

RECORDED NOVEMBER 9, 1978 BK 235 PG 502 NO. 751022 MARGARET LEWIS, COUNTY CLERK

DECLARATION OF PROTECTIVE COVENANTS  
FOR  
HOMESTEAD HOMEOWNERS ASSOCIATION  
AT  
LOTS 1, 2, 3 AND 4, BLOCK 1  
COLONY SOUTH ADDITION  
CITY OF SHERIDAN, SHERIDAN COUNTY  
WYOMING

THIS DECLARATION is made by ROGER B. CROKIN and GERALDINE CROKIN, husband and wife, and EMERY E. MATTHEWS and BETTY L. MATTHEWS, husband and wife, and NORTHERN WYOMING CONSTRUCTION, a partnership, all hereinafter referred to as DECLARANTS.

WHEREAS THE DECLARANTS as owners of Lots 1, 2, 3, and 4 of Block 1 of Colony South Addition to the City of Sheridan, Sheridan County, Wyoming, hereby form an association to be known as the HOMESTEAD HOMEOWNERS ASSOCIATION.

and,

WHEREAS said lots are platted and of record in the office of the County Clerk and Ex-Officio Register of Deeds at Sheridan County, Wyoming, and are described in Exhibit "A" attached hereto, said plat and Exhibit "A" are incorporated by reference in this Declaration and are specifically made a part hereof in all respects, as if fully set out herein;

and,

WHEREAS LOTS 1, 2, 3 and 4 include a portion designated as Lot A,  
a common area adjacent to nine buildings located on said lots, said  
buildings containing a total of thirty-four (34) individual dwelling  
units numbered as set out below, said complex to be known as the HOME-  
STEAD HOMEOWNERS ASSOCIATION:

1923 Big Horn Avenue A & B	1935 Edwards Drive A, B, C, & D
1995 Edwards Drive A, B, C, & D	1953 Edwards Drive A, B, C, & D
1977 Edwards Drive A, B, C, & D	1969 Edwards Drive A, B, C, & D
1961 Edwards Drive A, B, C, & D	1987 Edwards Drive A, B, C, & D,
1943 Edwards Drive A, B, C, & D, and Lot A;	

and,

WHEREAS DECLARANTS intend to sell, lease or rent the said indi-  
vidual dwelling units, and portions of Lots 1, 2, 3 and 4 whereon those  
units are located, subject to the conditions, restrictions, reservations,  
and covenants now on record and upon the following expressed conditions,  
provisions, reservations, restrictions, servitudes, and covenants  
(hereafter referred to as covenants). Each and every covenant is for the  
benefit of the entire HOMESTEAD HOMEOWNERS ASSOCIATION and for the bene-  
fit of the DECLARANTS and subsequent owners, lessees and occupants of  
the dwelling units and real property on which the units are located.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ASSOCIATION

1.

DECLARANTS hereby form the HOMESTEAD HOMEOWNERS ASSOCIATION to be governed by the following rules and procedures.

2.

Voting. The owner of record of each individual dwelling unit shall have one vote in association affairs. A "majority of owners" are those owners holding eighteen (18) or more votes. Votes may be cast in person or by proxy, said proxy, if any, to be in writing, signed by the grantor of the proxy, and filed with the Secretary of the Association prior to the appointed time of each meeting of voters. A majority of owners, in person or by proxy, constitutes a quorum for purposes of transacting association business.

3.

Responsibility. The association has the responsibility of managing, maintaining and improving Lot A; approving an annual budget therefor; and establishing and collecting assessments for such purpose, as approved by vote of the majority of owners.

4.

Meetings. The first annual meeting of the association shall be held on October 31, 1978. Thereafter, annual meetings shall be held

on the thirty-first of October of each succeeding year. At such annual meetings a Board of Directors shall be elected as set out below. The owners may also transact such other business of the association as may properly come before them. It shall be the duty of the president to call a special meeting of the owners as directed by resolution of the Board of Directors or on a petition signed by the majority of the owners and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice unless by a consent of twenty-three/thirty-fourths (23/34) of the votes present, either in person or by proxy.

Meetings of the association shall be held at the Courtroom, Sheridan County Courthouse, Sheridan, Wyoming, or such other suitable place convenient to the owners as may be designated by the Board of Directors.

5.

