

## **COVENANTS FOR TSJ2 MINOR SUBDIVISION**

Restoration Ranch, LLC, a Wyoming limited liability company (herein referred to as the "Declarant") hereby declares that all of the lands now known as TJS2 a Minor Subdivision (herein the "Subdivision") and more particularly described as: Lots 1, 2, 3 and 4 of *TJS 2 Minor Subdivision* in the City of Sheridan, a subdivision in Sheridan County, Wyoming, as shown on the Plat recorded on October 14, 2021, as Instrument No. 2021-772370, in Book T of Plats, Page 39 (the "Plat"), shall be subjected to the express covenants, conditions, restrictions and easements (herein the "Covenants"), as set forth hereinafter:

**1. Subdivision/Lots Defined.** These Covenants shall apply to all the land located in the Subdivision. The parcels of the Subdivision expressly subject to these Covenants are Lots numbered 1 through 4, as described on the Plat (referred to herein as "Lot" or "Lots"), upon each Lot a townhouse unit has been constructed, and Outlot A, as described on the Plat ("Outlot A"). The record owner of each Lot, whether one or more individuals or entities, shall be referred to herein as the "Owner".

**2. Declarant's Intent/General Purpose of Covenants.** Declarant makes these Covenants for the purposes of: keeping the Subdivision desirable, attractive, beneficial, valuable and suitable in architectural design, materials and appearance for residential townhouses; and for the mutual benefit and general protection of each Lot and the Owners. These Covenants, and matters relating to the Subdivision, shall be controlled, maintained and enforced by an Architectural Control Committee, which is described in more detail below and shall consist of members who shall be charged primarily with the approval of all matters relating to the exterior of Subdivision.

**3. Use Of Lots and Outlot A; No Further Subdivision.** No Lot may be used for anything but residential or a home business permitted by the City of Sheridan regulations, from time to time.

Outlot A shall be common area space in which each Lot owner shall have an equal interest for the use of vehicle parking. The parking spaces on Outlot A shall provide parking for one vehicle per Lot, and from North to South, parking space 1 will be allocated to Lot 1, parking space 2 will be allocated to Lot 2, parking space 3 will be allocated to Lot 3, and parking space 4 will be allocated to Lot 4, each for the benefit of each Lot. Further, the east side of Lot 4 may be used by the owner of Lot 4 for parking of one additional vehicle.

No Lot may be further divided or re-subdivided.

**4. Easements.** Easements shown on the Plat are confirmed to be for the benefit of each Lot, as necessary for the maintenance, repair and replacement of utilities therein. Each Lot shall have the benefit and burden of an easement across those areas described and shown on the Plat for: access as necessary to obtain ingress/egress to and from the Lot; and utility easements for the construction, maintenance, operation, replacement, enlargement and repair of underground utilities including electrical, gas, telephone, cable, water, irrigation, storm, drainage, sewer, and similar utility lines, pipes, wire ditches and conduits. These easements are granted and reserved for the benefit of each Lot within the Subdivision and for Declarant and their successors and assigns.

**5. Architectural Control Committee.** The Architectural Control Committee ("ACC") shall be formed as a statutory unincorporated association, shall be the governing body of these Covenants and shall consist of the Declarant and the Owners of each Lot, one member for each of the four Lots plus Declarant shall have 5 votes per Lot owned for so long as it owns any Lot. When Declarant no longer owns an interest in any Lot in the Subdivision, then the four (4) Lots shall nominate one Owner from each Lot to serve on the ACC thereafter. Any decisions made by the ACC shall be by majority vote (i.e., 3 votes out of 4). If there is a tie-vote/deadlock on a decision, the Owners shall designate a mediator who shall cast the 5<sup>th</sup> and deciding vote on that decision. Any cost of the mediator shall be borne by the Owners, in

equal shares. For the first five (5) years after this Declaration is recorded, the mediator shall be a representative of Declarant.

The ACC shall have the sole right to govern, control and enforce the architectural review and building requirements for all construction, maintenance and remodels on a Lot and any other improvements to a Lot and for the enforcement of these Covenants in general. The ACC shall further be responsible for the approval/denial of any variance to the Covenants and all other rights otherwise described herein.

**6. Exterior Construction Approval.** Any alteration, improvement or addition on a Lot that affects the exterior aesthetics of the Subdivision shall require ACC approval. No such work on any townhouse/Lot shall be constructed, erected, placed or maintained on any Lot, until the plans and specifications have been submitted to, and approved by, the ACC. The plans and specifications to be submitted to the ACC shall include, but not be limited to: all exterior elevations; plot and grading plans; the exterior materials and color schemes (which shall match the existing exterior colors of the building) and location; and such other information that may be necessary so that the ACC has sufficient information to evaluate if the proposal meets the requirements set forth herein.

Upon receipt of such plans, the ACC shall meet for the purpose of reviewing the plans and samples submitted as soon as possible, but in no event shall such meeting occur later than twenty (20) calendar days from the receipt date of the plans and samples by the ACC.

