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FEES: \$75.00 DO DECLARATION OF COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

DECLARATION OF SUPPLEMENTAL COVENANTS FOR BRUNDAGE SQUARE

Precision Development Group, LLC, a Wyoming limited liability company ("Declarant"), makes this Declaration of Supplemental Covenants (herein the "Covenants") affecting the Residences described below in Whitney Plaza Planned Unit Development, Sheridan, Wyoming (the "PUD"), as follows:

Recitals of Intent:

Whitney Plaza PUD was designed and developed as a mixed-use development, and the PUD is governed by the primary covenants recorded on October 18, 2007, in Book 490 at Page 247 in the Sheridan County Clerk's records, Sheridan, County, Wyoming (herein the "PUD Covenants"). A portion of the designated residential areas in the PUD include lots in Block 2, which Declarant is developing as a downtown residential project known as "Brundage Square".

Brundage Square is designed to be a cohesive collection of townhouses, condominiums, a central corridor with a pedestrian walkway, greenspace and gathering areas intended to create a unique downtown living experience and to provide its owners an opportunity reside in Downtown Sheridan with the ability to lock-and-leave if/as desired.

The PUD Covenants were adopted at the initial creation of the PUD for the general construction rules and use regulations for all phases of the PUD, and these Covenants are a supplement for only the six residences in Brundage Square and any other future residences that may be constructed in the PUD and that may join in the residential homeowners' association by mutual agreement.

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

1. **PROPERTY PROTECTED BY THESE COVENANTS.** These Covenants are initially recorded to affect the six (6) newly-constructed townhouses and the lots upon which they have been constructed: **Lots 23A, 23B, 24A, 24B, 25A, 25B, 26A and 26B, of the Replat of Lots 23-29, Block 2, Whitney Plaza Subdivision, City of Sheridan, Sheridan County, Wyoming as recorded on March 10, 2021, in Book W of Plats, on Page 81,** (referred to herein sometimes as the "Townhouses" or "Lots" and/or "Residences").

It is Declarant's intent to add the following properties to these Covenants, by a subsequent recordation and after this recorded instrument affecting the initial Townhouses, as follows: (a) *Phase 2*. Declarant plans to construct separate residential units on Lots 15-21 of Block 2, and these additional residential units, if constructed, shall become subject to these Covenants (herein the "Phase 2"), and (b) *Additional Residences*. Any other residences constructed within the PUD which, by mutual written agreement of the Association and the residence owner(s), may be added to the benefits and burdens of these Covenants agreement hereafter.

Each of the Townhouses (and each of the other residential units if/when added hereafter) are sometimes collectively referred to herein as the "Lots" or a "Residence".

Each Residence shall be owned separately and in fee simple, and only the common areas defined herein shall be used in common with other owners. Each covenant herein shall apply to each such Residence, shall be binding upon and run with the land.



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2. **WHITNEY PLAZA PUD MASTER COVENANTS.** The Residences are subject to the PUD Covenants, which are supplemented herein for the residential project referred to herein as Brundage Square.

3. **RESIDENTIAL USE ONLY.** The Residences which are part of Brundage Square shall be used for residential dwelling purposes only, except a home office as is permitted by the Sheridan City Code in residences. The density and use occurring within Brundage Square shall be only in the form of townhouses, condominiums and homes.

4. **EXTERIOR BUILDING REQUIREMENTS.** Any improvements constructed on any Lot in Brundage Square, and any exterior modifications to existing improvements thereon, must be approved by the Committee, defined below, prior to commencement, including but not limited to:

