment:** Left out references to LVI and other entities as Declarants

## ARTICLE II

10/13/09 11:57 AM  
**Comment:** Omitted the original ARTICLE II which referred to ANNEXATION OF ADDITIONAL PROPERTIES

### EXAMPLE ONLY

## NEW ARTICLE II

### MEMBERSHIP

Every purchaser or owner of a Lot or parcel which is subject to assessment, as set forth in Article V herein, shall be a Member of the Association. Membership shall be appurtenant to each Lot or parcel and may not be separated from the interest of an Owner in such Lot or parcel. Ownership of such interest shall be the sole qualification for membership.

10/13/09 11:57 AM

**Comment:** Formerly Article III

10/13/09 11:57 AM

**Comment:** Used the newer definition with the added "or parcel". Will not add this comment the rest of the way.

10/13/09 11:57 AM

**Comment:** Change to fit new numbering

10/13/09 11:57 AM

**Comment:** Formerly Article IV

### ARTICLE III

### VOTING RIGHTS

All owners or purchasers of a Lot shall be entitled to one vote for each Lot or parcel in which they hold the interest required for membership in Article II. When more than one person holds such an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

10/13/09 11:57 AM

**Comment:** Change to fit new numbering

10/13/09 11:57 AM

**Comment:** Eliminated all references to two classes of membership and to the developer having the right to vote.

10/13/09 11:57 AM

**Comment:** Formerly Article V

### ARTICLE IV

### PROPERTY RIGHTS

SECTION 1. Members' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to the respective Lot or parcel for which each Owner holds such interest, and shall pass with the title to every assessed Lot or parcel, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of Members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of purchasing and improving Common Areas and facilities and in aid thereof to mortgage or otherwise encumber said property;
- (d) The right of the Association to suspend the voting rights and right to use of the common facilities of a Member for any period during which any assessment against his Lot or parcel remains due and unpaid; and for a period not to exceed thirty (30) days after notice and hearing for any infraction of its published rules and regulations; and
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the entire membership.

10/13/09 11:57 AM

**Comment:** Left out reference to two types of membership.

SECTION 2, Delegation of Use, Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Property.

### ARTICLE V

### COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of Lien and Personal Obligation of Assessments. Each Owner or purchaser of any Lot is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements; such assessments to be fixed, established and collected from time to time as hereinafter provided. 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

10/13/09 11:57 AM

**Comment:** Formerly Article VI

**EXAMPLE ONLY**

property against which each such assessment is made when the Association causes to be recorded with the County Recorder of the County of Lincoln a notice of assessment stating the amount of such assessment and such other charges as hereinbelow provided, a description of the property being assessed, and the name of the record Owner thereof, executed by a duly authorized representative of the Association. Each such assessment, together with such interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner or purchaser of such property at the time when the assessment fell due.

10/13/09 11:57 AM

**Comment:** Omitted "The Developer shall not be liable for payment of assessments relating to unsold Lots covered by these covenants and restrictions".

SECTION 2. 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 Members of the Association and in particular for the improvement and maintenance of the property, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

10/13/09 11:57 AM

**Comment:** Used "Members of the Association" instead of "residents in the property".

SECTION 3. Basis and Maximum of Annual Assessments. The basis for each annual assessment is that set by the Board of Directors the previous year.

10/13/09 11:57 AM

**Comment:** This figure differed according to the amount of the annual assessment that was in place when the DCC&R was filed. This difference no longer exists.

(a) The maximum annual assessment may be increased effective January 1 of each year by the Board of Directors, without a vote of the membership, in conformance with the percentage increase, if any of the Consumer Price Index, United States City Average for all Urban Consumers, as published by the United States Department of Labor for the immediately preceding month of July over such Index for the previous immediately preceding month of July.

