

555797 DECLARATION OF COVENANTS
BOOK 478 PAGE 0649
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AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

STATE OF WYOMING)
) ss:
COUNTY OF SHERIDAN)
GRIMSHAW INVESTMENTS, LLC, A Limited Liability Company
to
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS
OF
BLUE SKY ESTATES SUBDIVISION

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned GRIMSHAW INVESTMENTS LLC, A Wyoming Limited Liability Company, Grantor, the owner of all lands in Blue Sky Estates Subdivision, a subdivision of the City of Sheridan, Wyoming containing 116,979 square feet more or less, developed by the undersigned and located in Sheridan County, Wyoming, as more particularly described:

Replat of Lots 1-24, Blue Sky Estates, City of Sheridan, County of Sheridan, State of Wyoming

Does hereby covenant, agree and make the following declarations as to the limitations and restrictions of use to which the lots within Blue Sky Estates Subdivision may be put:

- Intent:** It is the intent of the these covenants to protect and enhance the value, desirability and attraction of Blue Sky Estates subdivision, to protect the lot owners from development and use of other lots within the subdivision which may depreciate the value and/or restrict the use of their lot(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to ensure adequate and reasonably consistent value of the homes constructed on the lots of the subdivision; to encourage the maintenance of structures and improvements; and to insure and encourage the provision of adequate and suitable landscaping. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger.
- Restrictive Use:** All lots within the subdivision shall be known and described as residential lots and will be restricted by the covenants contained in these Declarations. Lots shall be used and occupied as residential home sites only! The owners of lots within the subdivision

shall have full enjoyment of the lots, subject, however, to the covenants contained in this Declaration.

3. **One Family Single Story Twin Homes:** No construction shall be allowed on any lot except for one unit of a single story, one family, twin home with a single stall garage and accessory structures as allowed by these covenants.

4. **Restrictions on Use of Lots:** No manufacturing, commercial business, or other enterprise of whatsoever kind or nature, whether or not conducted for profit shall be operated, maintained, or conducted on any lot, except in-home offices operated by a resident of the structure; provided, however, that such operation will not create excessive traffic or parking problems. More than two (2) client or customer automobiles or vehicles parked in the driveways of the lots and/or on Blue Sky Court at any one time shall be deemed to be an excessive traffic and/or parking problem. No residence shall be used as a boarding or rooming house. No extractive operation for mineral or oil and gas development of any kind be conducted or permitted on any lot.

5. **Signage and Flagpoles:** No signs, billboards, or advertising shall be erected, placed or be permitted to remain on any lot, except suitable signs used to facilitate the sale or rental thereof, or simple discrete professionally made political campaign signs no larger than 2 feet wide by 2 feet high during the campaign season and provided that no more than one (1) political campaign sign is allowed to be erected at any one time. No free standing flagpole shall be erected on any lot. However, one flag pole per lot is allowed to be professionally installed on the side of the twin home on each lot, said flag pole to be no longer than seven (7) feet in length.

6. **Temporary Structures:** No trailer, camper, basements, garage, outbuilding or any other structure of a temporary or mobile nature, shall be used on the lots as a place of residence or habitation, either temporarily or permanently, and, except as the same may customarily be employed by contractors for and during the construction or improvement thereon. No house trailer, mobile home, recreational vehicles, motor homes, camper-trailer, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot.

7. **Architectural Control Committee:** An Architectural Control Committee for the subdivision is constituted. The committee is composed of Stephen Grimshaw, Polly Grimshaw and Carol Morrill or their successors as provided for herein. In the event of vacancy due to death, termination or resignation of any member, the remaining members shall have full authority to designate a successor. None of the members of the committee shall be entitled to compensation of any kind for services performed as a member of the committee.

All notices to the Architectural Control Committee required by these Declarations shall be sent to "Architectural Control Committee – Blue Sky Estates, c/o Grimshaw Investments, LLC, 39 East 1st Street, Sheridan, Wyoming 82801."

The Architectural Control Committee is in no way responsible for enforcement of the restrictions in this Declaration.

Upon the sale of all lots by the Grantor, the Architectural Control Committee shall dissolve and shall have no further rights, duties and responsibilities.

