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FEES: \$42.00 PK DECLARATION OF COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

DECLARATION OF COVENANTS FOR 117 NORTH SCOTT STREET

FEBRUARY 2021



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DECLARATION OF COVENANTS FOR WHITNEY PLAZA

THIS DECLARATION of Protective Covenants ("Declaration") is made by Whitney Benefits, a Wyoming nonprofit corporation (hereafter referred to as "Whitney").

SUBMISSION OF REAL ESTATE

Whitney declares that, in addition to all applicable governmental laws and ordinances, the following terms, covenants, conditions, easements, liens, reservations, restrictions, uses, locations, and obligations are adopted and shall be deemed to run with the property located at 117 North Scott Street (hereafter referred to as "the Property"), as hereafter defined, and shall be a burden and benefit to any person or persons acquiring or owning an interest in the Property and any improvements thereon, and their successors and assigns.

ARTICLE I

DEFINITIONS

- A. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title of any Lot which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
- B. "Property" shall mean Lots 1 through 8 of the 117 North Scott Street Property. Legal description of Sheridan Original Town, Block 5, Lots 1, 2, 3, 4, 5, 6, 7 and 8.
- C. "Lot" shall mean and refer to any lot shown on the final plat of the Property, together with any improvements thereon.

ARTICLE II

ACCEPTANCE OF COVENANTS

A. Each Owner, as grantee in any deed or conveyance of an ownership interest, is and shall be subject to this Declaration by acceptance of a deed or other instrument conveying title, or the execution of a contract for purchase. Every Owner shall be deemed to have accepted this Declaration and each and all of the covenants and the agreements herein contained, and also the jurisdiction, rights and powers of Whitney. By such acceptance, each Owner has and shall continue to covenant, consent and agree to and with Whitney to keep, observe, comply with and perform the covenants and agreements of this Declaration.

ARTICLE III

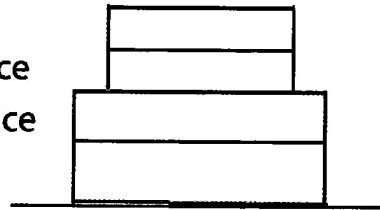
LAND USE AND BUILDING TYPE



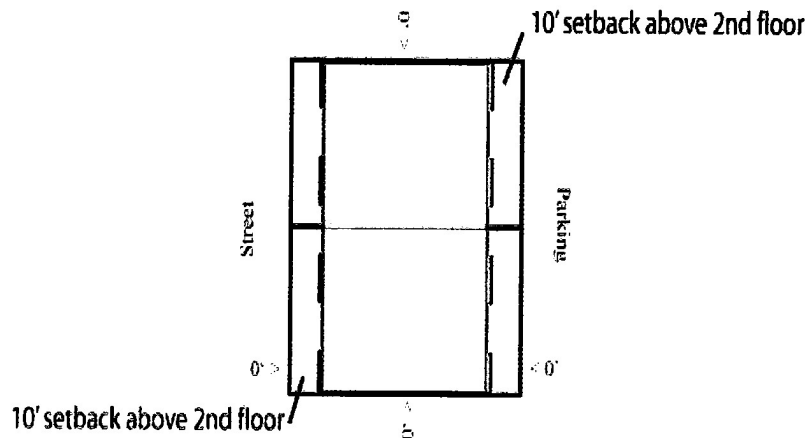
A. 117 North Scott Street Lots 1, 2, 3, 4, 5, 6, 7 and 8:

1. Materials. Structures shall contain elevations consisting of 10% stone plus 60% masonry on the street facing facade for only the first two levels, not including glazing area, subject to adjustment by Whitney Benefits.
2. Height. No building or structure may exceed four stories in height.
3. Uses. The first story may be used only for retail business and office purposes. The second and third stories may be used only for office or residential purposes. The fourth story may be used only for residential purposes.

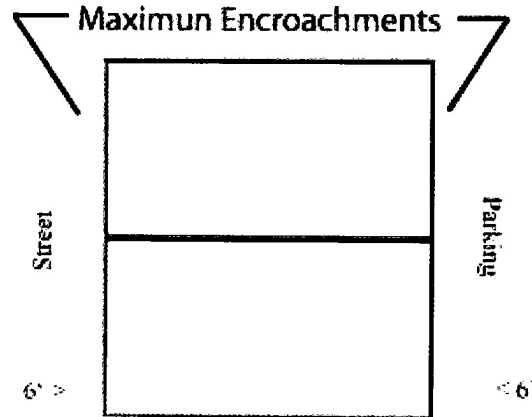
4th - Residential only
3rd - Residential / Office
2nd - Residential / Office
1st - Retail / Office



4. Setbacks. No setback is required for the first two stories; provided, however, that portion of the building next to either East Brundage Street or North Scott Street shall be constructed so that not more than 80% of the building is built to the lot line and the balance shall be recessed or modulated. The elevations shall include a minimum setback of 10 feet from the lot line above the second floor on the front and rear elevations of the building.

