

RECORDED JUNE 28, 1978 BK 231 PG 258 NO. 740344 MARGARET LEWIS, COUNTY CLERK

DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
OF
NORTH HEIGHTS SUBDIVISION

THIS DECLARATION, made on this 18th day of May, 1978, by Heights Development Corporation, a Wyoming corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the City and County of Sheridan, State of Wyoming, which is more particularly described in Exhibit "A" appended hereto and made a part hereof,

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding upon all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

(1) Declarant. Declarant means Heights Development Corporation, a Wyoming corporation, its successors and assigns.

(2) Real Property. Real Property shall mean all of the real property located in the City and County of Sheridan, Wyoming, described in Exhibit "A" appended hereto.

(3) Plat. The plat refers to the plat for North Heights a subdivision of the City of Sheridan, Wyoming, as filed in the records of the office of the County Clerk and Recorder of Sheridan County, Wyoming.

(4) Residence and Residential. Residence and Residential shall pertain to single family dwellings.

(5) Family Unit. Family unit shall mean any residence occupied by a single family.

ARTICLE II

USE AND OTHER RESTRICTIONS

(1) Persons Bound by These Restrictions. All persons, corporations, cooperatives, companies, and organizations who now own, or who shall hereafter acquire, any interest in, or to the above described lots in Exhibit "A" shall agree and covenant with the owners of said Lots and with their heirs, successors and assigns to conform to the covenants, restrictions, and stipulations as to the use thereof and as to the construction of residence and improvements thereon as provided herein.

(2) No lot within the Subdivision shall be used except for residential purposes and no buildings shall be erected, altered, placed or permitted to remain on any lot or lots other than for residence purposes or for private, attached, semi-attached or detached garage or carport.

(3) No residence or other building or structure shall be located on any lot less than 25 feet from the front line of the lot, nor shall any building or structure be located less than 5 feet from the side lot line, or less than 20 feet from the rear lot line.

(4) The lot side line shall be considered the outer property line of the premises when a residence structure encompasses more than one lot.

(5) The dwellings shall have a minimum fully enclosed ground area devoted to living purposes exclusive of porches, terraces and garages of 960 square feet, except that where the dwelling is of 1½ or two story construction. The minimum may be reduced to 900 square feet of ground floor area provided that the total living area of the 1½ or two story dwelling is not less than 1450 square feet.

(6) No lot within the subdivision shall be subdivided or split, provided that nothing herein shall be read to prevent a purchaser from buying one or more lots upon which he may build.

(7) No structure of a temporary character, a mobile home, trailer, basement, tent, garage, barn or other building shall be built or moved onto any lot at any time and used as a residence or other building, either temporarily or permanently. No building materials shall be stored on any lot for a period longer than ninety days unless substantial construction of a residence is actually in progress. Contractor's shed and temporary sanitary facilities may be erected and used during period of construction.

(8) Only new construction shall be permitted for all building or residence in the subdivision, and such construction shall be of good quality and appearance and the exterior design shall harmonize with the existing structures in the area.

(9) No lot or building within the subdivision shall be used for the purposes of any trade or any commercial professional or manufacturing business of any kind or description. No hospital, church, duplex or apartment house shall be erected within the subdivision.

(10) No portion of the subdivision shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste. All such trash, garbage or other waste shall be kept in sanitary containers which are to be housed within "enclosures" or recessed in the ground. The burning of garbage or trash in incinerators is prohibited, and all containers shall be secure against spillage.

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

(12) No signs, billboards, posters or advertising devices of any kind or character shall be erected or displayed upon any lot except signs displayed to identify the occupants of a dwelling or resale signs which shall not exceed four square feet in the area. No fence or hedge or wall of any kind shall be erected or placed upon any lot to extend in front of the front line of the residence without the approval of the architectural committee. No fence, living hedges, or wall of any kind or character shall be erected or placed on the front yard set back area of any lot. Fences that are to be erected

202

shall be of quality materials and erected and maintained in such a manner so as not to otherwise detract from the appearance of the property. Wood fences are to be stained or painted. Fences erected on a common property line must have the approval and agreement as to cost sharing by both property owners prior to construction.

(13) Off street parking for at least two vehicles shall be provided on each lot. Only motor vehicles capable of being moved under their own power may be parked upon the streets of the subdivision, and they shall remain so parked only for reasonable periods of time. No street or other open area shall be used for the purposes of dismantling or repairing of any vehicles, and unregistered or inoperable vehicles may be parked and kept only within an enclosed garage.

(14) No trailer, boat, camper or other recreational type vehicle shall be situated or parked on any lot within the subdivision for more than four consecutive days, nor more than twenty days within any calendar year, unless such vehicle or equipment is enclosed in a garage.

(15) No structure on any lots may be inhabited until it has been completely enclosed and substantially completed and sanitary facilities and utilities have been installed.

(16) No excavation except as such may be necessary for the construction of improvements shall be permitted on any lot until such time as the actual construction of the residence or other building is to begin, except that the owner may test for the supply of water and subsoil conditions.

(17) Any and all utilities within the subdivision shall be underground.

(18) During the period of construction of any residence or other building upon any lot of the subdivision, the said lot and area shall be kept as neat and orderly as possible. Construction of any residence or other building shall be completed as soon as possible after commencement.

(19) Basketball boards or other sporting equipment shall be attached to the house or garage and not supported on separate posts unless no part thereof extends in front of the front line of the residence.

(20) Above ground swimming pools shall not be permitted in the subdivision, with the exception of childrens' wading pools not exceeding eight feet in diameter.