Notice of Meetings. It shall be the duty of the secretary to mail the notice of each annual or special meeting, stating the purpose thereof as well as the time and place of the meeting, to each owner, at least five (5), but not more than twenty (20), days prior to such meeting. The mailing of notice in the manner provided in this section shall be considered notice served.

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6.

Adjourned Meeting. If any meeting of owners cannot be conducted because a quorum is not attended, the owners who are present either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, at which time, following service of notice of meeting, a majority of owners present may transact all association business for which the meeting was called.

7.

Order of Business. The order of business at all association meetings shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notices
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Report of committees
- (f) Appointment of directors
- (g) Unfinished business
- (h) New business

8.

Board of Directors. A Board of Directors, consisting of five (5) directors each of whom must be an individual dwelling unit owner,

shall be elected by a majority of votes cast for each at the annual meeting.

The Board of Directors shall have the powers and duties necessary for the administration of association's affairs and may do all such acts and things as are not by law or by these declarations directed to be exercised and done by the owners, including but not limited to, the power to contract for labor and materials, recommend assessments at annual or special meetings, collect assessments, bring suit and file notices of lien for unpaid assessments. Each director's term of office shall be one year. Vacancies in the Board of Directors caused by any reason shall be filled by a new appointment, within ten (10) days after the directorship becomes vacant, by a vote of the majority of the remaining directors and each person so elected, shall be a director until a successor is elected at the association's next annual meeting.

9.

Directors Meetings. The first meeting of the Board of Directors shall be held within ten (10) days of their election, at such a place as shall be fixed by the directors at the meeting at which elected. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two such meetings shall be held during each year. Notice of regular meetings of the Board of Directors shall be

given to each director, personally or by mail, or by telephone at least three (3) days prior to the day named for such meeting. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally, by mail, or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) directors. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and waiver shall be deemed equivalent to the giving of such notice. Attendance by the director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the quorum shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the members may adjourn the meeting from time to time. At any such meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

10.

Officers. The principal officers of the association shall be a president, a vice president, and a secretary-treasurer, all of whom shall be individual dwelling unit owners elected annually by the Board of Directors at the organization meeting of each new board, and shall hold office at the pleasure of the board. On an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. The president shall be the chief executive officer of the association. He shall preside, without vote except in the event of tie, at all meetings of the association, and of the Board of Directors. He shall have all of the general powers and duties that are usually vested in the office of president of the association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of association's affairs. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other member of the board to do so on an interim basis. The vice president shall also perform such other duties as shall, from time to time, be imposed on him by the Board of Directors. The secre-

tary-treasurer shall keep the minutes of all meetings of the Board of Directors, and minutes of all meeting of association; he shall have charge of such books and papers as the Board of Directors may direct; he shall, in general, perform all of the duties incident to the office of secretary and he shall have responsibility for association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of, the association in such depositories as may from time to time be designated by the Board of Directors. The secretary-treasurer shall notify the owners of the adjoining lots personally, by mail, or by telephone of the amount of the assessment and the terms of payment.

#### CONSIDERATION

##### 1.

DECLARANTS mutually recognize the needs to provide for Lot A, a common driveway and parking area for the benefit of owners of individual dwelling units located on the adjoining lots hereinbefore identified as Lots 1, 2, 3 and 4, as shown on Exhibit "A", and the need to provide for the regular management, maintenance and improvement of said driveway and parking area, to be known as Lot A, and in consideration of such needs hereby mutually agree to provide, one to the other by conveyance to each individual dwelling unit owner as tenants in common, or by grant of a non-exclusive easement over their respective portions, of Lot A, for the purposes of restricted

vehicle parking, driveway, ingress to, and egress from the adjoining parts of Lots 1, 2, 3 and 4 and any portion of said lots.

2.

FURTHER, DECLARANTS recognize the need to provide certain covenants for mutual benefit and in consideration of such need agree to said covenants as set out herein.

BINDING NATURE

1.

The covenants shall govern use of the property and shall be binding on all DECLARANTS, and their successors in interest, regardless of how that interest is acquired, including among others, adverse possessors, lessees, and purchasers at mortgage foreclosure sales. These covenants are imposed pursuant to a general plan for the improvement and benefit of the HOMESTEAD HOMEOWNERS ASSOCIATION in Colony South Addition. Each and every owner of land in Lots 1, 2, 3, and 4, Block 1, in Colony South Addition, shall have the right to enforce the following covenants.

2.

All covenants stated or contained herein shall be in compliance with covenants governing Colony South 1st Addition.