- a. *Setbacks.* No improvement shall be constructed closer to any Lot line less than a distance of five (5) feet without approval of the Committee (i.e., the Architectural Control Committee of the Brundage Square Homeowners' Association, as defined hereinafter).
- b. *Compatibility of Improvements.* To maintain a compatible appearance in the exteriors of all dwellings or structures within Brundage Square, the exteriors shall be kept in compatible color, design and appearance as is the initial construction of the six Townhouses. No Owner shall alter or modify the outside of a dwelling without the prior written approval of the Committee, in the Committee's reasonable discretion.
- c. *Colors of Improvements.* All buildings and improvements will be painted, stained, sided and roofed in colors specifically approved by the Committee only. The buildings are initial constructed in compatible colors and the Committee shall ensure, as exterior maintenance is performed, that the same compatibility in color shall at all times be preserved.
- d. *Fences.* No fence shall be built on any Lot except approved by the Committee.
- e. *Antennae/Towers.* No other antennae, tower, dish or other such fixture shall be mounted on any residence or anywhere on a Lot, unless installed in a discreet location and manner and is approved by the Committee.
- 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; PLAZA LANE COMMON SPACE; PARTY WALLS.** All utilities and service lines installed on Lots shall be underground. Easements are hereby granted to and for the benefit of each Owner and/or the Association or Declarant in providing access and utilities to each Lot along those routes shown on the above-described Plat and along the common sidewalks and constructed passage ways lying between each townhouse and the north, west and east lot boundary lines of each Lot, approximately 5' more or less. The purpose of the easements is to provide each Residence with the benefit of allowing private access to/from each Residence, public utilities service, and drainage and irrigation along such areas between a Lot boundary line and the exterior wall of each Residence, as may be reasonably necessary for the benefit of each Residence.

Provided Further, Declarant shall develop "Plaza Lane", as shown on the Plat, as a pedestrian walkway, path and greenspace that shall be for the benefit of each Lot along Plaza Lane, which is not a



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public way but may also be accessed by only owners in the PUD, and their guests and invitees.

Provided further, each common wall of each Townhouse and Condo is subject to a party wall easement for the shared benefit, support and use of each adjoining owner to each common wall.

5. **Maintenance, Repair, GARBAGE/DEBRIS.** Owners shall at all times keep their Lot, residence 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 residence, on the parking apron in front of the garage, in the designated parking lot areas in the PUD or along public streets outside the PUD. 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. Residence 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 Residence owners within Brundage Square.

8. **Leasing of Residence.** An Owner may lease any Residence in Brundage Square subject to the strict condition that any tenant must adhere to these Covenants and promote the quiet enjoyment of residential environment in Brundage Square.

However, the leasing of the Townhouses is subject to the following express restrictions and limitations: (a) the Owner shall ensure that any tenants comply with these Covenants and any rules and regulations adopted by the ASSOCIATION hereafter; (b) the Owner shall ensure that any tenants cause no noise nuisance or use nuisance to any other owners in Brundage Square; and (c) "short-term rentals" to persons who are not related or personally known by the Owner that would allow a tenant to occupy the residence for a period of less than thirty (30) days are prohibited as an effort to ensure Brundage Square feels like a primary residence community and not like transient lodging with many frequently-revolving guests. The Association reserves the right to expressly enforce this rental covenant against any Owner who disregards the requirement that Brundage Square retain its primary residence feel and may require additional methods to ensure the primary residence feeling of the community is protected.

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

10. **LANDSCAPING AND SNOW REMOVAL.** Landscaping of each Lot is required and the

landscaping plan, and any revisions to it, for each Lot shall be approved by the Committee. All planted landscaping shall be watered and maintained by the Brundage Square Homeowners' Association (the "Association", defined below) as part of the dues paid by Owners.

Further, the Association will provide snow removal of the common pathways on the common pathway north of the Townhouses within the old Plaza Lane route and the driveway aprons to the south of each Townhouse's garage doors. The Association will work with the Whitney Plaza PUD Owners association for the snow removal from all areas within the PUD common areas. Each Residence shall keep its own patios and sidewalks on their respective Lot free from the accumulation of snow, at the Owner's expense.

11. BRUNDAGE SQUARE HOMEOWNERS' ASSOCIATION AND ARCHITECTURAL CONTROL COMMITTEE.

a. HOMEOWNERS' ASSOCIATION.

