

***DECLARATION OF COVENANTS FOR TOWNHOUSES IN THE  
ROUGEAU MINOR SUBDIVISION***

ATM Holdings, LLC, a Wyoming limited liability company, or its assigns (the “Declarant”), makes this Declaration of Covenants (herein the “Covenants”) affecting the four townhouses described below, as follows:

*WHEREAS*, Declarant vacated the Declaration of Condominium for the Illinois Street Condominiums and subdivided and platted the same as Lots 1 through 4 and Outlot 1 comprising the “Rougeau Minor Subdivision”, as set forth on that Plat recorded on October 7, 2021 as Plat No. R-47 (Doc #2021-773089), in the Sheridan County Clerk’s office, Sheridan County, Wyoming (the “Plat”).

*WHEREAS*, Declarant vacates the Declaration of Condominium as recorded in Book 480 at Page 521 on January 4, 2007, because the Property is converted from condominiums to platted lots and townhouses, and in lieu thereof records this Declaration for the benefit of the Rougeau Minor Subdivision as described on the Plat.

NOW THEREFORE, for good and valuable consideration, Declarant hereby places the following covenants, restrictions and rights:

1. **PROPERTY PROTECTED BY THESE COVENANTS.** These Covenants apply to Lots A, B, C and D and Outlot 1, as shown on the Plat of Rougeau Minor Subdivision, and the residential townhouse on each Lot [each referred to herein as the “Lots” or a “Townhouse”]. Each Townhouse shall be owned separately and in fee simple, and Outlot 1 is retained by Declarant for the uses described hereinafter. Each covenant herein shall apply to each such Townhouse, shall be binding upon and run with the land.
2. **RESIDENTIAL USE ONLY.** The Townhouses shall be used for residential dwelling purposes only, except a home office as is permitted by the Sheridan City Code in Townhouses.
3. **EXTERIOR REQUIREMENTS.** Any improvements erected on any Lot or Outlot, and any exterior modifications to existing improvements thereon, must meet the following requirements:
  - a. *Setbacks.* No improvement shall be constructed closer to any Lot line less than a distance of five (5) feet.
  - b. *Compatibility of Improvements.* To maintain a compatible appearance in the exteriors of all Townhouses, the exteriors shall be kept in compatible color, design and appearance as is the current construction of the Townhouses. No Owner shall alter or modify the outside of a dwelling without the prior written approval of the owners of not less than all of the Townhouses.
  - c. *Colors of Improvements.* All buildings and improvements will be painted, stained, sided and roofed in colors that are the same as the current Townhouses, unless agreed by prior written approval of the owners of not less than all of the Townhouses. The buildings are now constructed in compatible colors and the owns of each Townhouse shall ensure, as exterior maintenance and repair is performed, that the same compatibility in color shall at all times be preserved.
  - d. *Fences.* The rear yard of each Lot shall be kept fenced by the Owner thereof. No fence shall be built on the front yard of any Lot to maintain an open appearance.
  - e. *Antennae/Towers.* No other antennae, tower, dish or other such fixture shall be mounted on any Townhouse or anywhere on a Lot.

- f. *Lighting.* Only standard residential lighting shall be used to illuminate a Lot. All outside lighting shall be arranged, directed and/or shielded so as to prevent any such light shining onto or at the adjacent Lots and shall be dark-sky compliant.

4. **UTILITY AND ACCESS EASEMENTS;; PARTY WALLS.** All utilities and service lines installed on Lots shall be underground. Easements are hereby granted to and for the benefit of providing utility access to each Lot along East side of Lots A-D in that 6' strip of land part of Outlot 1, as illustrated on the Plat. The purpose of the easements is to provide each Townhouse with the benefit of allowing private access, utilities, drainage and irrigation along such routes as may be necessary for each Townhouse.

*Provided further,* each common/adjoining wall of each Townhouse shall be subject to a party wall agreement for the benefit of each adjoining owner to each common wall.

5. **Maintenance, Repair, GARBAGE/DEBRIS.** Owners shall at all times keep their Lot, Townhouse and all improvements on the Lot in good repair and neat and orderly. In no event shall an Owner allow any rubbish, debris, trash of any kind to be left or permitted to accumulate upon said Lot.

