

RECORDED NOVEMBER 18, 1974, BK 205 PG 394, NO. 654644, MARGARET LEWIS, COUNTY CLERK

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SCOTT ADDITION

Sheridan, Wyoming

THIS DECLARATION made on this 2nd day of OCTOBER,
197 4, by HOMER A. SCOTT and MILDRED S. SCOTT

hereinafter referred to as Declarants,

WITNESSETH:

WHEREAS, Declarants are owners of certain real property in Sheridan, Wyoming, which is more particularly described in Exhibit A appended hereto and made a part hereof,

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

ARTICLE I

Definitions

(A) Declarant. Declarant means Homer A. Scott and Mildred S. Scott, Husband and Wife, their successors and assigns.

(B) Real Property. Real Property shall mean all the real property known and contained within the Scott Addition described in Exhibit A appended hereto and made a part hereof, located in Sheridan, Wyoming.

(C) Plat. The Plat means the plat for Scott Addition as filed in the records of the office of the County Clerk and Recorder of Sheridan County, Wyoming, on the same date that this Declaration is filed.

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

(E) Common Elements. Common Elements are the areas so designated on the plat, together with improvements thereon.

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 Scott Addition shall be taken and held to agree and covenant with the owners of said lots 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 addition 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 residential purposes with a private attached or semi-attached garage or carport.

(3) No building, fence, wall or other structure shall be erected, placed or altered, nor shall there be any substantial change to the landscape on any site, until the plans and specifications for such construction or alteration shall have first been approved by the architectural committee as hereinafter defined.

(4) The ground floor, or main floor living area of all dwellings erected on the following described lots, exclusive of open porches, breezeways, or garages or carports, shall contain not less than 1800 square feet. Lot numbers,

as shown on the plat for Scott Addition, that shall be governed by this minimum living area restriction are: 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 37, 38, 39, 52, 53 and 54.

The ground floor, or main floor living area of all dwellings erected on the following described lots, exclusive of open porches, breezeways, or garages or carports, shall contain not less than 1600 square feet. Lot numbers, as shown on the plat for Scott Addition, that shall be governed by this minimum living area restriction are: 7, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 55, ~~56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100~~ *Has. M.M.S.*

(5) Where natural grade at the front building line is even with, or below top of curb elevation at a point perpendicular to center of structure, the finish grade from top of curb shall slope up to the building line at not less than one-half inch per foot.

Where natural grade at the front building line is more than one foot, six inches above top of curb elevation, the finish grade at building line shall be at the mean average of the natural grade at the building line.

No building constructed or erected upon any lot shall present a full two story facade to the fronting street, and the height of said building shall not exceed 17 feet. The height shall be determined from the finished grade at building. Chimneys, cupolas and portions of roof may project above the 17 foot limit at the discretion of the architectural committee.

(6) 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 15 feet from the side lot line, or less than 20 feet from the rear lot line.

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

(8) No lot within the addition 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.

(9) 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.

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

(11) No lot or building within the addition 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.

(12) No portion of the addition shall be used or maintained as a 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.

(13) No birds, dogs, pets, animals or livestock of any kind shall be kept, raised or cared for on a commercial basis within the addition, and no swine, poultry, goats, 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 addition.

(14) 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 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 should have the approval and endorsement of both property owners prior to construction, whenever possible.

(15) 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 addition, 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 vehicle, and unregistered or inoperable vehicles may be parked and kept only within an enclosed garage.

(16) No trailer, boat, camper or other recreational type vehicle shall be situated or parked on any lot within the addition 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.

(17) 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.

(18) 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.

(19) Any and all utilities within the addition shall be underground.

(20) During the period of construction of any residence or other building upon any lot of the addition, 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.

(21) 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.

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

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

(24) 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.

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

(26) Driveways shall be constructed of a one solid unit of concrete or asphaltic mat, and no weeds or grass

400

shall be permitted to divide the cement units.

(27) 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 of the residence. All connections for such detached illumination devices or fixtures shall be underground.

(28) 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.

(29) A purchaser of any lot or lots within the addition shall commence construction of a residence within two years of the date of purchase of the lot or lots and such residence shall be completed 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 for the lot, or if construction has commenced pay in addition to the purchase price of the lot, the reasonable value of the uncompleted construction.

ARTICLE III

Architectural Control Committee

(A) No residence, building, fence, wall or other structures shall be constructed, replaced or altered on any lot within the addition 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, finish grade, elevation, in compliance with the covenants and restrictions contained herein.

Preliminary plans of proposed buildings shall be submitted to the architectural committee for approval prior to development of working drawings. Final plans shall comply generally to the approved preliminary plans.

