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RECORDED NOVEMBER 1, 1979 BK 244 PG 64 NO. 777783 MARGARET LEWIS, COUNTY CLERK

# DECLARATION OF PROTECTIVE COVENANTS FOR LINDA VISTA TOWNHOUSES AT LOTS 1 AND 2 OF BLOCK 1 OF CRANDAL ADDITION TO THE TOWN NOW CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING

THIS Declaration is made by Northern Wyoming Construction, a Wyoming Corporation with its principal offices at Sheridan, Wyoming, hereinafter referred to as Declarant.

WHEREAS the Declarant is owner of Lots 1 and 2 of Block 1 of Crandal Addition to the Town now City of Sheridan, Sheridan County, Wyoming; and,

WHEREAS Lots 1 and 2 of Block 1 of the said Crandal Addition include a portion of land designated as Area A, said description set forth in Exhibit "A" attached hereto, which is a common area which is to be used to provide a vehicle driveway and grassy area for the owners, and,

WHEREAS Declarant will construct townhouses on the said Lots and ,

WHEREAS Declarant intends to sell, lease or rent said Lots or portions thereof with the townhouses thereon, together with a one-seventh (1/7) common interest in Area A; and

WHEREAS it appears mutually beneficial to all owners to form an association of owners, to be known as the Linda Vista Townhouses Association, and to denominate the said townhouses and Area A as Linda Vista Townhouses, and to adopt and set forth certain express conditions, provisions, reservations, restrictions, servitudes, and covenants, hereafter collectively referred to as Covenants, all for the benefit of the said owners.

NOW therefore, the above described property and Area A, Linda Vista Townhouses shall be held, transferred, sold, conveyed, contracted to be conveyed, leased or rented by Declarant or subsequent owners subject to the covenants and restrictions now of record and to those Covenants herein set out. These Covenants shall be binding on all owners of land at Linda Vista Townhouses and their successors in interest, regardless of how that interest is acquired, including, among others, interests acquired by adverse possession, lease, and

purchase at mortgage foreclosure sale, or other sale, conveyance or transfer. These covenants are imposed pursuant to a general plan for the improvement and benefit of Linda Vista Townhouses. Each and every land owner at Linda Vista Townhouses shall have the right to enforce the covenants set out herein.

## C O V E N A N T S

### A. CONSIDERATION

I.

In recognition of the need to provide Area A, a common driveway and grass area, solely for the benefit of owners of individual Lots and the need to provide for the regular management, maintenance and improvement of said driveway, and grass area, and in consideration of such needs, Declarant hereby agrees to provide by conveyance to owners of each individual lot an undivided one-seventh (1/7) portion of Area A, for the purposes of assuring landscape appearance, vehicle driveway, and ingress to and egress from the adjoining parts of said individual lots; collectively, said one-seventh (1/7) interests are to be held as tenants in common and to attach each to each individual Lot owner and run therewith, however, individual one-seventh (1/7) interests may be held other than by a tenancy in common, as the owners of such interest may prefer.

2.

FURTHER, DECLARANT recognizes the need to provide Covenants for mutual benefit of lot owners, and in consideration of such need said Covenants are set out herein.

### B. BINDING NATURE

1.

The covenants shall govern use of the property at Linda Vista Townhouses and shall be binding on DECLARANT and all owners, and their successors in interest, regardless of how that interest is acquired, including among others, sale, conveyance, transfer, 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 Linda Vista Townhouses. Each and every owner of the said lots shall have the right to enforce the following Covenants.

2.

All Covenants stated or contained herein shall be construed in compliance with Covenants governing the said Block 1 of Crandal Addition if applicable.

C. OBLIGATIONS AND DUTIES OF OWNERS AND TENANTS

1.

The exterior appearance of all property at Linda Vista Townhouses shall be kept uniform. No owner or tenant, original or subsequent, shall alter the exterior appearance of said Townhouses or property without prior written consent from the board of directors.

2.

No occupant or owner at Linda Vista Townhouses 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 Townhouses/or property.

4.

Tenants or owners are prohibited from keeping livestock, or poultry, or similar species on the premises of any Townhouse or property.

5.

Owners and tenants in each Townhouse are restricted to garage or individual driveway parking of two (2) licensed operable vehicles. No type of vehicle may be parked or placed otherwise on the property, nor may any vehicle be parked on any portion of Area A.

6.

Owners and tenants shall make use solely of the specific garbage receptacles as provided at Linda Vista Townhouses and shall not locate individual garbage cans or receptacles on or

about the exterior of the property or on Area A. Garbage cans, milk bottles, brooms, mops, and similar articles must be kept inside and out of view. Fences, trees or hedges may not be used as recepticles 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 owners are obligated to pay assessments imposed by the Association to meet all costs of the management, maintenance and improvement and other necessary expenses of the Association or those common to Linda Vista Townhouses as determined by the Association. Each individual owner shall be assessed one-seventh (1/7) of the total Association assessments unless otherwise agreed by the Association. 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 twelve (12%) percent per annum until paid.

9.

Each individual owner 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 lot and townhouse for unpaid assessments, and interest on unpaid assessments at the rate of Twelve (12%) 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 property.

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 fee, as well as damages as specified below.

11.