OBLIGATIONS AND DUTIES OF OWNERS AND TENANTS

1.

The exterior appearance of all units and property in HOMESTEAD HOMEOWNERS ASSOCIATION shall be kept uniform. No owner or tenant, original or subsequent, shall alter the exterior appearance of said units or property without prior written consent from the Association.

2.

No units or property in HOMESTEAD HOMEOWNERS ASSOCIATION shall be allowed to make use of any sign for any reason whatever. No sign, advertisement, notice, door-plate or other similar device shall be inscribed, painted, engraved or affixed to any part of the outside or inside of said premises, except that appropriate for mail depository.

3.

Tenants and owners are hereby restricted from installation of any antenna or communications equipment on the roof or any other exterior part of the units and/or property in HOMESTEAD HOMEOWNERS ASSOCIATION.

4.

Tenants or owners are prohibited from keeping any dogs, or cats, or large pets, or livestock, or poultry, or similar species on the premises of any unit or property.

5.

Owners and tenants in each living unit are restricted to the on premises parking of two (2) licensed operable vehicles. No type of recreational vehicles may be parked or placed on the property.

6.

Owners and tenants shall make use solely of the specific garbage receptacles as provided in HOMESTEAD HOMEOWNERS ASSOCIATION and shall not locate individual garbage cans or receptacles on or about the exterior of the property. Garbage cans, milk bottles, brooms, mops, and similar articles must be kept inside and out of view. Fences or hedges may not be used as receptacles or as a means of hanging items.

7.

Tenants and owners must comply with maintenance schedules and in no way prevent or hinder persons designated to provide for the maintenance of the property, including but not limited to, grounds maintenance, landscaping, and snow removal.

8.

All individual dwelling unit owners are obligated to pay assessments imposed by the ASSOCIATION to meet all costs of the management, maintenance and improvement of Lot A, and other necessary expenses of the association. Each individual dwelling unit owner shall be assessed one/thirty-fourth (1/34) of the total assessments. Said assessments must be paid on the due date specified in the notice of assessment. If not paid when due, the unpaid assessment shall accrue interest at the rate of ten (10%) percent per annum until paid.

9.

Each individual dwelling unit owner agrees, and his or her heirs, assignees and future owners by acceptance of a deed, agree that the

ASSOCIATION shall have a lien upon the owner's adjoining lot for unpaid assessments and interest on unpaid assessments at the rate of ten (10%) percent per annum. The lien may be established and created if the association files a notice of lien in the office of the County Clerk for Sheridan County, Wyoming, setting forth the amount claimed the name and address of the owner and a description of the adjoining lot.

10.

If any owner fails to pay the assessment when due and a suit is filed to collect the assessment, the defaulting owner shall be liable for all costs of collection, including a reasonable attorney's fee, as well as damages as specified below.

#### PARTY WALLS

1.

Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2.

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

all the arbitrators, and shall be binding on all parties.  
and decision resolving such dispute, shall be by a majority vote of  
trator, and such arbitrators shall choose one additional arbitrator,  
under the provisions of this Article, each party shall choose one arbi-  
In the event of any dispute arising concerning a party wall, or

6.

Owner's successors in title.  
this Article shall be appurtenant to the land and shall pass to such  
The right of any Owner to contribution from any other Owner under

5.

necessary protection against such elements.  
posed to the elements shall bear the whole cost of furnishing the  
who by his negligent or willful act causes the party wall to be ex-  
Notwithstanding any other provision of this Article, an Owner

4.

liability for negligent or willful acts or omissions.  
a larger contribution from the others under any rule of law regarding  
out prejudice, however, to the right of any such Owners to call for  
to the cost of restoration thereof in proportion to such use with-  
other Owners thereafter make use of the wall, they shall contribute  
alty, any Owner who has used the wall may restore it, and if the  
If a party wall is destroyed or damaged by fire or other casu-

3.

AMENDMENTS

## 1.

These declarations may be amended by the association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by the owners of twenty-three out of thirty-four individual dwelling units.

DURATION

## 1.

These declarations and covenants run with the land and shall be binding upon all owners and all persons claiming under them and upon the above described units for a period of ten (10) years from the date of this Declaration, and these declarations and covenants shall be automatically extended for periods of ten (10) years unless an instrument, signed by the owners of at least twenty-three out of thirty-four individual dwelling units, is recorded in the office of the County Clerk of Sheridan County, agreeing to repeal these declarations and covenants.

