

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
BURTON FLATS TOWNHOMES**

**THIS DECLARATION** made on the date hereinafter set forth by Burton Flats LLC, a Wyoming limited liability company, hereinafter referred to as "DECLARANT".

**RECITALS**

A. Declarant is the owner of that real property (the "Property") described on Exhibit A of this Declaration, known as "Burton Flats Townhomes."

B. Declarant desires to implement cohesive plans for a highly desirable living environment. In view of Declarant's long-range plans, Declarant desires to impose these restrictions on the Property and yet retain reasonable flexibility to respond to changing circumstances so as to control and maintain the first-class quality and distinction of Burton Flats Townhomes.

C. Declarant seeks to establish that all future lot owners, property owners, transferees, mortgagees, beneficiaries, trustees, and other persons hereafter acquiring any interest of any type in the Property shall at all times enjoy the benefits of and shall hold their interest subject to the rights, easements, privileges, and restrictions hereafter set forth, all of which are designed to protect the value, desirability, and attractiveness of the Property.

D. Declarant is adopting this Declaration for the benefit of all OWNERS (as herein after defined) of Lots in Burton Flats Townhomes, such that Lots may be held, transferred and used only in a manner consistent with this Declaration, which shall run with the land and be binding on all parties having any right, title or interest in the Property, and their successors and assigns.

**ARTICLE I  
DEFINITIONS**

**SECTION 1:** "Burton Flats Townhomes" shall mean and refer to that certain real property hereinbefore described, in each addition thereto as may hereafter be brought within the jurisdiction of these covenants, conditions and restrictions.

**SECTION 2:** The term covenant as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this DECLARATION.

**SECTION 3:** DECLARANT shall mean and refer to the Burton Flats LLC, successors and assigns, if such successors and assigns should acquire more than one undeveloped lot for the DECLARANT'S for the purpose of development.

**SECTION 4:** "OWNER" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, including contract



sellers, but excluding those having such interest merely as security for the performance of obligation.

**SECTION 5:** "Lot" means any tract of land shown on the recorded plat of the Property as amended from time to time, which is designated as a Lot on the plat, and which is improved with a residential dwelling in conformity with these Covenants. Outlot A is designated as a common area for the benefit of the Owners and shall not be considered a Lot under this Declaration.

## **ARTICLE II**

### **BURTON FLATS TOWNHOMES OWNERS ASSOCIATION**

2.01 Creation. The Burton Flats Townhomes Owners Association (referred to as the "Association") has or will be created as an unincorporated, nonprofit association under the Wyoming Unincorporated Nonprofit Association Act, to exercise the powers granted, and to perform the functions imposed, by these covenants with regard to the lots.

2.02 Purposes and Powers. The general purposes of the Association are to:

- a. Enforce these covenants, as set forth herein and as may be amended;
- b. Govern, administer, and pay for the private maintenance and repair of Burton Flats Townhomes sanitary sewer system;
- c. Govern, administer, and pay for the private maintenance and repair of Burton Flats Townhomes lawn irrigation system and the maintenance of the lawns on the Lots and in the common area;
- d. Generally promote the health, safety, and welfare of the residents of the Lots. The Association shall also have the power to provide such additional services for the Lots as the OWNERS may from time to time approve.

For these purposes, the Association is hereby empowered to:

- a. Exercise all of the authority, powers, and privileges delegated to or vested in the Association by these covenants, by Wyoming Statutes, or as may be reasonably implied as being necessary and proper hereunder, and to perform all of the duties and obligations established by these covenants;
- b. Elect officers as provided in the Bylaws of the Association to carry out the administrative duties authorized by the Association's members from time to time;
- c. Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to these covenants, and to pay all expenses in connection therewith and all expenses incident to the conduct of the business of the Association; and

d. Employ such firms or persons to perform any or all of the duties and obligations of the Association.

2.03 Membership. Every person who is an OWNER of a Lot shall be a member of the Association, and such membership shall be appurtenant to and may not be separated from the ownership of the Lot. An OWNER shall become a member upon conveyance of record to such OWNER of a Lot and shall cease being a member upon a conveyance of record from the member of such Lot. No certificate or document, save and except a recorded conveyance to a Lot, shall be required to evidence such membership. All agreements and determinations properly made by the Association shall be deemed to be binding on all OWNERS, tenants, and occupants of Lots, their successors and assigns.