- i. Creation. Brundage Square Homeowners' Association (herein referred to as the "Association") is created as a non-profit corporation under the Wyoming Nonprofit Corporation Act, Wyoming Statutes, to exercise the powers granted, and to perform the functions imposed, by these Covenants with regard to the Residences.
- ii. Members. The owner(s) of each Lot/Residence in Brundage Square and subject to these covenants shall be Members of the Association and each Residence shall have one (1) vote as a Member of the Association. Except as otherwise provided in the Bylaws, the majority (51%) of the Members shall control the general management of the Association.
- ii. Purposes and Powers. The general purposes of the Association are to:
 - o enforce these Covenants (as well as the PUD Covenants if necessary) as set forth herein and as may be amended;
 - o assess homeowner dues to each Residence for the costs of common costs, as contemplated herein;
 - o govern, administer and pay for the maintenance and repair of the common green space and rights of way, common walkway areas, common landscaping and individual Lot landscaping, and
 - o snow removal of common areas and rights of way (together with providing Residence owners the ability to opt into snow removal of their driveway and sidewalk on their Residence for a fee fixed by the Association);
 - o to cooperate and take direction from the Committee (defined below) to protect the generally required characteristics of construction, design and use contemplated herein, and prohibit any construction or use in violation thereof; and
 - o promote the health, safety, and welfare of the residents of Brundage Square.
 - o The Association shall also have the power to provide such additional services for the Residences as the owners may from time to time approve.
- iii. Bylaws. The authority of the Association, and all matters relating to the

governance of the Association is as set forth in the Bylaws of the Association, adopted of even date herewith, as may be amended by the Association. The Bylaws are incorporated herein by reference.

b. Architectural Control. The Association designates, delegates and assigns all architectural, construction and design review and approval authority to the Architectural Control Committee (herein the "Committee"). The Committee shall initially consist of Declarant, which shall so serve until such time as Declarant resigns in writing or until all of the intended residential development in Brundage Square is completed, whichever occurs first. Thereafter, the Declarant shall designate three (3) successor Committee members for the succeeding year. Thereafter, the Association shall elect three (3) members to comprise the Committee, each of whom shall be Owners of a townhouse, condo or home in Brundage Square.

The sole and only authority of the Committee, and all matters relating to the Committee, is as set forth as follows, as may be amended by the Association in accord with its Bylaws:

- i. **Powers and Duties.** The Committee's primary duty is the exclusive right to review all improvements to be constructed on a Lot or Residence so that all new construction, remodeling, landscaping and all other items affecting the exterior of a Residence shall be subject to the Committee's prior written approval. The Committee shall also have the right to grant variances for such construction matters.
- ii. **Design Review.** The Committee shall have the exclusive right to review and approve the plans and specifications for all construction, landscaping or any improvement of a Residence, in any manner, and the repair and replacement thereof.
- iii. **Review Process.** Whenever an Owner of a Lot wishes to construct any improvement, or to re-construct, maintain or repair same, the Owner shall submit to the Committee a complete set of building plans which show all exterior elevations of the proposed building and shall designate all the materials and colors to be used for all exterior materials so that the Committee has sufficient information to evaluate if the proposal meets the requirements set forth herein. Additionally, the Owner shall submit color samples of all such materials for the Committee's review process.

Upon receipt of such plans, the Committee shall call a special meeting of the Committee for the purpose of reviewing the plans and samples submitted as soon as possible, but in no event shall such meeting occur later than thirty (30) calendar days from the date of their receipt of the plans and samples or any proposed changes or amendments to previously approved said plans.

At the conclusion of the Committee's review of the plans, it shall vote on its approval or disapproval of the proposed Plans and samples, or defer action on the matter as is necessary to obtain more information. Within ten (10) business days following any final vote on Plans, the Committee shall issue a written statement outlining the result of said vote and state whether it approved or denied the proposed Plans and samples. If denied, the Committee shall further provide a written summary of the reasons for such denial and shall provide the same to the Residence owner who proposed the Plans.