(21) No permanent clothes line posts will be erected on any of said lots. Any clothes line post or poles shall be of the removable type, and must be enclosed or screened from obvious view of the fronting street.

(22) No Television or other communication towers or structures shall be placed in front of the front line of the house, and any such tower or structure which exceeds three feet above the building roof line shall be first approved by the architectural committee.

(23) No weed, underbrush or unsightly growth of plants shall be permitted to grow or remain upon any lot in the subdivision, and all lots shall be kept mowed and clear of any trash, debris or waste.

(24) Driveways shall be constructed of one solid unit of concrete or asphaltic mat.

(25) No outside illumination equipment or fixtures which will be detached from the residence or garage shall be constructed unless attached to a post or pole which shall not exceed eight feet in height, and which post or pole shall conform to the general architectural plan for the residence.

All connection for such detached illumination devices or fixtures shall be underground.

(26) Additional restrictions or covenants not in conflict with the covenants herein may be made by appropriate provision in any contract or deed for the sale of conveyance of a lot, and such additional restrictions shall inure to the benefit of and be binding upon the parties in the same manner as they have been expressed herein.

(27) A purchaser of any lot or lots within the subdivision shall commence construction of a residence within two years of the date of purchase of the lot or lots and such residence shall be complete within one year after commencement of construction. In the event of the failure of the purchaser to abide by both these deadlines, Declarants, their successors and assigns, shall upon ten days' notice unto the purchaser have the right to retake possession of the premises and if construction has not yet been commenced pay the purchaser the original purchase price of the lot, or if construction has commenced pay in addition to the purchaser price of the lot, the reasonable value of the uncompleted construction.

ARTICLE III

EASEMENTS

Easements for the installation and maintenance of utilities and drainage and other facilities are reserved as shown on the plat. No structure, planting or other material shall be placed or permitted to remain within such easements which may damage or interfere with the installation and maintenance of utilities or which may change or alter the direction of flow of drainage channels in the easements, or which may obstruct in any manner or retard the flow of water through drainage channels. The easement area of each lot and all improvements within it shall be maintained continuously by the owner of the lot, except for those improvements for

which a public authority or utility company is responsible.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

(1) No residence, building, fence, wall, or other structure shall be erected, placed, or altered on any lot within the Subdivision until the plans and specifications showing the location of the structure and the plans for construction have been approved by the architectural committee as to the quality of workmanship and materials, harmony of external design with the existing structures, location with respect to topography, finished grade, elevation, and compliance with the covenants and restrictions contained herein.

(2) Until such time as seventy percent (70%) of the lots within the Subdivision have been sold, the architectural control committee shall be composed of Declarants. At the time seventy percent (70%) of the lots in Exhibit A have been sold and conveyed, the purchasers of said lots shall elect as successors to Declarants, a committee consisting of five (5) members each of whom shall be a lot owner and upon whose election shall replace the undersigned Declarants as the approving agency for the provisions of these covenants and restrictions. Election to the architectural committee shall be annually and upon the death or resignation of any member of the committee, the remaining members shall have authority to designate a successor who shall remain on the committee until the next annual election.

(3) Elections to the architectural committee shall be held on the 1st day of March of each year at a meeting called for that purpose. Notice of the meeting shall be mailed to all property owners within the Subdivision at the address given to the committee's secretary.

(4) Each lot within the Subdivision shall have one vote at the meeting and the majority of the lots as represented by the owners thereof at any meeting, may elect the members of the committee.

(5) Within thirty (30) days after the plans and specification for any construction or other matter designated for the architectural committee, said committee shall either approve or disapprove such plans and specifications, which approval or disapproval shall be in writing. If plans shall be rejected because of non-compliance with the covenants and restrictions, the reasons therefor shall be stated in writing. The person submitting the plans shall have the right to make application to the committee for review of its decision and may request a variance from the restrictions.

ARTICLE V

AMENDMENT OF COVENANTS AND RESTRICTIONS

These covenants and restrictions may only be amended, changed, or cancelled by a vote of seventy-five percent (75%) of the owners representing seventy-five (75%) of the lots within the Subdivision.

ARTICLE VI

TERM

These covenants shall run with the land and shall be binding upon all of the parties and persons claiming under them for a period of twenty years (20) from the date these covenants shall be recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the owners of the lots have been recorded agreeing to change said covenants in whole or in part.

ARTICLE VII

ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting

to violate any covenant either to restrain violation or
to recover damages.

ARTICLE VIII

SEVERABILITY

Invalidation of any one of these covenants by judgment
of Court orders shall in no way affect any of the other
provisions which shall remain in full force and effect.

DATED this 18th day of May, 1978.



HEIGHTS DEVELOPMENT CORPORATION
A Wyoming Corporation

By

Title

John Shallcross
Vice President

ATTEST:

James H. R. Hart
Secretary

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

On this 18th day of May, 1978, before me personally
appeared John Shallcross, to me personally known, who,
being by me duly sworn, did say that he is the Vice President
of Heights Development Corporation, and that the seal
affixed to said instrument is the corporate seal of said
corporation, and that said instrument was signed and sealed
on behalf of said corporation by authority of its Board
of Directors and said John Shallcross, Vice President,
acknowledged said instrument to be the free act and deed
of said corporation.

WITNESS my hand and official seal.



Charles R. Hart
Notary Public

Commission Expires: January 26, 1981

EXHIBIT "A"

Plat of North Heights, a subdivision of the City of
Sheridan, Wyoming, as recorded in the office of the County
Clerk and Recorder of Sheridan County, Wyoming in Plat
Book Number 1, page 215

This property is also described as Blocks 1, 2, 3,
4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of North Heights,
a subdivision of the City of Sheridan, Wyoming.