10/13/09 11:57 AM

**Comment:** This stated the allowable procedure more clearly than earlier DCC&Rs.

(b) Anything contained herein to the contrary notwithstanding, the maximum annual assessment may be increased for the next succeeding year above that established by the Consumer Price Index formula by a vote of the Members taken within the last quarter of each such year, for each succeeding year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of the Members, present 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 thirty (30) days, nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

10/13/09 11:57 AM

**Comment:** Eliminated reference to "class" of member

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors shall fix the annual assessment at an amount not in excess of the maximum established for the subject year.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs 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, present 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 thirty (30) days, nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

SECTION 5. Quorum for Any Action Authorized Under Sections 3 and 4. At any 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 of 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 requirement set forth in Sections 3 and 4, except that the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, and no such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

10/13/09 11:57 AM

**Comment:** Left out reference to "class of membership"

SECTION 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots or parcels and may be collected on a monthly or other convenient basis.

10/13/09 11:57 AM

**Comment:** Again used reference to parcels

SECTION 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots or parcels on the first day of the month following the execution of a Contract for Deed or the conveyance of a deed to the purchaser. The first annual assessment shall be adjusted according to

10/13/09 11:57 AM

**Comment:** This statement best reflects current procedure

**EXAMPLE ONLY**

the number of months remaining in the calendar or fiscal year. The Board of Directors shall fix the amount of the annual assessment against each Lot or parcel at least thirty (30) days in advance of each annual assessment period as herein provided. written notice of the annual assessment period shall be sent to every Owner subject thereto at least annually, 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, or a duly authorized agent setting forth whether the assessments on a specified Lot or parcel have been paid. A reasonable charge may be made by the Board for the issuance of these certificates., Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the maximum allowable rate per annum, and the Association may bring legal action against the Owner personally obligated to pay the same or foreclose the lien against the Lot or parcel for which the assessment is past due. Interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Such foreclosure will be by appropriate action in court, or in the manner provided by law for the foreclosure of a trust deed or mortgage as set forth in the laws of the state of Wyoming, as the same may be amended. In the event the foreclosure is in the manner provided by law for foreclosure under power of sale, the Association shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area or abandonment of his Lot or parcel.

10/13/09 11:57 AM

**Comment:** Used "maximum allowable" instead of specific interest rates.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created therein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Area; and
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the state of Wyoming. Nothing contained in the foregoing shall exempt land or improvements devoted to dwelling use from said assessments.

10/13/09 11:57 AM

**Comment:** Left out "lots or parcels held by Developer"

10/13/09 11:57 AM

**Comment:** Formerly Article VII

## ARTICLE VI

### ARCHITECTURAL CONTROL

SECTION 1. No building, fence, structural wall, or other structure shall be commenced, erected or maintained upon any Lot or parcel, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Board of Directors of the Association, or by an Architectural committee composed of three or more representatives appointed by the Board. Prior to the commencement of any excavations, construction or remodeling of any structure theretofore completed, there shall first be filed with the Board of Directors of the Association or the Architectural committee two complete sets of building plans and specifications therefore, together with a block or plot plan indicating the exact part of the building site the improvements will cover, and said work shall not commence unless the Architectural Committee shall endorse said plans as being in compliance with these covenants and are otherwise approved. The second set of plans shall be filed as a permanent record with the Architectural committee. In the event said Board or its designated Committee fails to approve or disapprove such design and location within forty-five days after said plans and specifications have been submitted to it, approval will not be required and full compliance with this Article will be deemed to have been made.

10/13/09 11:57 AM

**Comment:** Used the newest version which specified forty-five days and parcels

## ARTICLE VII

### USE RESTRICTIONS

10/13/09 11:57 AM

**Comment:** Formerly Article VIII

A water reservoir will be located on Lot 15 in Plat 11 and said Lot shall not be utilized for any other purposes other than purposes relating to said reservoir. All other Lots of Star Valley Ranch shall be used solely for private,

**EXAMPLE ONLY**

single-family residential purposes, and there shall not be constructed or maintained thereon more than one single-family dwelling and a private garage for not more than three (3) cars. In addition, the Lots shall be subject to the following restrictions:

SECTION 1. No residential structure having a floor area less than 900 square feet, not including open porches, patios and garages, shall be erected or placed on any residential Lot. All structures shall be furnished with a pressure reducing valve and an anti-siphoning valve.

