

RECORDED JANUARY 19, 1978 BK 227 PG 133 NO. 726722 MARGARET LEWIS, COUNTY CLERK

HIGHLAND TOWNHOUSES RESIDENTIAL DISTRICT  
CITY OF SHERIDAN,  
SHERIDAN COUNTY  
STATE OF WYOMING

DECLARATION OF PROTECTIVE COVENANTS FOR:  
HIGHLAND TOWNHOUSES RESIDENTIAL DISTRICT

THIS DECLARATION, made this 13th day of January, 1978, by A and M Partnership of Sheridan County, Wyoming, hereinafter referred to as Declarant(s),

WITNESSETH, THAT:

WHEREAS, the Declarant(s) are the owners of all of the following described land and improvements located thereon; to-wit: all of Block #3, Highland Park Second Addition to the City of Sheridan, Sheridan County, Wyoming: and

WHEREAS, the Declarant(s) intend to sell all of the land and improvements located in said Highland Townhouses Residential District; all of the residential units having already been constructed and the land having already been landscaped.

NOW, THEREFORE, all of the residential units shall be held, transferred, sold or conveyed by Declarant(s), or by them contracted to be sold, subject to the following express provisions, reservations, restrictions and covenants (hereinafter referred to as the conditions) each and all of which is or are for the benefit of said property and for each owner of the land therein, and shall inure and pass with said property, and each and every parcel of land therein, and shall apply to and bind the successors in interest of said owner thereof, and are imposed pursuant to a general plan for the aforementioned property.

Said conditions, restrictions, covenants and reservations are imposed upon the lands and improvements comprising the Highland Townhouses Residential District of the City of Sheridan, Sheridan County, Wyoming, as an obligation or charge against the same for the benefit of each and every residential unit therein contained, and the owner or owners thereof, and said conditions, restrictions, covenants and reservations will be imposed upon each and every residential unit in said District, and are as follows:

## (1)

All residential units in said District shall be known and described as residential units, and will be restricted by all the covenants contained herein.

## (2)

No residential unit shall be used except for residential purposes and no business of any nature whatsoever shall be conducted on the premises. No building shall be erected, altered, placed or permitted except with the written consent of the Declarants or the Control Committee. Any additional buildings or improvements, if permitted, shall be new construction.

## (3)

No fence or wall except as may exist at this time or as hereinafter permitted, shall be erected, placed or altered on any site and no substantial changes shall be made in the landscaping unless approved by the undersigned Declarants or the Control Committee. At the time 51% of the units in said District shall have been sold and conveyed by the undersigned Declarants, the owners of said units through their Highland Townhouses Residential District Association shall elect a Control Committee consisting of at least three members who shall then replace the undersigned Declarants as the approving agency for the provisions of these covenants.

## (4)

The association through its Control Committee shall provide for the painting of the exterior of the buildings, yard care such as watering, mowing of lawns and so on; for snow removal; repair of sewer lines and so on. The expense of such service shall be assessed by the Control Committee to the unit owners in an equitable manner. Also, until separate gas meters can be installed, the Control Committee shall determine the share of the gas bill to be paid by each unit owner and such share shall be determined on a square foot basis of the dwellings unless the Control Committee shall determine another method of allocation of such expense.

(5)

No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be placed or used on any site at any time as a residence or for any other purpose either temporarily or permanently. No building material shall be stored on any site for a period of longer than ninety (90) days unless substantial construction is actually in progress, such construction having been previously approved by the Declarants or the Control Committee.

(6)

No more than one residence shall be permitted on any site.

(7)

No animals, livestock, goats, swine or poultry shall be raised, bred or kept for any purpose. No garden shall be permitted without the prior consent of the Declarants or the Control Committee.

(8)

Pets such as a small dog or cat shall be permitted provided the same are kept under control at all times. No breeding kennel shall at anytime be permitted on the premises.

(9)

No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage, and other wastes. Trash, garbage and other wastes shall be kept 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 properly screened, as not to be visible from the street or from adjoining owners. No open fire shall be permitted or incineration of trash or garbage.

(10)

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owner of any other portion of the District.

(11)

All fences, if permitted, must be first approved by the Declarants or the Control Committee. Any fence that is permitted shall be of new construction and the approval of the Declarants or Control Committee must be first obtained.