2.04 Member Rights. Each OWNER shall be entitled to one vote for each Lot owned, save and except that the voting rights of any OWNER who is more than 30 days past due on the payment of any assessment to the Association shall be automatically suspended until such assessment, together with interest, costs, and reasonable attorney's fees, is paid in full. The voting rights of any OWNER against whom an enforcement issue is being voted upon by the Association shall be suspended for the vote on that enforcement issue only. When more than one person holds an interest in any Lot, the vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast on behalf of one Lot.

2.05 Action. An action of the Association, or any approval required of the owners under these covenants, shall be as stated in the Bylaws of the Association.

2.06 Books and Records. Upon prior written request, the books, records, and papers of the Association shall be subject to inspection at a reasonable time and place by any OWNER and by a mortgagee holding a duly recorded mortgage against a Lot.

2.07 Principal Office. The Association shall designate a principal office from time to time.

2.08 Service. Until such time as 13 Lots have been sold, or until such time as it voluntarily surrenders control, Burton Flats LLC shall act and serve as "the Association," and thereafter the OWNERS of the lots shall then serve as "the Association."

### **ARTICLE III NATURE AND PURPOSE OF COVENANTS**

Burton Flats Townhomes as described above shall be made up of seventeen (17) Lots. The covenants set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the property to enhance the value, desirability and attractiveness of the lots for the benefit of all OWNERS and loss therein. These covenants are imposed upon DECLARANT, and upon the OWNERS of all lots, homeowners, or land owners association, or its equivalent. Said covenants are for the benefit of all Lots, and shall bind up the OWNERS of all such Lots. Such covenants shall be a burden upon and a benefit not only to the original OWNER



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of each Lot, but also his heirs, successors and assigns. All of the Property ,which includes all Lots in Burton Flats Townhomes, is subject to these Covenants.



## **ARTICLE IV USE AND OCCUPANCY CONTROL**

4.01 Residential Use. Each Lot may be used only for residential purposes. No dwelling other than one single-family dwelling is allowed on any Lot. Unless otherwise allowed by the Association, no commercial enterprise or other non-residential use may be conducted on any Lot, provided that this provision shall not preclude an OWNER from conducting business from within the OWNER's home electronically or by other means not involving external or visible activities or traffic. Notwithstanding the foregoing obligations, the owner of a Lot shall have the right to lease the Lot provided the lease is made subject to the covenants and restrictions contained in this Declaration and binds the tenant to the same plan of use herein and as restricted by the Association. OWNERS will make no cosmetic or structural changes to the improvements on the Lots that are not compatible with the general aesthetics of the development at Burton Flats Townhomes.

4.02 Destruction of Improvements. In the event any structure is destroyed either wholly or partially by fire or other casualty, such structure shall be promptly rebuilt or remodeled generally the same as before and as approved by the Association.

4.03 The Association, by and through its Board of Directors, shall have the authority to designate additional rules and regulations.

4.04 No Nuisance. No OWNER shall permit anything to be done or kept about or within their own Lot which will (i) obstruct or interfere with the rights of other OWNERS to the use and enjoyment of their Lot, (ii) be in violation of any law, or (iii) annoy other OWNERS by unreasonable noises or otherwise. Each OWNER shall comply with the requirements of governmental authorities having jurisdiction over the Property.

4.05 Signage. Subject to applicable law, no OWNER shall place any sign anywhere on the Property visible to others without the prior written approval of the Association's Board of Directors. However, "for sale" signs are permitted, but the size requirements shall be at the discretion of the Board of Directors.

4.06 Common Area. No Lot owner shall mount, place, install anything on, or otherwise cause to be modified, the common area without the prior written approval of the Board of the Association.

4.07. Seasonal Decorations. Seasonal decorations shall not be installed any earlier than one (1) month before the holiday and must be removed no later than one (1) month after the date of the holiday. No decorations which create a safety hazard will be permitted.

4.08. Garbage. All garbage must be placed in durable plastic bags and secured tightly. Large items of refuse, such as boxes and furniture, must be hauled away and not stored outside until discarded. No paints, liquids or combustible materials may be placed in the garbage receptacles. Each Lot will have its own garbage receptacle assigned from the City of Sheridan. The receptacles shall remain in the garage or allowed storage area, as determined by the Board of the Association, until the evening before the garbage collection day. The receptacles will be placed at the designated

area and shall be returned back to the garage or storage area within twenty-four (24) hours of being emptied.