10/13/09 11:57 AM  
**Comment:** The only one that mentioned allowing the reservoir and as I understand it that must stay

SECTION 2. No building shall be located on any Lot nearer to the front line than 30 feet therefrom, measured to the foundation of such building; nor not nearer than 30 feet to the rear lot line; nor nearer than 12 feet to the side lot line, unless said side line borders the golf course, in which case said distance shall be 30 feet. For the purpose of this covenant, eaves, steps, and open porches shall be considered as part of a building for the purpose of determining such distances. Buildings approved and constructed under previous DCC&R's USE RESTRICTIONS are grandfathered.

10/13/09 11:57 AM  
**Comment:** Is the largest minimum footage stated. It also speaks to PRVs and anti-siphoning valves

10/13/09 11:57 AM  
**Comment:** Uses "30" instead of "10" feet from rear lot line and "12" instead of "10" feet from side lot line plus "unless said side line borders the golf course, in which case said distance shall be 30 feet." I think the wording in italics would be required.

SECTION 3. No derrick or other structure designed for use in boring, mining or quarrying for water, oil or natural gas or precious mineral shall be maintained or permitted on any Lot or parcel in said Plats. No oil drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

10/13/09 11:57 AM  
**Comment:** This statement would need to be added.

SECTION 4. No building having a width of less than 20 feet at the minimum building set-back shall be erected or placed upon any Lot.

10/13/09 11:57 AM  
**Comment:** Changes "Tract" on some versions to "lot or parcel"

SECTION 5. No mercantile, manufacturing, mechanical or trade business or business establishment of any nature shall be maintained on said land.

10/13/09 11:57 AM  
**Comment:** Plat 3 said 24 feet and was the only exception

SECTION 6. No animals of any kind, including horses, cattle, swine, sheep, goats, poultry, chicken or rabbits, shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept, provided they are not bred, kept or maintained for any commercial purpose.

SECTION 7. No noxious or offensive activity shall be carried on upon any Lot or parcel, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood. Without limiting the generality of the forgoing, no laundry, clothing, rags or any similar material shall be hung or displayed on the eaves, door or upon the portion of any building or Lot which faces upon or is visible from the streets in the property.

10/13/09 11:57 AM  
**Comment:** Used those specifying "lot" as well as "building".

SECTION 8. After the commencement of any building, structure, fence or wall permitted hereby to be constructed, the same shall be prosecuted to completion with reasonable diligence.

SECTION 9. No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently, nor shall said structures be permitted on said Lots or parcels at any time. No old or second-hand structures shall be moved onto any of said Lots or parcels, it being the intent hereof that all dwelling and other buildings to be erected on said Lots shall be new construction of good quality workmanship and materials.

10/13/09 11:57 AM  
**Comment:** Used Lots or parcels

SECTION 10. No boats, trailers, campers, house trailers, vans or trucks larger than 3/4 ton capacity shall be parked or stored upon the roadways and streets of the property or in driveways of any Lot or upon the portion of any lot which is visible from said street and roadway. No automobile, motorcycle, trailer, boat, truck or similar vehicle shall be repaired or painted upon the portion of any Lot which is visible from the streets or roadways of the Property.

10/13/09 11:57 AM  
**Comment:** Used the larger size

SECTION 11. All slopes or terraces on any Lot or parcel shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining Lots or Common Area.

10/13/09 11:57 AM  
**Comment:** Added parcel

EXAMPLE ONLY

SECTION 12. There is hereby reserved from each Lot and the owner thereof an easement for the installation and maintenance of all utilities and draining facilities, together with reasonable rights of access to said easement,

SECTION 13. No billboard of any character shall be erected, posted, painted or displayed upon or about any Lot or parcel. No sign shall be erected or displayed upon or about any Lot or parcel unless and until the form and design of said sign has been submitted to and approved by the Architectural control Committee. No "For Sale" signs shall be displayed upon or about said property without approval of the Architectural Control committee.