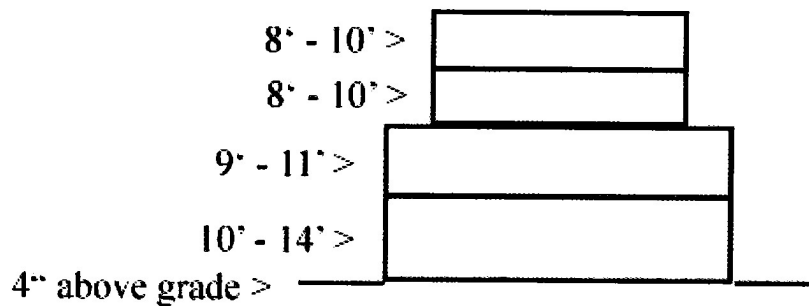


5. Components. No subgrade windows or window wells are allowed. Glazing on all levels shall generally be clear glass unless otherwise approved by Whitney Benefits. Roofs, window extensions, balconies and patio coverings may not encroach into the Right of Way more than 6'.



6. Vertical proportions. The floor level of the first story shall be four (4) inches above prevailing grade and flush at all exterior doors. It shall be at least ten (10) feet and not more than fourteen (14) feet from the floor of the first story to the ceiling of the first floor. It shall be at least nine (9) feet and not more than eleven (11) feet from the floor on the second floor to the ceiling on the second floor. It shall be at least eight (8) feet and not more than ten (10) from the floor of the third floor to the ceiling of the third floor. It shall be at least eight (8) feet and not more than ten (10) feet from the floor of the fourth floor to the ceiling of the fourth floor.

Interior Floor to Floor Elevations



7. General Parameters. The Architectural intent of these covenants is to complement the Sheridan Downtown Style and shall be applied to all exposed elevations. Variations are allowed but must be approved by Whitney Benefits for any and all of these urban regulations for this particular use.

ARTICLE IV

OTHER PROVISIONS RELATING TO THE CONSTRUCTION OF IMPROVEMENTS

A. Roofs. All roofs, including without limitation pitch, slope and composition, must be approved by Whitney, in its sole discretion.



B. Architectural Design. The overall design of any improvements constructed on a Lot, including, but not limited to, size, colors, materials and colors shall be subject to the approval of Whitney, in its sole discretion. No Owner of a Lot may paint or change the exterior color scheme or surfacing materials without the prior written approval of Whitney.

C. Structures. No more than one building may be constructed on any Lot unless otherwise approved by Whitney. No accessory structures are allowed unless otherwise approved by Whitney.

ARTICLE V

USE RESTRICTIONS AND RULES

A. Permitted Uses. No noxious or offensive activity shall be carried on upon any Lot, nor may anything be done which may be or may become an unreasonable nuisance or annoyance to the Property or Whitney.

1. No campers, trailers, motor homes, buses, tractors/trailers, "RV's" (recreational vehicles), boats, snow mobiles, four wheelers, all-terrain vehicles or heavy equipment shall be stored or parked on the Property. No motor vehicles of any kind may be stored, junked, or otherwise maintained anywhere on any Lot in any idle or unworkable condition. Only those vehicles in good running condition which are currently licensed and registered are permitted on any portion of the Property.

B. Drainage. No Owner of any Lot shall permit hazardous wastes or petroleum products to drain into storm drains or street gutters.

C. Condition of Property. The Owner of a Lot shall keep the Lot and all improvements located on a Lot clean, safe and in neat condition and in good order and repair. The Owner of a Lot shall comply in all respects with applicable statutes, ordinances and government regulations. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage, or any other form of solid, semisolid, or liquid waste. Rubbish, garbage, or other waste shall be kept and disposed of in a sanitary container. All containers or other equipment for the storage or disposal of garbage, trash, rubbish, or other refuse shall be kept in a clean, sanitary condition and shall be kept inside the residence or individually housed or screened from view. No trash, litter, or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. Burning of trash will not be permitted at any time in the Whitney Plaza, during construction or otherwise.

D. Landscaping. Any and all landscaping designs shall be accepted in writing by Whitney. All Owners of Lots shall cut and control all weeds and vegetation growing on all Lots, whether vacant, occupied, or with improvements under construction and shall comply with any landscaping plan approved by Whitney.