(B) Until such time as fifty percent of the lots within the addition have been sold, the architectural control committees shall be composed of Declarants. At the time fifty percent of the lots in the Scott Addition have been sold and conveyed, the owners of all of the lots within the Addition shall elect successors to Declarants, a committee consisting of five members, each of whom shall be a lot owner, and upon whose election shall replace the undersigned Declarants as 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 upon the committee until the next annual election.

(C) Elections to the architectural committee shall be held on the first 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 addition at the address given to the committee's secretary.

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

(E) Within fifteen days after receiving the plans and specifications 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. In the event the committee fails to approve or disapprove within such period of time, after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with. If the plans shall be rejected because of non-compliance with the covenants and restrictions, the reasons therefore shall be stated. 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.

(F) The architectural committee shall have full authority to grant variances from these covenants and restrictions up to ten percent (10%) of any requirement provided that the owner of the lot seeking the variance from the restrictions must first obtain in writing consent to such variance from those lot owners within a distance of 200 feet from the outside boundary of the effected lot or lots.

(G) The members of the committee shall elect a chairman who may also serve as secretary unless another member shall be designated as such. In any event, the secretary shall keep a minute record of all proceedings and actions taken by the committee, and shall be responsible for all correspondence. Meetings of the committee may be called at any time by the chairman as required to transact any business, and the committee may formulate its own rules and regulations for the calling of such meetings and conduct of its business. Upon the purchase of a lot, the purchaser shall be provided with the names of the members of the architectural committee.

(H) The architectural committee shall have the obligation of providing for the care, operation, management, maintenance, repair and replacement of the common areas.

Without limiting the generality of the foregoing, said obligations shall include the keeping of such common property and improvements thereon in good, clean, attractive and sanitary condition, order and repair; keeping the project safe, attractive and desirable; and making necessary and desirable alterations, additions, betterments, improvements to or on the common areas.

(I) The committee shall have the right to make and enforce reasonable and uniformly applied rules and regulations governing the use of the common property to assure equitable use and enjoyment by all persons within the addition.

ARTICLE IV

Assessments

(A) Regular Assessments. The owner of any lot or lots within the addition shall be obligated to pay, and shall pay unto the architectural committee the overhead assessments for the maintenance and repair of all of the common ground and recreation facilities.

(B) The architectural committee shall have the power and authority to determine all matters in connection with assessments, including the power and authority to determine where, when and how assessments shall be paid to the committee, and each lot owner shall be required to comply with any such determinations.

(C) Time for Payments. The amount of any assessment, or the other amount payable with respect to any lot shall become due and payable thirty days after notice that such amount shall have been given by the architectural committee to such lot owner, or at such later time as may be specified by the committee. Any amount shall bear interest at the rate of ten (10%) percent per annum from the date due and payable.

(D) The committee shall have a lien against each lot to secure the payment of any assessment plus interest from the date due and payable, plus all costs and expenses

of collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in the manner for foreclosures of real estate mortgages in the State of Wyoming.

ARTICLE V

GENERAL PROVISIONS

(A) Enforcement. Declarant and its successors 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 improvement, maintenance and repair of the common areas. Upon the violation of any covenant, or upon the failure to pay any assessments, a written notice of such violation or failure shall be directed to the violator who shall then have ten (10) days after receipt of the said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, Declarant or its successor, may re-enter and take possession of the violator's premises and correct the violation and charge all costs of such correction to the Owner. In addition, damages may be assessed against the violator at the 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 Owner or its successor in bringing such action.

(B) Severability. Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way effect any other provision which shall remain in full force and effect.

(C) Amendment and Duration. The covenants and restrictions of this Declaration shall run with, and be

binding upon, the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by not less than eighty (80%) percent of the owners, and all such amendments must be recorded in the office of the County Clerk of Sheridan County, Wyoming.

(D) Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the Association and each Owner, and the heirs, personal representatives, successors and assigns of each of them.

IN WITNESS WHEREOF Declarant has executed this Declaration the day and year first above written.

Homer A. Scott
Mildred S. Scott

State of Wyoming
County of Sheridan

The instrument was acknowledged before me this 2nd day of October, 1974, by Homer A. Scott and Mildred S. Scott.

Witness my hand and official seal,

Olga M. Pilch
Notary Public



My Commission expires: Jan. 15, 1978.

406

EXHIBIT "A"

Lot Nos. 1-55 of the Scott Addition to the City
of Sheridan, Sheridan County, Wyoming, and all parks
and streets within this subdivision.