**7. Compatibility of Exterior.** All improvements commenced on a Lot shall be completed in a manner, and in color/materials, that are compatible with the existing improvements on all other Lots.

**8. Parking.** The concrete Outlot A serves as parking for Lots 1-4 and shall be regularly maintained and repaired by the ACC, and the costs of maintenance and repair shall be paid one-fourth (1/4<sup>th</sup>) by each owner of Lots 1, 2, 3 and 4, equally. This maintenance obligation does not include the plowing of snow, which shall be done by each Owner for their own respective Lot, sidewalk and their designated parking space.

**9. Fences.** Privacy Fences, walls or similar types of barriers and screens must be constructed, erected and maintained on all Lots in a material, configuration and location approved by the ACC to be an integral or decorative part of a building yard on every Lot.

**10. Signs.** No signs, billboards or other advertising structures of any kind shall be erected, constructed or maintained outside of the unit on any Lot for any purpose unless such signage are approved by the ACC.

**11. Antennas.** Devices for transmitting or receiving radio, television or other electronic signals shall not be permitted on any Lot, or improvement thereon, unless located in the rear of the roof ridge line and/or gable of the main structure and shall not extend above the highest point of such structure so as not to be visible from any Lot.

**12. Exterior Lighting.** Only standard lighting shall be used to illuminate a Lot. All outside lighting shall be arranged, directed and/or shielded so as to prevent such lighting from shining into townhouse units on the adjacent Lots.

**13. Water and sewer.** Each structure designed for the occupancy or use by human beings shall connect to a domestic water source and sewage disposal system approved by the City of Sheridan.

**14. Trash.** Each Owner shall use City-provided trash receptacles for the temporary storage and collection of refuse by the City collection system, and all such receptacles shall be screened from the public view and protected from disturbance. Upon the Owners' approval, the receptacles may be placed

on the north side of the parking pad west of the building, if an enclosure is constructed for all owner's use in a manner approved by the ACC.

**15. Animals.** Other than a reasonable number of domestic pets, no animals shall be kept, raised or bred in the Subdivision. All animals shall be kept by their Owners on their respective Lot(s) and not cause a nuisance to neighbors.

**16. Nuisance.** No noxious, dangerous or offensive activity shall be carried on within the Subdivision, nor shall anything be done or permitted which shall constitute a public nuisance thereon.

**17. Drainage.** No owner shall alter, or allow to be altered, the topographic conditions of any Lot in any way which would permit unusual additional quantities of water drainage, from any source, to flow from the Lot onto any other Lot, easement or public right-of-way other than what would have ordinarily so flowed had the Lot been left in its original unaltered state prior to the development of the Lot.

**19. Landscaping.** All surface areas disturbed by construction shall be promptly repaired. Each owner shall be required keep their Lot in a clean, orderly and well-manicured condition up to the street curbing of the Lot. In the event any Lot is not kept free from weeds, underbrush and other than in a clean, well-manicured condition, then the ACC may enter upon the Lot and clean and/or manicure the same and any expenses thereof shall be charged and paid by the Owner of the Lot. Such entry shall not be a trespass. In the event of such entry, Architectural Control Committee shall have a lien in its favor upon the Lot and against the Owner for the full amount chargeable to the Lot for such removal and manicure, and such amount shall be due and payable in full by the Owner within thirty (30) days after the invoice for such services is mailed to the Owner at his last known address.

**20. Lot and Building Maintenance/Repairs.** Each Lot, and the townhouse unit and all improvements thereon, shall be kept, maintained and repaired by the Owner at the Owner's expense, in a sanitary, healthful, safe and attractive well-kept condition at all times, which includes all exterior materials, siding and roofing affixed to each unit, at Owner's expense.

No material or equipment (except for normal equipment and material incidental to Lot owner's business/trade) shall be kept on any portion of a Lot. The accumulation of garbage, trash, rubbish or debris of any kind shall not be permitted. All equipment, material piles, storage piles and trash containers shall be screened so as to not be visible from any public street. Each Lot shall keep the improvements constructed thereon in good condition and repair, free from unsightly defects or otherwise in a state of disrepair.

If an Owner defaults on its obligations under this paragraph and fails to remedy the default after ten (10) days notice of the same, then the ACC may enter upon the Lot to cure the default any expenses thereof shall be charged and paid by the Owner of the Lot. Such entry shall not be a trespass. In the event of such entry, the ACC shall have a lien in favor of the paying party upon the Lot and against the Owner for the full amount chargeable to the Lot for such removal and manicure, and such amount shall be due and payable in full by the Owner within thirty (30) days after the invoice for such services is mailed to the Owner at his last known address. If not so paid, it shall be deemed a lien on the Lot and may be foreclosed, as set forth below.

**21. Storage of Vehicles/Equipment.** No automobiles, boats, trailers, campers, motorcycles, buses, trucks, tractors, recreational vehicles, inoperative vehicles, equipment and machinery of any kind, camp rigs, trucks, rigging, or any other item deemed a visual nuisance by the ACC, shall be stored permanently or semi-permanently on any Lot. The owner of Lot 4 is permitted to park one operational, daily-driver vehicle on the East side of Lot 4. The only other parking shall be on the public street.