10/13/09 11:57 AM  
**Comment:** Lot or parcel instead of "said property" to be consistent

SECTION 14. No Lot or parcel shall be maintained or used as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition, and no rubbish, trash, papers, junk or debris shall be burned upon any Lot or parcel except within a standard concrete incinerator,

10/13/09 11:57 AM  
**Comment:** Added parcel

SECTION 15. No individual water supply system shall be used or permitted on any Lot or group of Lots unless such system is located, constructed and equipped in accordance with the standards of the State Health Department and approved by such authority, and unless such system is permitted and approved by the Architectural control Committee, which may deny approval if, in its sale discretion, such a system would not be in the best interests of the Association.

SECTION 16. No fence, wall, hedge, trees or shrub planting shall be placed or permitted to remain in front of any building or residence placed on a Lot, without first obtaining the approval of Board of Directors or the Architectural committee, which approval shall be in the manner set forth above in Article VI, Section 1.

### GENERAL PROVISIONS

SECTION 1. Enforcement. Each and all of said conditions, covenants and reservations is and are for the benefit of each Owner of land or interest therein in Star Valley Ranch and each thereof shall inure to and pass with each and every Lot or parcel and shall apply to and bind the respective successors in interest. Each grantee of a deed to any part or portion of a Lot or parcel shall be deemed to have taken ownership subject to the declarations and covenants contained herein. The Association or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration. Failure by the Association or 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. A breach of any restriction, condition or covenant may be enjoined, abated or remedied by appropriate proceedings. No such breach shall affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith and for value; provided, however, that any subsequent Owner of said property shall be bound by the said conditions and covenants whether by foreclosure or at a trustee's sale or otherwise.

10/13/09 11:57 AM  
**Comment:** Change to new numbering

10/13/09 11:57 AM  
**Comment:** Some did not refer to the referenced Article

10/13/09 11:57 AM  
**Comment:** Eliminated reference to specific plats and used the "deemed to...subject to the declarations..."

10/13/09 11:57 AM  
**Comment:** Added parcel

10/13/09 11:57 AM  
**Comment:** Used the simplest language about "subject to ... DCC&Rs herein"

SECTION 2. Violation Constitutes Nuisance. Every act or omission whereby any restriction, condition or covenant in this Declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by Declarant or its successors in interest and/or by any Lot owner; and such remedy shall be deemed cumulative and not exclusive.

10/13/09 11:57 AM  
**Comment:** Typo on some had "if" as "is"

SECTION 3. 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.

10/13/09 11:57 AM  
**Comment:** On newest DCC&Rs "Declarant" was used instead of "Grantor"

SECTION 4. Duration of Restrictions. All of the conditions, covenants, and restrictions set forth herein shall continue and remain in full force and effect at all times against said property and the Owners thereof, subject to the right of change or modification hereinafter provided until January 1, 2012, and shall as then in force be continued for a period of twenty years, and thereafter for successive periods of twenty years each without limitation, unless within six months prior January 1, 2012, or within the six months prior to the expiration of any successive twenty year period thereafter, a written agreement executed by seventy percent (70%) of the then record Lot Owners covered hereby be placed on record in the office of the County Recorder of Lincoln County,

10/13/09 11:57 AM  
**Comment:** Added correct date for next change to revise DCC&Rs

**EXAMPLE ONLY**

by the terms of which agreement any of said conditions and covenants are changed, modified or extinguished, in whole or in part, as to all or any part of the property subject thereto, in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the original conditions and covenants, as therein modified, shall continue in force for successive periods of twenty years each, unless and until further changed, modified or extinguished in the manner herein provided for, by mutual written agreement of not less than seventy percent (70%) of the then Owners of record title of said property.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this \_\_\_ day of \_\_\_\_\_, 2011.

STAR VALLEY RANCH ASSOCIATION

By \_\_\_\_\_  
Chairman of the Board of Directors

EXHIBIT "A"  
(Legal Description of Association boundaries)

**EXAMPLE ONLY**

10/13/09 11:57 AM

**Comment:** Left out reference to "right of Developer to annex".

## Status Report from the Fence Committee

### Results of the 2008 DCC&R Survey

#### *DCC&Rs Article VIII Section 16: USE RESTRICTIONS*

***No fence, wall, hedge, trees, or shrub planting shall be placed or permitted to remain in front of any building or residence placed on a lot, without first obtaining the approval of the Board of Directors or the Architectural Committee, which approval shall be obtained in the manner set forth in Article VII.***