4.09 Pets. No animals, including farm animals, birds and reptiles, of any kind may be kept, bred or maintained on any Lot, except a reasonable number of commonly accepted household pets such as dogs, cats, small caged animals, or birds, aquatic species in an aquarium, may be kept in a residence. In no event shall any domestic pet be allowed to run free away from its OWNER's Lot without a leash, or so as to create a nuisance, and must pick up after their pet in call cases. Lot owners shall at all times maintain their Lot in a clean and sanitary condition.

4.10 Vehicles; Storage. Trucks (larger than pickup trucks), buses, motor homes, camper vehicles (except camper shells mounted on pickup trucks), trailers, boats, motorcycles, snowmobiles, and other motorized equipment and vehicles, other than conventional automobiles, must be stored or parked within the garage. No non-functional or abandoned vehicle or equipment shall be permitted outside a garage on any Lot. Tools, lawnmowers, maintenance equipment, and similar items shall be stored inside buildings out of the view of other Lots.

4.11 Lighting. Exterior lighting is permitted within a Lot boundary, provided such lighting does not result in excessive glare toward other Lots. All exterior lighting must be low-level, subdued intensity.

4.12 Rental of Lots. An OWNER who leases his Lot to any person shall be responsible for assuring compliance by his lessee with all of the provisions of this Declaration, and shall be jointly and severally responsible for any violations by his lessee.

4.13 Safe Condition. Each OWNER shall maintain his Lot at all times in a safe, sound and sanitary condition and shall repair and correct any condition and refrain from any activity which might interfere with the reasonable enjoyment by other OWNERS of their Lots.

4.14 Parking. OWNERS will refrain from parking vehicles in any location other than in their garage. Guests and invitees of an OWNER may park temporarily in such OWNER's drive way. All other parking for OWNERS, their guests and invitees shall be restricted to street side parking on the public streets.

4.15 Garages. Except when entered and exiting the garages, garage doors must be kept closed. No exterior alterations may be made to garage doors. Car engines must not be left running in garages. Car washing, repairs, oil changes or maintenance of any motor vehicles is prohibited if completed outside of the garages.

4.16 Additional Rules and Regulations. OWNERS agree that the administration of the Property shall be in accordance with the provisions of this Declaration and the Association's authorized acts in its Bylaws that have been adopted and as may be hereafter amended to address any concerns or issues that arise after the date hereof. Each OWNER, tenant, or occupant of a Lot shall comply with and be bound by the provisions of this Declaration, the Bylaws, as may be amended, and by such additional decisions, rules and regulations of the Association or its representatives, as adopted from time to time by the Association. Failure to comply with any such provisions, decisions, rules,

or regulations, shall be grounds for action to recover sums due for common expenses, damages, costs for enforcement, including costs and attorney's fees, with or with the necessity of filing suit, or to seek injunctive relief.

## **ARTICLE V ASSESSMENTS AND LIENS**

5.01 Generally. The Association may fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to these covenants, except that no charges or assessments may be made against any lot owned by Burton Flats LLC. All Lots shall be equally assessed. The Association shall have the power to impose and enforce liens against each Lot for unpaid assessments. No owner of a Lot may exempt such owner from liability for contribution toward the common expenses by waiver of the use or enjoyment of any of the common area and facilities or by the abandonment of the Lot.

5.02 Personal Obligation of Assessments. Each OWNER of a Lot by acceptance of a deed for the Lot, is deemed to agree to pay to the Association the assessments authorized by this Declaration.

5.03 Interest. If any assessment remains unpaid thirty (30) days after the due date, the unpaid amount shall accrue interest at the rate of eighteen percent (18%) per annum.

5.04 Initial Assessments. The initial assessment to be imposed upon OWNERS will be for taxes, insurance, maintenance and repairs of common area and property. Assessments are not permanently set but the budget is anticipated to require a per-Lot assessment of approximately \$250.00 per month per Lot for the first year until actual costs are confirmed, or in such other amount as the Association deems necessary thereafter to pay common area charges, which will include but not be limited to: maintenance and care used by the Lots, respectively, and for all Lots for snow removal, insurance, real estate taxes, general maintenance/repairs/reserves, and the other costs. Payment of monthly assessments shall be paid in such increments (monthly, quarterly, semi-annually or annually) as the Association may, from time to time, determine appropriate and shall be automatically deposited into the Association's designated operating account. Except as otherwise provided, the monthly assessment to be imposed upon the OWNERS of each LOT shall commence after the first Lot has been sold.