8. Prior Committee Approval Required: No building or improvement shall be constructed or erected upon any lot within the Subdivision until the Architectural Control Committee has approved the construction plans and specifications submitted to it by the lot Owner, or anticipated lot owner in the form and manner set forth herein:

- (a) Any approval by the Architectural Control Committee shall not constitute a warranty, expressed or implied, of compliance with these Declarations or any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence with construction;
- (b) The party requesting Architectural Control Committee approval shall submit such request in writing to the Committee along with a copy of the proposed plans, specifications, materials and color chips that are sufficient to establish the type, quality and appearance of the building exterior and roof, including proposed colors and materials. The plans for any construction shall include a site plan indicating the location of the proposed improvement;
- (c) The Architectural Control Committee will retain a copy of all color chips for purposes of matching the siding, fencing, roofing materials etc., for all homeowners to remain in compliance with the Declarations;
- (d) Any alterations to the plans originally approved by the Architectural Control Committee shall be resubmitted for approval;
- (e) The Architectural Control Committee shall not be liable in damages to any person or association submitting for approval any plans contemplated hereby, or to any owner or owners of land within the subdivision by reason of action, failure to act, approval, disapproval, or failure to disapprove with regard to such plans. Any person or association submitting plans to the Architectural Control Committee for approval shall not have any right to bring any motion or suit to recover damages against the Architectural Control Committee, its members as individuals, or its advisors, employees or agents;
- (f) The Architectural Control Committee will use its best efforts to review any request for approval within (3) business days from the date of submission, and determine if the proposed action conforms to the requirements of these Declarations and is aesthetically consistent with the construction of the neighborhood. No construction shall commence until the Architectural Control Committee has approved the plans and materials;

- (g) Any constructions or improvement proposed shall not otherwise violate these Declarations or any building codes or governmental restrictions otherwise applicable to the lot;
- (h) Evidence of approval by the Architectural Control Committee of any matter requiring such approval shall be demonstrated by a written document signed by at least one member of the Architectural Control Committee approving the proposed construction;
- (i) Notwithstanding anything in these Declarations to the contrary, Grantor need not seek Architectural Control Committee approval for anything it does on any lot affected by these Declarations; and
- (j) The requirement for Architectural Control Committee approval of construction or alterations shall be removed from these covenants on the date that Grantor no longer owns any of the lots affected by these Declarations. However, the lack of an Architectural Control Committee shall not affect the other provisions of these Declarations.

9. **Utility Easements:** Utility easements as shown on the recorded plat are hereby reserved in this subdivision for underground wires, pipes, conduits, street lighting, electricity, gas, telephones, sewer, water or any 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. No structure shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or repair of utilities. The utility easement area of each lot and all improvements in 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.

10. **Fire and Emergency Access Easements:** Fire and emergency access easements as shown on the recorded plat are hereby reserved in the subdivision for the purpose of allowing emergency vehicle access. No obstacles or obstructions, to include structures, fences, bushes or trees may be placed on the fire and emergency access easement. The fire and emergency access easement area of each lot shall be maintained continuously by the owner of the lot

11. **Vehicles:** No vehicle of a size greater than the current standard American manufactured motor car, SUV, or pickup truck, and no vehicle the primary use or design of which is for transportation of passengers for hire and vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, house trailers, buses, boats and boat trailers, snowmobiles or snowmobile trailers, tractors and trailers, shall be parked on the streets or any of the front portions, driveways or other ways of access or to any such lot or lots for a continuous period of more than forty-eight (48) consecutive hours. However, tractors or tractor-trailer assembly units may be parked on the street in front of the lot where structures are being built, but only when such vehicles are being used in connection with construction of structures on the subject property and only so long as such construction is being carried out in a reasonably expedient manner. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.

12. **Activities on Lots:** No obnoxious or offensive activity, commercial or otherwise shall be conducted on the lots, nor shall anything be done which may be or become an annoyance or nuisance to those owning property affected by these Declarations. No vehicle shall be repaired, serviced, rebuilt, dismantled or painted anywhere except within the garage portion of a living unit; provided however that those vehicles owned or leased by residents of houses on the lots may be washed in the driveway of each respective resident's lot.

13. **Satellite Dishes and Antennas:** No roof or pole mounted antennas or satellite dishes are allowed, provided however, that the location of satellite dishes that are less than four feet in diameter will be allowed so long as they are attached to the side or rear of the house.

14. **Fencing:** Lot owners shall be required to maintain the fencing on their lots. Deteriorated and/or damaged fencing shall be replaced with substantially identical fencing materials and colors. If any fencing along the border between adjoining lots shall become deteriorated and/or damaged, the lot owners who's lots are bordered by the deteriorated and/or damaged fencing shall be jointly responsible for repairing and/or replacing the fencing.