#### *DCC&Rs Article VII: ARCHITECTURAL CONTROL*

***No building, fence, structural wall, or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board.***

A. Do not change – No fence...in front of any building or residence... without architectural committee approval.	42.37%
B. Allow fencing in backyards	35.85%
C. Allow partial backyard fencing	12.86%
D. Other	16.96%

### Discussion Based on the Data

Over 47% of the respondents to the DCC&R's Revision Survey were in favor of backyard or partial backyard fences being allowed on SVRA properties. An additional 16.98% made comments, many of which were in favor of backyard fencing, but also were concerned that specifications be developed and approval by the Architectural Committee be maintained. Article VIII section 16 specifically refers to approval being required for front yard fences and Article VII & VIII require permission to place any fence on the property.

In response to the wide interest that was shown regarding fences by the SVRA members in the 2008 DCC&R survey, a Fence Committee was formed by the SVRA Board. The Fence Committee was charged to seek professional and public opinion regarding all aspects of fences to create an approved set of standards for backyard fences. Members are Curtis Cheshier, Donna Bell, Annette Matijczyk, Lyal Radford Jr., Kathy Daulton, DCC&R Revisions Committee representative, and Gary Fralick, Wyoming Game and Fish Consultant.

Following much discussion about fence specifications, the DCC&R Revisions Committee recommended to the Fence Committee that additional research be done on the specific materials, heights and sizes of fences that may be applicable. An additional survey was distributed in July 2009 at the SVR Town Hall dedication, at the July SVRA Board meeting, via e-mail and through a door-to-door sampling.

### Results of July 2009 Fence Survey - 132 surveys returned

#### **Materials** (Please check any/all materials you would be in favor of.)

Wooden Split Rail or Buck Rail

Decorative - 69%

With safety wire (to confine pets/children) 63%

Treated Post with safety wire - 43%

Ornamental Aluminum - 34%  
Vinyl - 38%  
Chain link - 24%  
Wooden or vinyl privacy fence - 50%  
No Fences - 11%

**Height** (Please check the height restriction you would be in favor of.)

4 ft. max. - 17%  
5 ft. max. - 30%  
6 ft. max. - 34%

**Area**

Up to 100% of backyard not including set backs - 48%  
75% of backyard not including set backs - 25%  
Limited fence around a designated area (ex. privacy fence around a hot tub or dining area) - 27%

**Are you an SVRA:**

Lot (only) owner - 9%  
Lot/home owner - 84%  
Renter - 2%  
Prospective buyer - less than 1%

The Fence Committee met August 4, 2009 to review the survey data and to discuss matters related to fences and wildlife. Gary Fralick, our local game warden who lives in Star Valley Ranch, was also in attendance. According to Warden Fralick, Wyoming Game and Fish believes migration routes available to large game on Star Valley Ranch are of great importance to continued wildlife sustainability in our area.

The committee decided to request an official recommendation from the Wyoming Department of Game and Fish regarding fences on SVRA properties. Mr. Fralick is currently working on mapping the crucial habitats and migration routes of wildlife in our area. When the mapping project is complete and the Wyoming Game and Fish has made their recommendations, the Fence Committee will proceed with presenting a policy to the SVRA Board. Because the DCC&R Article VII & VIII do not specifically prohibit fences on SVRA Properties, a policy that outlines the materials and specifications for backyard fences would be sufficient to address the interests of the members as shown from the survey.

It is probable that 2 sets of fence guidelines will be suggested. One set of guidelines will be for lots in crucial wildlife migration zones. The materials and restrictions for these areas will need to be wildlife friendly. (For more information on wildlife friendly fences, please go to [www.jhwildlife.org](http://www.jhwildlife.org), click on *fencing projects*, click on *wildlife friendly fencing*.)

The second set of guidelines will be for areas that would have a minimal impact on wildlife. In these areas, a choice of the most approved materials from the survey would be available for members. Allowing for choice in materials will help maintain the unique look of our community. Height restrictions may be similar to those set for wildlife friendly fences. Limited area privacy fences could be available to all areas. Architectural Committee approval would be maintained for both sets of guidelines.