**23. Assessments/Payment/Liens.**

- a. Authority. The ACC shall have the authority and power to assess dues against each Lot in equal shares for expenses incurred by the ACC for common expenses authorized herein.
- b. Creation of Lien & Personal Obligation. Each owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay all assessments that may be declared and levied by vote of the ACC, as well as any charges, costs and fees that may become an obligation of an Owner for Owner's failure to comply with the terms of these Covenants, as set forth above. Any assessment shall be payable by each Owner not earlier than 30 days prior to the notice of such assessment being delivered to the Owners. It is agreed that any nonpayment of such amounts shall result in a lien against the non-paying Owner and a lien against the Lot owned by him in the Subdivision. Any (i) such assessment not paid within thirty (30) days after the due date thereof, and (ii) any charge, costs and fees which become an obligation of an Owner for the Owner's failure to comply with the terms of these Covenants, as set forth above, shall thereafter bear interest from the due date at the rate of twelve percent (12%) per annum. Upon the failure of a Lot owner to pay the amount due under (i) or (ii), The ACC will provide written notice to the violating Lot Owner by certified mail and such delivery will be effective on the date such notice is mailed. The violating Lot Owner shall have thirty days from the date of notice to pay, in full, the amount owed, together with the accrued interest thereon. If payment is not received by The ACC within said thirty days, The ACC may bring action at law or equity against the Owner obligated to pay the same, and/or may foreclose the lien against the Lot which is created herein by such nonpayment. The lien created herein may be foreclosed in the manner provided for foreclosure or real estate mortgages in the State of Wyoming and may be Declarant's discretion, accomplished by advertisement and sale. In the event of such collection and/or foreclosure, the nonpaying Lot Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing party in such collection. No Owner may waive or otherwise escape liability for the amount due herein by non-use of the Lot.
- c. Subordination of Lien to Mortgage. The lien in the amount of the unpaid assessment, charge, costs and fees due and created herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect or release the lien created herein for such nonpayment against the Owner or Lot. However, the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage shall extinguish the lien created herein against the Lot as to payments which became due prior to such sale or transfer; except, such foreclosure shall not relieve the Owner from personal liability for payment of the lien amount.

**24. Variance.** The ACC shall have the sole power and authority to grant a variance to a Lot from these Covenants for good cause shown in order to prevent undue hardship on an Owner. The variance, if granted, shall not violate the overall theme, intent and appearance of these Covenants and the Subdivision. Any such variance granted must be specific and be in writing, and any variance shall be granted, if at all, on a case-by-case basis. The grant of any variance by the ACC shall not act as a waiver for the ability to otherwise enforce any provision of these Covenants.

**25. Enforceability.** If any person/entity shall violate or threaten to violate any of these Covenants, then these Covenants may be enforced by the ACC or by any Owner; provided however, these covenants shall not run to the benefit of any other third party. If the ACC or Owner is required to take action to enforce these Covenants, they shall be entitled to the recovery of all reasonable attorney's fees and costs incurred with their enforcement hereof, whether such enforcement require litigation or not, and such damages (actual and punitive) as may be determined for such violation.

**26. Severability.** Invalidation of any one of the provisions set forth in these Covenants, by judgment or court order, shall in no way affect any other provisions herein which shall remain in full force and effect.



27. **Non-Waiver.** Any failure or delay to promptly enforce a violation of these Covenants shall not be deemed a waiver of the right to so enforce whatsoever.

28. **Amendment to Covenants.** The covenants, conditions, restrictions, and other agreements made herein shall not be waived, abandoned, terminated, amended, altered or revoked except by the written approval of: (a) Declarant for so long as it owns any lot in the Subdivision, and (b) at least three-fourths (3/4ths) of the Lots in the Subdivision voting for such.

30. **Effect and Duration of Covenants.** These Covenants shall be for the benefit of and binding upon each Lot in the Subdivision and upon each Owner of each Lot, his successors, heirs and assigns and shall run with the land. These Covenants shall remain in full force and effect for thirty (30) years from the date this instrument is executed, at which time these Covenants shall be automatically extended for five successive terms of ten years each thereafter, unless otherwise properly amended, altered or revoked as provided herein.

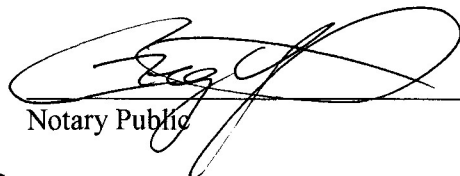
Made effective the 29<sup>th</sup> day of November, 2021.

  
Heather Berry, Member

STATE OF WYOMING       )  
                                      )ss.  
COUNTY OF SHERIDAN    )

This instrument was acknowledged before me on the 29<sup>th</sup> day of November, 2021, by Heather Berry, sole Member of Restoration Ranch, LLC.

WITNESS my hand and official seal

  
Notary Public

My commission expires: \_\_\_\_\_