- iv. **Approval and Conformity of Plans.** No home, building, fence, wall or other structure, or landscaping or improvement shall be commenced, erected or maintained upon the Property, nor shall there be any addition to or substantial change to the exterior of any building or improvement upon a Residence or the landscaping, grading or drainage from a Residence, except in compliance with plans and specifications (collectively, "Plans") which have been submitted to and approved by the Committee in writing.
 - v. **Variances.** It is the intent of these Covenants to ensure that the improvements constructed within Brundage Square are higher than average in terms of quality, appearance and styling and compatible and cohesive in design, colors and construction. The Committee shall promote high quality construction and appearance for each building to be constructed in Brundage Square to protect each Owner's desired lifestyles and property values. The Committee, in exercising its architectural control, may grant a variance to an Owner, upon the Owner's written request, to allow a variance so long as such variance will maintain or inflate property values in Brundage Square. Declarant and Owners acknowledge there may be a type of construction, siding, roofing or other materials proposed that may be otherwise prohibited herein but because of the overall high quality of construction, appearance and style of the proposed residence or building the Committee may desire, on behalf of the Owners, to allow such and grant a variance.
 - vi. **Inspection and Approval.** Any Committee Member or authorized consultant of the Committee may at any reasonable time enter upon any Residence after reasonable notice to the Owner in order to inspect improvements constructed or being constructed on such Residence to ascertain that such improvements have been or are being built in compliance with these Covenants and Plans approved by the Committee. The Committee shall cause an inspection of Plans or premises to be undertaken and the Committee shall respond in writing to requests for approval within 30 days of a request from any Owner as to his/her/its Residence.
 - vii. **Committee Actions; Voting.** Any action by or on behalf of the Committee shall be deemed approved when such action receives the affirmative vote of two (2) or more of the Committee's three (3) members.
 - viii. **Immunity From Liability.** Neither the Declarant, nor any member of the Committee, nor any agent thereof shall be personally liable for actions taken by the Committee in any matter. It is the specific intent of these covenants that no Committee Member will face financial liability for any action or omission they may take in carrying out their duties. Approval of Plans by the Committee shall not be deemed to be a representation or warranty that the Plans comply with applicable laws or regulations, including zoning ordinances and building codes.
- 12. ASSESSMENTS.**
- a. **Creation of Lien & Personal Obligation of Assessments.** The owner of every Residence in Brundage Square, 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 to the Association all assessments duly established as hereinafter provided. All such assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the lot and the owner and shall be a continuing lien upon the Residence against which each such assessment is made.



- b. **Purpose and Limit of Assessments.** The assessments levied by the Association shall be used exclusively to pay the obligations imposed pursuant to these Covenants for costs that are necessary to promote the health, safety, and welfare of the residents of the Residences. The costs to be paid with dues includes only the following: maintenance and repair of the common space of Plaza Lane; landscaping and lawn/vegetation care of the common areas and lots; the snow removal of any sidewalks in Brundage Square, the PUD assessment, the repair and maintenance of any other common elements shared by the residences in Brundage Square, and a reserve equal up to twelve months of such expenses.
- c. **Monthly Assessments.** The Association shall establish monthly assessments to meet its obligations under these Covenants, including specifically the obligations to maintain common areas and rights of way, landscaping and snow removal, to pay for the costs of annual the operating expenses of the Association, and a reserve, but not more. The initial monthly assessments on the Townhouse Phase, when commenced, shall be ***\$75.00/month*** for the first year until the actual budget of the Association is determined.
- d. **Special Assessments.** In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment for necessary repairs applicable to that year only.
- e. **Approval of Assessments; Fiscal Year.** All assessments under this Section shall be subject to the approval of the Association, as provided herein. For purposes of assessments, the Association's fiscal year shall be from January 1 through December 31.
- f. **Uniform Rate of Assessment by Class of Residence.** Any assessment herein shall be fixed as a uniform rate for each phase/class of Residence (e.g., townhouse phase, phase 2, and other residence) in Brundage Square. Because the Townhouse Phase may have different common expenses than Phase 2 or other residential units added, for its respective costs, the uniformity of assessment shall be by Phase – each Residence in each phase will be equal. As Residences are added to Brundage Square that require more, or less, of a maintenance and repair budget, the Association shall set the assessment by each class of member tied directly to those Residences' cost. As an illustration, the six Townhouses shall provide the care and maintenance of their roofs and exteriors, at their cost, but the Association shall care for the landscaping of their lot. On the other hand, the anticipated Phase 2 residence to be built in Brundage Square may be condos which have all exterior maintenance and repair by their Association, and the dues of those residences shall be set to pay for those costs and expenses, while not burdening the townhouse owners with expenses that do not apply to them. All costs and expenses of the Association that are shared in common with all phases (e.g., Plaza Lane common space) shall be assessed equally among each respective Residence in Brundage Square.
- g. **Commencement of Assessments.** The monthly assessments provided for herein shall commence as to all Residences the ***month following*** the conveyance of the residence from Declarant. The Association shall fix the amount of the monthly assessment against each Residence at the annual meeting of the Association. Written notice of the assessment shall be sent to every owner subject thereto. The due dates shall be established by the Association. The Association shall, upon demand, and for a