E. Appearance of Lots. Each Lot at all times shall be kept in a clean, sightly, and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements,

machinery, lumber, or other building materials shall be permitted to remain exposed upon any Lot so they are visible from any neighboring Lot or streets, except as necessary during the period of construction.

In the event any structure is destroyed, either wholly or partially, by fire or any other casualty, said structure shall be promptly rebuilt or remodeled to conform with this Declaration; or if the structure is not to be rebuilt, all remaining portions of the structure, including the foundation and all debris, shall be promptly removed from the Lot.

F. Signs. No signs shall be located on any Lots unless approved in writing by Whitney in its sole discretion. Approval will not be unreasonably withheld.

G. Animals. An Owner may have no more than two generally recognized house or yard pets on any Lot. Any animal allowed outside the Owner's Lot shall be on a leash and controlled at all times. All animals shall be controlled so that they do not make sounds that disturb the peace and quiet. Owner shall pick up animal droppings left by any animal kept on Owner's Lot and dispose of the same in a proper receptacle.

H. Clothes Lines. No exterior clothes line shall be maintained on any Lot.

I. Exterior Antennae. No outside radio or television antennae or satellite dishes shall be permitted on any Lot unless approved in writing by Whitney in its sole discretion, except as otherwise may be provided by State or Federal law.

J. Re-subdivision. No lot may be partitioned, divided or re-subdivided unless approved in writing by Whitney in its sole discretion and by the City of Sheridan.

K. Awnings & Fences. All fencing, screening, awnings, trellises and the like, shall be constructed in a good and workmanlike manner. All fencing, screening, awnings, trellises and the like shall be maintained in good repair and shall be of the size, color, and material as approved by Whitney, in its sole discretion.

L. Temporary Structures – Trailers. No temporary structure, tent, trailer or mobile home may be placed, used or occupied on the Property; provided, however, Whitney may permit temporary construction trailers to be placed on a Lot for a limited period of time during construction of improvements on a Lot.

M. Parking. Motor vehicles shall be parked only in parking spaces as designated for such use. No parking space may be used for storage or for any purpose other than parking vehicles.

N. Emissions. No substance, thing or material shall be kept on any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that disturbs the quiet, safety, comfort or serenity of the occupants of other Lots. Any commercial enterprise that creates emissions (i.e. restaurants, coffee roasters) must have ceiling exhaust system.



O. Window Coverings. No reflective materials, including, without limitation, aluminum foil, reflective screens or glass, mirrors or similar items, shall be installed or placed upon the outside or inside of any windows of any building on a Lot without the prior written approval of Whitney.

P. Motor Vehicle Repair and Towing of Vehicles. Other than temporary emergency repairs, no vehicle shall be constructed, reconstructed, serviced (including but not limited to oil changes) or repaired and no inoperable vehicle may be stored on any portion of the Property. Whitney shall have the right to have any vehicle in violation of this Declaration towed at the sole cost and expense of the owner of the vehicle. Any expense incurred by Whitney in connection with the towing of any vehicle shall be paid to Whitney upon demand by the owner of the vehicle.

ARTICLE VI

ARCHITECTURAL REVIEW

A. Architectural Control. No building or improvement shall be erected, placed, or altered on any Lot until construction plans and specifications, including, without limitation, exterior colors for surfaces, plot plan and configuration, and size and square footage of improvements, have been submitted to and have been approved by Whitney, in its sole discretion, as to quality of workmanship and materials, harmony of design with surrounding structures, exterior colors, location with respect to topography and grade, and compliance with these covenants.

B. Pre-design Conference. Prior to submitting preliminary plans for any proposed improvement, the Owner or Owner's designated representative shall meet with Whitney or its designee in a pre-design conference to discuss proposed building plans and to obtain guidance prior to initiating preliminary design.

C. Final Design Submittal and Review. Two sets of the following final design documents and prints shall be submitted by Owner for final review by Whitney, one of which will be retained by Whitney. After review of the submittal, Whitney will advise the Owner in writing of Whitney's decision on the submittal. In the event Whitney fails to approve or disapprove within thirty (30) days after the final design documents have been submitted to it, the plans and specifications will be deemed to be approved; provided, however, that such approval will only be deemed to have occurred with regard to matters sufficiently and specifically described in plans and specifications which are actually received by Whitney.

1. A Site Plan showing the entire property, adjacent roadways, the location of the building and improvement, driveways, parking areas, existing and proposed topography, finished floor elevations, any protected plants or special terrain features to be preserved, trees to be removed, all utility sources and connections, sited walls, building setbacks and the location of any retaining structures.