Any transfer or conveyance of Lots by the owners thereof shall include transfer of the one-seventh (1/7) interest in Area A which attaches to and runs with each individual lot, and ownership of the one-seventh (1/7) interest in Area A shall only be by the respective owners of Lots.

D. PARTY WALLS

1.

Each wall which is built as a part of the original construction of the townhouses 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.

3.

If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4.

Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against those elements to the other owners.

5.

The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall

pass to such owner's successors in title.

6.

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

E. 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 three-fourths (3/4) of the lots.

F. 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 lots 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 five (5) individual lots, is recorded in the office of the County Clerk of Sheridan County, agreeing to repeal these declarations and Covenants.

G. 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.

H. ENFORCEMENT

1.

If any owner or tenant of land at Linda Vista Townhouses violates or attempts to violate any of these Covenants while the Covenants are in effect, any owner of any individual lot may bring

a suit against the owner of the lot whereon the violation occurs or is attempted, in order to prevent that violation or attempted violation, 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 liquidated damages to accrue ten (10) days from the date notice of violation is first served on the lot owner where the violation or attempted violation occurs.

## I. ASSOCIATION

### 1. FORMATION

DECLARANT hereby forms the LINDA VISTA TOWNHOUSE ASSOCIATION to be governed by the following rules and procedures. Said Association to be composed of all lot owners at Linda Vista Townhouses.

### 2. VOTING

Seven votes constitutes the total vote of the Association. The owners of record of each individual lot shall have a single combined vote in Association affairs for each lot owned. A "majority of owners" are those owners holding four (4) 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 AND FUNCTION

The Association has the responsibility of managing, maintaining and improving Linda Vista Townhouses; approving an annual budget therefore; 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 January 2, 1980. Thereafter, annual meetings shall be held on January 4, of each succeeding year. At such annual meetings

a Board of Directors shall be elected, by majority vote for each director. Owners may transact such other business of the Association as may properly come before them at the annual meeting. A special meeting of the Association may be called by the President as directed by resolution of the Board of Directors or on a petition signed by the majority of the owners and presented to the secretary for call. Business transacted at a special meeting shall be as stated in the Notice, unless varied by consent of three-fourths (3/4) of the votes present.

Meetings of the Association shall be held at the City Hall, Sheridan, Wyoming, or such other suitable place convenient to the owners as may be designated by the Board of Directors.

5. NOTICE

It shall be the duty of the secretary of the Association to mail Notice of each annual or special Association 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 on each owner.

6. LACK OF QUORUM

If at any meeting of owners a quorum is not attended, the owners present shall adjourn the meeting to a time not less than forty-eight (48) hours from the time the initial meeting was called. Thereafter, following service of notice of late meeting, a majority of owners present at the late meeting may transact all Association business for which that meeting was first called.

7. 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 three (3) Directors each of whom must be a lot 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 for authorized work, recommend assessments at annual or special meetings, collect assissments, 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 as interim Director, within ten (10) days after the directorship becomes vacant, by a vote of the majority of the remaining directors. Each person elected as interim Director shall have full authority as 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. 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. At least two such meetings shall be held each year. Notice of the Board of Directors meetings 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 said notices shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors must be called by the President in like manner and on

like notice on the written request of at least two (2) 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 shall adjourn the meeting to later time. At any later meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

10. OFFICERS

The officer and directors of the Association shall be a President, a Vice President, and a Secretary-Treasurer, all of whom shall be individual lot owners elected annually by the Association at the annual meeting, for a term of one year. On an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed for cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Association 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 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 and perform the President's duties whenever he shall be absent or unable to act. 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 Secretary-Treasurer shall keep the minutes of all meetings of the Board of Directors, and minutes of all meetings of the 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 lot owners in writing personally, or by mail, or by telephone of the amount of the assessments and the terms of payment.

IN WITNESS WHEREOF THE DECLARANT has executed this Declaration of Protective Covenants for the LINDA VISTA TOWNHOUSES and has caused these Presents to be signed by its President and Secretary and its corporate seal to affixed, this 15th day of October, 1979.

Signed, Sealed and Delivered in the presence of:

Attest Seal:

Northern Wyo Const
Northern Wyoming Construction

By: Roger B. Crokin
Roger B. Crokin

Its President

Kent W. Richmond
Kent W. Richmond Secretary

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STATE OF WYOMING )
) SS
COUNTY OF SHERIDAN )

On this 15th day of October, 1979, before mer personally appeared Roger B. Crokin and Kent W. Richmond, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively of Northern Wyoming Construction, a corporation under Wyoming Law and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Roger B. Crokin and Kent W. Richmond acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 15th day of October, 1979.

Notary Public

My Commission Expires: Sept 4 1983

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LOT A

A tract of ground located in and being a portion of the Crandal Addition to the town, now City of Sheridan, Sheridan County, Wyoming, More particularly described by metes and bounds as follows: beginning at a point which lies N 01°42'32" W, 65.5 feet from the NE corner of the intersection of 5th Street and Exeter Avenue.

thence N 01°42'32"W, a distance of 63.42 feet along the Easterly Right-of-Way of Exeter Avenue to its intersection with the Southerly line of an alley-way,tthence N 89°32'52"E, a distance of 73.38 feet along said Southerly line of the alley, thence S 01°36'39" E, 64.00 feet, thence West, a distance of 73.29 feet to the point of beginning.