SEVERABILITY

## 1.

In the event any one of these covenants, restrictions, or remedies contained herein is invalidated by judgment or court order, the remaining provisions and remedies shall remain in full force and effect.

ENFORCEMENT

1.



If the parties to this Declaration or their heirs or assigns or any owner of land in HOMESTEAD HOMEOWNERS ASSOCIATION violates or attempts to violate any of these covenants while the covenants are in effect as provided above, any owner of any individual dwelling unit may bring a suit against the person or persons violating or attempting to violate the covenant in order to prevent them from violating or attempting to violate the covenant or to recover damages for such violation, and any person violating these covenants shall be liable for all costs incurred in prosecuting the suit, including a reasonable attorney's fee, and for liquidated damages in the amount of \$25.00 per day until the violation is cured. Said liquidation damages to accrue 10 days from the date notice of violation is first served on the violator..

IN WITNESS WHEREOF THE DECLARANTS have executed this Declaration of Protective Covenants for the HOMESTEAD HOMEOWNER ASSOCIATION this 24<sup>th</sup> day of October, 1978.

DATED this 24<sup>th</sup> day of October, 1978.

1935 Edwards Drive

1953 Edwards Drive

  
Roger B. Crokin  
  
Geraldine Crokin

518

1969 Edwards Drive

Emery E. Matthews  
Emery E. Matthews

Betty L. Matthews  
Betty L. Matthews

1943 Edwards Drive

1961 Edwards Drive

1977 Edwards Drive

1987 Edwards Drive

1995 Edwards Drive

1923 Big Horn Avenue

Northern Wyo Const.  
NORTHERN WYOMING CONSTRUCTION  
A PARTNERSHIP

By: Kent W. Richmond  
Kent W. Richmond  
Partner

Roger B. Crokin  
Roger B. Crokin  
Partner

STATE OF WYOMING }  
COUNTY OF SHERIDAN } ss.

The foregoing instrument was acknowledged before me by ROGER B.

CROKIN AND GERALDINE CROKIN, this 24<sup>th</sup> day of October, 1978.

WITNESS my hand and official seal.

R B Newton  
Notary Public

My Commission expires: \_\_\_\_\_

My Commission expires August 31, 1982

STATE OF WYOMING }  
COUNTY OF SHERIDAN } ss.

The foregoing instrument was acknowledged before me by EMERY E.

MATTHEWS AND BETTY L. MATTHEWS, this 26<sup>th</sup> day of October, 1978.

WITNESS my hand and official seal.



Janet D. Battey  
Notary Public

My Commission expires: My Commission expires August 31, 1982

STATE OF WYOMING }  
COUNTY OF SHERIDAN } ss.

The foregoing instrument was acknowledged before me by NORTHERN

WYOMING, CONSTRUCTION, this 24<sup>th</sup> day of October, 1978. A

PARTNERSHIP, BY: Kent W. Richmond and ROGER B. CROKIN,  
Kent W. Richmond Roger B. Crokin



R. B. Newton  
Notary Public

My Commission expires: My Commission expires August 31, 1982

## LEGAL DESCRIPTION

## COMMON SPACE

A tract of ground being a portion of Lots 1, 2, 3 and 4 of Block 1 of the Colony South Addition to the City of Sheridan, Sheridan County, Wyoming being more particularly described by metes and bounds as follows: beginning at a point being located S00° 09' 26" W, 62.11 ft. from the Northeast corner of said Lot 4, thence N89° 50' 34" W, 407.39 ft.

thence S00° 09' 26" W, 72.00 ft.

thence S89° 50' 34" E, 54.39 ft. to the Westerly Right-of-Way (R.O.W.) of a 16' driveway,

thence S00° 09' 26" W, 65.03 ft. along said driveway to the Northerly R.O.W. of Edwards Drive,

thence S89° 50' 34" E, 16.00 ft.

thence N00° 09' 26" E, 65.03 ft.

thence S89° 50' 34" E, 208.5 ft. to the Westerly R.O.W. of another 16' driveway,

thence S00° 09' 26" W, 65.03 ft. to a point on the Northerly line of Edwards Drive,

thence S89° 50' 34" E, 16.00 ft.

thence N00° 09' 26" E, 65.03 ft.

thence N89° 50' 34" E, 112.50 ft.

thence N00° 09' 26" E, 72.00 ft. to the point of beginning and containing 31413 sq. ft. more or less.

EXHIBIT "A"