2. Floor plans fully dimensioned showing finished floor elevations relative to existing and final grades.
3. Roof plan showing all roof pitches and drainage devices.
4. All exterior elevations showing both existing and proposed grade lines, plate heights, roof pitch, exterior materials, trim components, gutters and downspouts as well as any anticipated changes in color.
5. Paint colors indicating actual exterior material surface and any literature as requested by Whitney depicting or further describing all exterior materials.
6. Exterior lighting plan.
7. Landscape plan including plant material and lawns, decks, patios, ponds, driveways, sidewalks, lighting, and drainage.

F. Construction Requirements. Upon approval of the final design submittal by Whitney and after complying with all requirements of the City of Sheridan, the Owner shall commence construction of any work pursuant to the approved plans within one year from the date of such approval. All work must be done in strict accordance with the approved plans. All buildings and improvements shall be constructed in accordance with the plans and specifications approved by Whitney. Any changes to approved plans and specifications shall require resubmission to, and approval by, Whitney.

1. Whitney may inspect all work in progress and give notice of noncompliance with the terms of its approval. Whitney's failure to inspect the work or to give notification during the construction period does not constitute approval by Whitney of the work in progress or waive compliance with the approved plans or these covenants.

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

H. Variances. Whitney may authorize variances from the provisions of this Declaration when circumstances such as hardship, aesthetic, or environmental considerations may require. Such variance must be approved in writing by Whitney. The granting of a variance does not operate to waive any of the terms of the Declaration except as to the particular provision covered by the variance. Whitney shall have the right to condition the variance, including without limitation, making a variance temporary or permanent. The granting of a variance in one instance does not mandate the granting of a variance under similar or related circumstances.

ARTICLE VII

ADDITIONAL PROVISIONS

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

If any Owner, or an Owner's family, invitees, licensees, tenants, or subtenants, violates the terms of this Declaration, such Owner shall be liable to Whitney for all costs, expenses and reasonable attorneys' fees incurred by Whitney in enforcing the terms of this Declaration, regardless of whether suit is filed by Whitney.

B. Imposition of Charges and Fees. Whitney, may recover reasonable attorney's fees and other legal costs for actions to enforce these covenants, regardless of whether or not suit is initiated.

C. Invalidation. Invalidation of any one of the covenants or provisions in this Declaration by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

D. LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW, WHITNEY, THE WHITNEY BOARD OF TRUSTEES AND EMPLOYEES OF WHITNEY, SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON FOR ANY ERROR OR OMISSION UNLESS THE PERSON AGAINST WHOM A CLAIM IS ASSERTED HAS PERSONALLY ACTED WITH INTENTIONAL BAD FAITH OR MALICE TOWARD THE PERSON MAKING THE CLAIM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WHITNEY SHALL NOT BE LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY DEFECTS IN PLANS OR SPECIFICATION SUBMITTED NOR FOR ANY STRUCTURAL OR OTHER DEFECTS IN ANY WORK DONE ACCORDING TO SUCH PLANS AND SPECIFICATIONS NOR FOR ERRORS IN THE ON-SITE LOCATION OF ANY CONSTRUCTION. WHITNEY SHALL NOT BE RESPONSIBLE OR LIABLE FOR REVIEWING THE PLANS AND SPECIFICATIONS FOR ENGINEERING OR STRUCTURAL SOUNDNESS OR COMPLIANCE WITH ANY APPLICABLE GOVERNMENTAL REGULATIONS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE OWNER OF A LOT SHALL NOT HAVE ANY RIGHT TO RECOVER DAMAGES FROM WHITNEY FOR ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THE COVENANTS. THE EXCLUSIVE REMEDY OF EACH SUCH OWNER FOR SUCH CLAIMS SHALL BE A DECLARATION OF THE RIGHTS OF THE PARTIES AND AN ORDER ENJOINING SUCH PERSON OR ENTITY FROM TAKING ACTION INCONSISTENT WITH SUCH DECLARED RIGHTS.



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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Dated this 17th day of February, 2021.

Whitney Benefits

By: *P. Henderson*

Title: Executive Director

STATE OF WYOMING)

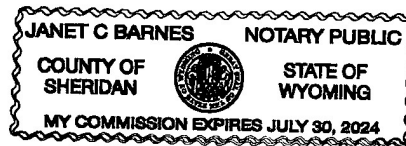
ss.

COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Patrick Henderson, the Executive Director of Whitney Benefits this 17th day of February, 2021.

Witness my hand and official seal.

Janet C. Barnes
Notary Public



My commission expires: 7-30-2024