(12)

No sign of any kind shall be displayed to the public view on any site except one professional sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period. If the owner of a unit

should rent his unit and the renters carry on any activity which is in violation of these covenants, then the Declarants or the Control Committee, as the case may be shall have the right to give notice to the owner of the property and direct the owner of the property to remove said renters as soon as the same can legally be done.

(13)

There shall be no re-subdividing of any site in the District; any such attempt to subdivide shall be void.

(14)

No motorcycles and no motor bikes shall be permitted or maintained in said District. Snowmobiles are permissible provided the same are kept under cover when not in use.

(15)

The undersigned Declarants or the Control Committee, when constituted, shall have the right to vary the limitations provided by these restrictions and covenants and shall have the right to enforce these covenants.

(16)

If at any time the owner of a unit, his heirs or assigns, desires to sell his unit, such unit must first be offered to the Highland Townhouses Residential District Association upon the same terms and conditions as offered by a third party, whose name shall be revealed to the Association. The Association shall have twenty (20) days after receipt of such offer within which to exercise its right of purchase, and in the event the Association elects not to exercise this right, the owner shall be free to sell his unit to a third party upon the same terms and conditions as offered to the Association. In the event of a change in any of the terms and conditions, such changed terms and conditions shall first be offered to the Association and the Association shall have an additional fifteen (15) days within which to reconsider its decision. This Paragraph 16 may be amended by a majority vote of all of the unit owners.

(17)

Easements and rights of way of record are hereby reserved in this District for poles, wires, pipes and conduits for heating, lighting, electricity, gas, telephones, sewer, water or other public or quasi public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair.

(18)

Except as set forth under Paragraph 16 hereof, these restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of 75% of the units in said District.

(19)

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 75% of the then owners of the units has been recorded, agreeing to change said covenants in whole or in part.

(20)

All streets within the District are to be maintained, improved and repaired when necessary by all adjacent site owners on an equal share-of-the-cost basis, unless such maintenance is provided by the City of Sheridan.

(21)

All new utilities in the District will be placed underground. The utility company will provide for the installation of the utilities to a point adjacent to each unit. The owner of each unit shall be responsible for installing the utilities on their unit, said installation to be at the cost of the owner of said unit.

(22)

No property owner shall place upon his premises, swimming pool filter tanks, fuel oil tanks or similar tanks which may be visible from the street. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining sites. Protective enclosures to screen the above must be approved by the Declarants or the Control Committee as a part of the plans for the improvements to be located on the property. No towers or radio or television antennae higher than 20 feet above the highest roof line of the dwelling house shall be erected and all such towers and antennae must be attached to the dwelling house.

(23)

Only new interior construction will be allowed; no exterior construction shall be permitted, except with the prior consent and approval of the Declarants or the Control Committee.

The declarant(s) and their successor, the Control Committee, shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein and allocate and assess the costs for the improvements, maintenance and repair of all common areas and assess the expenses for yard care, snow removal and so on. Upon the violation of any covenant, or upon the failure to pay any assessments, written notice of such violation or failure shall be directed to the violator who shall have ten (10) days after receipt of said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, Declarant(s), or their successor, the Control Committee, may re-enter and take possession of the violator's premises and correct the violation. In addition, damages may be assessed against the violator at a rate of \$25.00 per day for each day the violation continues after the ten day notice. In the event suit is required to collect any sums due, or to enjoin the violation of any of the covenants contained herein; violator, in addition to any of the other penalties provided herein or which may be assessed by a Court, shall be liable for all attorney's fees and costs incurred by Declarant(s) or the Control Committee in bringing such action.

(25)

In the event any one of the covenants or restrictions contained herein is invalidated by a Judgment or Court Order, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant(s) have executed this "Declaration of Protective Covenants" for Highland Townhouses Residential District of Sheridan, Sheridan County, Wyoming.

A and M PARTNERSHIP

By

Marvin Turner  
Marvin Turner  
Partner

STATE OF WYOMING )  
 ) SS  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me by Marvin Turner, one of the partners of A and M Partnership, a co-partnership consisting of Alton R. Coulter, also known as Alton Coulter and Marvin Turner, this 13th day of January, 1978.

Quentin J. Reddle  
Notary Public

My Commission Expires: December 1, 1979