5.05 Assessment Liens. All sums assessed by the Association but unpaid for the common expenses chargeable to any Lot shall constitute a lien on such Lot prior to all other liens except only: (i) tax liens on the Lot in favor of any assessing Lot and special district; and (ii) all sums unpaid on the first mortgage of record, to which this lien right is subordinated. Each lien may be enforced by appropriate judicial proceedings, and the amounts secured by the lien shall be the obligation of the Owner. The plaintiff in a foreclosure action shall be entitled to the appointment of a receiver to collect rent, if any. The Association shall have power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the Lot. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the unpaid expenses. The OWNER in arrears or named in such action



shall be liable for and pay all of the Association's attorney fees and costs, with or without the necessity of filing suit.

**5.06 Assessments; Liability of Mortgagee.** Where the mortgagee of a first mortgage of record or other purchaser of a Lot obtains a title to the Lot as a result of foreclosure of the first mortgage, such acquirer of title, and successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Lot that became due prior to the acquisition of the Lot by the acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from OWNERS of all of the Lots, including the acquirer, and successors and assigns.

**5.07 Assessments; Liability of Subsequent Grantee.** In any voluntary or involuntary conveyance of a Lot, not described in 5.04, above, the grantee or grantees of the Lot shall be jointly and severally liable for all unpaid assessments by the Association against the Lott for the Lot's share of the common expenses up to the time of the grant or conveyance. Any such grantee shall be entitled to a statement from the officers of the Association, setting forth the amount of the unpaid assessments against the Lot to the Association.

**5.08 Property Insurance.** The Association shall obtain and continue in effect insurance on all common area in forms and amounts as determined by the Association. Insurance premiums for any common area insurance coverage shall be a common expense to be paid by assessments levied by the Association.

## **ARTICLE VI GENERAL PROVISIONS**

**6.01 Covenants Run with Land.** These covenants run with the land and are binding upon all OWNERS, their heirs and assigns. The OWNERS agree to abide by these covenants.

**6.02 Amendment to the Covenants.** These covenants may be amended, altered or revoked by a vote of the Lot OWNERS upon the affirmative vote of seventy-five percent (75%) or more of the OWNERS.

**6.03 Enforcement.** The Association and/or individual OWNERS shall have the right to enforce, by any proceeding or law or equity, all covenants now or hereinafter imposed by the provisions of this Declaration. Failure to enforce any covenant contained shall in no event be deemed a waiver of the right to do so thereafter. Such failure shall not prevent the Association or individual OWNERS from enforcing any subsequent covenant violation.

**6.04 Attorney's Fees.** Any expense reasonably incurred in collecting and/or enforcing any of the above covenants, which shall include reasonable attorney's fees, incurred by the Association or an enforcing OWNER shall be paid by the OWNER against whom the covenants have been successfully enforced.

**6.05 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions, which shall remain in full force and effect.



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IN WITNESS WHEREOF, the undersigned being the DECLARANT herein, has hereunto set its hand and seal this 24<sup>th</sup> day of MARCH, 2022.

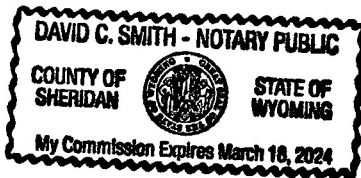
OWNER: BURTON FLATS LLC

Jim Bede, Managing Member and authorized signer

STATE OF WYOMING     )  
                                      )  
COUNTY OF SHERIDAN    )

Subscribed and sworn to before me by Jim Bede, Managing Member and authorized signer of Burton Flats LLC this 24<sup>th</sup> day of March, 2022.

Witness my hand and official seal.



NOTARY PUBLIC

My Commission Expires: 3/18/24

**EXHIBIT A**

Lots 1-17, Outlot A, and all other property in Burton Flats Phase II Subdivision, filed and recorded in the Office of the Clerk and Recorder for Sheridan County, Wyoming on March 9, 2022, in Plat B, Plat No. 76, Instrument No. 2022-776942).

**NO. 2022-777385 DECLARATION OF COVENANTS**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
LONABAUGH & RIGGS DRAWER 5059  
SHERIDAN WY 82801