6. **PARKING OF VEHICLES AND EQUIPMENT.** All vehicles of the Owner and/or their guests shall be parked in the garage of the Townhouse, on the parking apron in front of the garage, or along public streets not immediately in front of another Lot. Vehicles which are not in running condition or are in a state of disrepair shall not be park on a Lot unless enclosed in the owner's garage. Trailers, campers, snow machines, four wheelers, boats, recreational vehicles and other like vehicles, machinery and equipment shall not be placed, stored or parked anywhere on a Lot for longer than 48 hours unless enclosed in the owner's garage. Townhouse owners shall not park, nor allow their guests and invitees to park, along the streets or parking lots for any consecutive period longer than twenty-four (24) hours.

7. **PETS.** Any pet(s) of Owners and their guests shall be kept reasonably restrained and under control on an owner's Lot, and the Owners shall at all times keep their pet(s) from creating any nuisance or disturbance, particularly a noise disturbance to other Townhouse owners.

8. **LEASING OF TOWNHOUSE.** An Owner may lease any Townhouse subject to the condition that any tenant must adhere to these Covenants and promote the quiet common enjoyment of residential environment of each Lot.

9. **NO HAZARDOUS, NOXIOUS, OR OFFENSIVE ACTIVITIES.** No hazardous, noxious, unreasonably loud or offensive activities shall be permitted on any Lot or in any Townhouse nor shall anything be done or placed which is or may become an unreasonable disturbance to owners of other Townhouses. The upmost care shall be given by all Owners and their guests to the peaceful enjoyment of all other Owners.

10. **LANDSCAPING; SNOW REMOVAL.** Landscaping and snow removal of each Lot shall be maintained by each Owner on the Owner's Lot, and the yard shall consistently be kept watered and well-maintained.

11. **ASSOCIATION, ASSESSMENTS AND INSURANCE.** Because there are only 4 Lots, there shall be no formalized separate homeowners' association but each owner of all Lots shall be benefitted and burdened by these covenants for their Lot and Townhouse. Should a common expense be necessary for the maintenance or repair of the Townhouses (e.g., roof replaced, exterior siding repair, or the like) the owners of all Lots shall pay an equal share of the expense incurred for the common aesthetic of the Townhouses.

Each owner shall fully insure their Townhouse and use any claim payments to fully repair any covered damages.

Further, any repair or maintenance cost which is necessary for the common expense of all four

exteriors that is not paid by an Owner within 30 days after the due date shall thereafter bear interest from the due date at the rate of 12 percent per annum, and the unpaid amount may be filed as a lien on the Lot until paid in full.

**13. General Terms.**

- a. **Variance.** The owners of the Lots have the sole authority, upon an affirmative vote of *at least* three of the four Lots, to grant a variance from these Covenants for good cause shown in order to prevent undue hardship on an owner subject to the Covenants. The variance, if granted, shall not violate the overall theme and appearance of the property subject to these Covenants and shall be in writing.
- b. **Enforceability.** These Covenants may be enforced by the record owner of any Townhouse. The party prevailing in any dispute shall be entitled to recovery of its attorneys fees and costs incurred in a successful enforcement of these Covenants.
- c. **Severability.** Invalidation of any one of these Covenants or restrictions by judgment or court order shall in no way wise affect any other provisions which shall remain in full force and effect.
- d. **Non-waiver.** Any failure to promptly enforce a violation of these Covenants shall not be deemed a waiver of the right to so enforce whatsoever.
- e. **Covenants run with the land; Repeal.** These Covenants shall run with the land and shall be binding upon all parties and shall be automatically extended for successive periods of ten (10) years unless an instrument signed by Declarant and *at least* ninety percent (90%) of Townhouses repeals these Covenants.
- f. **Amendment.** Except as expressly otherwise provided hereafter, these Covenants may be amended only upon an affirmative vote of Declarant together with at least 2 of the 4 Townhouses eligible to vote, which said amendment shall be filed in the Office of the County Clerk of Sheridan County, Wyoming.

Executed by the Declarant this \_\_\_\_ day of \_\_\_\_\_, 2023.

**ATM Holdings, LLC**

\_\_\_\_\_  
By its sole Member

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF SHERIDAN        )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, the foregoing Declaration was acknowledged before me by Gina Rougeau, Trustee, as sole member of ATM Holdings, LLC, who appeared before me and was personally known to me.

\_\_\_\_\_  
Notary Public

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