reasonable charge, furnish a certificate signed by the Association setting forth whether the assessments on a specified Residence have been paid. A properly executed certificate of the Association as to the status of assessments on a Residence is binding upon the Association as of the date of its issuance.

- h. **Effect of Nonpayment of Assessments.** Any assessment not paid within 30 days after the due date shall thereafter bear interest from the due date at the rate of 12 percent per annum. Upon the failure of a Residence owner to pay the assessment when due, the Association will provide written notice to the violating Residence owner by delivering the notice by certified mail -- such delivery shall be deemed effective on the date notice is mailed by the Association. The violating Residence owner shall have thirty (30) days from the date the notice is deposited in the mail to pay, in full, the unpaid assessment, interest thereon and costs. If payment is not received by the Association within said 30 day period, the Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the Residence which is created herein by such nonpayment. The lien created herein shall be foreclosed in the manner provided for the foreclosure of real estate mortgages in the State of Wyoming and may be, at the Association's discretion, accomplished by advertisement and sale as provided in the Wyoming Statutes. In the event of such collection and/or foreclosure, the nonpaying Residence owner shall be liable for all attorney's fees and costs incurred by the enforcing party in such collection. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of his Residence.
 - i. **Subordination of Lien to Mortgages.** The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Residence shall not affect the assessment lien. However, the sale or transfer of any Residence pursuant to the foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Residence from liability for any assessments thereafter becoming due or from the lien thereof.
13. **General Terms.**
- a. **Variance.** In addition to the Committee's power to grant a variance to any provision herein, the Association shall also have the authority, upon an affirmative vote of *at least* eighty percent (80%) of Residence owners, 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 Residence or parcel in Brundage Square or by the Committee or by the Association, but shall not run to the benefit of a third party, except as otherwise specifically provided below. The Association shall be entitled to recovery of its attorneys fees and costs incurred in a successful enforcement of these Covenants.
 - c. **Severability.** Invalidity 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 Residences 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* eighty percent (80%) of Residences 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 18th day of January, 2022.

Precision Development Group, LLC

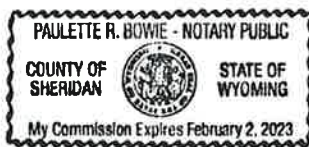
By: Greg A. Von Krosigk, Member

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

On this 18th day of January, 2022, the foregoing Declaration was acknowledged before me by Greg A. Von Krosigk as member of Precision Development Group, LLC, who appeared before me and was personally known to me.

Paulette R. Bowie
Notary Public

My Commission expires: 2-2-23



NO. 2022-775892 DECLARATION OF COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX AGENCY
SHERIDAN WY 82801