15. **Landscaping:** Lot owners shall be required to maintain all landscaping improvements to the property. All surface areas within the boundaries of all lots not otherwise occupied by structures, driveways or roads shall be covered with grass, shrubs, flowers, or other landscaping elements such as rocks, wood chips, bark and/or mulched or graveled material; provided however that the front area of each twin home shall consists of at least 50% grass sod.

16. **Exterior of Homes:** Each lot owner shall maintain the exterior of the twin home unit on his/her lot in good condition and shall cause it to be repaired as the effects of damage or deterioration become apparent and shall cause it to be repaired periodically and before the surfacing becomes weather-beaten or worn off.

17. **Sidewalks and Curbs:** Any damage done to the sidewalks, curbs and curb walks, will be the responsibility of the lot owner to replace immediately regardless of the cause of the damage.

18. **Accessory Buildings:** One (1) storage shed may be erected upon each lot. Storage sheds must architecturally match the home on the lot. No storage shed may exceed the height of the roof line of the home on the lot. No storage shed may exceed 200 square feet in size. One (1) playhouse of no more than 100 square feet in size may be erected on each lot. One (1) dog house may be erected on each lot. All storage sheds, playhouses and dog houses must be confined to the side or rear of the lot.

19. **Nuisances:** Nuisances, Hazardous Activities and Unsightliness shall not be tolerated on any lot or area in the Blue Sky Estates subdivision. This includes: a) no lights shall be emitted that are unreasonably bright or cause unreasonable glare; b) no permanent light fixtures shall be installed in addition to those fixtures already existing on the homes as built on the lots and no light bulbs of greater wattage than 100 watts shall be placed in any exterior light fixture; c) no sound shall be emitted that is unreasonable loud or annoying; d) no odor shall be emitted that is

unreasonably offensive; e) no open fires shall be allowed to exist unless contained in a customary, commercially manufactured barbecue grill; f) no firearms may be discharged; and g) no hunting may be conducted.

20. **Rubbish:** Rubbish containers shall be placed out of site behind the rear of each unit or in the garage area of each residence. No ashes, trash, rubbish, garbage or other refuse shall be stored, deposited or allowed to accumulate anywhere outside of any living unit except during refuse collections by the City of Sheridan, or its contractor assigned such task.

21. **Binding Effect; Extension; Amendment:** This Declaration and all restrictions set forth herein runs with the land and shall be binding on all parties, their successors and assigns and all persons claiming under them, for a period of twenty-five (25) years from the date this Declaration is recorded, after which time, this Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, at any time after expiration of twenty five 25 years from the date this Declaration is recorded, by an instrument signed by at least a majority of the then owners of the lots agreeing to amend this Declaration in whole or in part and recorded upon the deed records of the Clerk of Sheridan County, Wyoming. However, Grantor may amend these Declarations at any time that Grantor is owner of twelve (12) or more lots in the subdivision.

22. **Lots:** No lots shall be combined with any other lots. No lots shall be subdivided. No lots shall be platted as part of any other plat.

23. **Roofing:** If a replacement of roof shall be required, it is necessary to conform the replacement roof as close to the same color as the original roof in order to match the roof of the adjacent home. Replacement roofing materials shall be 3 tab architectural grade shingles of like color to the original shingles; provided that if 3 tab architectural grade shingles are not commercially available, shingles of similar quality, components and color to the original shingles may be used instead.

24. **City Water System:** All lots shall be served by the water system of the City of Sheridan. No water wells shall be permitted so long as water service is being furnished by the City of Sheridan or its successor.

25. **Severability:** Should any part or parts of these Declarations be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining Declarations.

26. **Enforcement:** This Declaration and covenants, conditions and restrictions set forth herein may be enforced by the owner of any lot subject to this Declaration by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation of for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney fees and costs incurred by any lot owner in such proceedings. The failure to enforce or cause the abatement of any violation of this Declaration

and these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration.

GRIMSHAW INVESTMENTS, LLC,
A Wyoming Limited Liability Company

By: ST. GRIMSHAW

It's: MANAGER

STATE OF WYOMING }
 } S.S.
COUNTY OF SHERIDAN }

The above and foregoing instrument was acknowledged before me by Stephen Grimshaw,
Member of Grimsaw Investments; LLC, A Wyoming Limited Liability Company, on this 18th
day of October, 2006.
Witness my hand and official seal.

X Patrick Weber

Notary Public

My Commission Expires

