

# **Restrictive Covenants**

## **to Aspen Highlands Subdivision First and Second Filings**

**KNOW ALL MEN BY THESE PRESENTS:**

**ASPEN HIGHLANDS HOMEOWNERS ASSOCIATION, ("Association") a Wyoming non-profit corporation comprised of fee owners of the following described real property, located in Carbon County, Wyoming:**

**A subdivision located in that part of the NE1/4 SE1/4, NW1/4 SE1/4, NE1/4, SW1/4, SE1/4 NE1/4, SW1/4, NE1/4, SE1/4 NW1/4, Section 10, T, 19N., R81W., 6th p.m., Carbon County, Wyoming and more particularly described as follows: Beginning at the 1/4 corner commons to section 10 & 11, T.19N., R81W., 6th P.M.; Thence along the section line N00 degrees 03' 02.1 "w, 775.97 ; Thence N35 degrees 01' 12.5" , 651.95'; Thence S88 degrees 52' 24.5" W, 953.73 to the NE 1/16 corner of said section 10; Thence S88 degrees 52' 24.5" W, 348.96'; Thence South 114.18'; Thence S74 degrees 06' 35.5" W, 712.21' ; Thence N35 degrees 55' 42.6" W, 170.42'; Thence S53 degrees 37' 22.3"W, 674.42'; Thence S69 degrees 06' 21.6" W, 257.96'; Thence S07 degrees 58' 10.6"E, 302.92'; Thence S67 degrees 44' 18.5"W, 578.09'; Thence S53 degrees 42' 23.8"W, 275.33 to the C-W 1/16 corner of said section 10; Thence S00 degrees 17'24.0"W, 1298.69 to the SW 1/16 corner of said section 10; Thence N89 degrees 39'47.9"E, 1305.13' to the C-S1/16 corner of said section 10; Thence N89 degrees 38' 46.9"E, 1325.31' to the SE1/16 corner of said section 10; Thence 89 degrees 38' 46.8"E, 1325.31' to the s1/16 corner common to sections 10 & 11; Thence N00 degrees 31' 03.5"E, 1335.58' to the point beginning; said tract containing 206.79 acres more or less. and;**

**A subdivision located in that part of the N 1/2 NW 1/4, SW 1/4 NW 1/4, N 1/2 NE 1/4, Section 10, Township 19 North, Range 81 West, 6th P.M. Carbon County, Wyoming, being 200 acres more or less.**

**Does hereby make the following declarations as to reservations, restrictions, limitations and uses to which the lots constituting the legal subdivisions may be put, contemplating the development of said land as a residential area and the purchase of lots therein for residential purposes. The described lands constitute legal subdivisions in accordance with the plats thereof recorded in Book 570, Page 73, and Book 600A, Page 10, in the office of the County Clerk and Ex-Officio Registered of Deeds in and for Carbon County, Wyoming. These restrictions and reservations shall govern the control, ownership, use, occupancy and transfer of the lots contained in the subdivisions under and upon the following terms and conditions:**

- 1. NAME AND PLAT: The name of this subdivision shall be Aspen Highlands Subdivision, First and Second Filings, and this instrument shall be construed as part of the plats of the subdivisions as though the same were set forth thereon in full.**
- 2. EXTENT OF RESTRICTIONS: Reservations, restrictions and limitations herein set forth shall be construed as conditions attached to the grant of each lot in said legal**

*subdivision and as covenants running with the land; they shall be part of every deed, grant conveyance, or encumbrance on the lots herein concerned, or any part thereof, the same as if they were set up in full in each deed, and every deed, grant, conveyance and encumbrance shall be subject to the terms and conditions hereof, whether or not expressly stated; they are created for the benefit of both subdivisions and each lot therein contained and shall be enforceable at law or in equity in accordance with their several terms and provisions by the owners of the lots and tracts therein, individually and collectively, against the person or persons violating any of the conditions of this instrument and either to prevent him from doing so, or to recover damages for such violation, or both.*

**3. ARCHITECTURAL AND CONSTRUCTION:** *Only new construction or alteration of existing construction shall be permitted, subject to the review and approval of the Architectural Committee as further provided in section 13 of these Covenants.*

*The exterior of all buildings shall be wood, stone, brick, plaster or other material suitable to the buildings in the mountain terrain.*

*All construction and alterations shall comply with the provisions of the following standard codes, or their official amendments.*

*"Uniform Building Code," Current edition, International Conference of Building Officials" " National Plumbing Code," Current edition: " National Electrical Code," Current edition: " National Fire Protective Association International". and with such State of Wyoming Building and safety codes as may be applicable to the addition.*

*No dwelling shall be permitted on any lot at a cost of less than \$10,000.00, based upon cost levels prevailing on the date these covenants are recorded, it's being the intention and purpose of the covenant to assure that all dwellings be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 600 square feet for one story dwelling.*

**4. USE:** *The use of the lots herein shall be limited to private residential purposes and no more than one residential unit with an out building approved by the Architectural Control Committee, shall be located on any one lot: use and occupancy of the retrospective units shall be limited to one family; no commercial or business use of any of the lots or residential units shall be permitted, nor shall any commercial or business activity be conducted within the legal subdivisions.*

*No unlicensed or inoperable motor vehicle shall be stored or parked within the legal subdivision. No trailer house, over 35 feet in length, shall be stored or parked within the legal subdivision other than for the purpose of temporarily maintaining a residence during the construction of a building in the conformity with the requirements as herein after set forth; provided, however, that campers and camp trailers may be stored upon the premises by the beneficial owners of the property. Camp trailers used for temporary camping purposes must be connected to properly installed sanitation facilities, and may not be permanently left on the property*

*Livestock for pleasure purposes, such as saddle and domestic pets shall be permitted; the raising, maintaining, keeping or harboring of any kind of barnyard fowl, sheep, goats, and cattle, swine or other similar animals not ordinarily raised for pleasure purposes only is prohibited.*

5. **UTILITY AND SERVICE LINES:** *All public utility and service lines, including pipe lines, shall be buried.*

6. **MINERAL RIGHTS:** *All mineral rights, including oil, gas and other hydrocarbons, upon the premises are reserved in their entirety to Multi Prop., Inc., a Wyoming corporation.*

7. **NUISANCES:** *No conditions which constitute or create a nuisance or an unreasonable annoyance to other property owners in the subdivision shall be created or permitted to exist; where livestock is kept for pleasure purposes, it must be so restrained that no interference will be caused to other adjoining properties. Waste water from irrigation shall be so controlled so as to prevent annoyance, damage or injury to adjoining property. Discharging of firearms or fireworks shall not be permitted within the subdivision.*

8. **RIGHTS AND WAYS OF EASEMENTS:** *Each lot in the subdivision shall be burdened by the following rights and easements held, possessed and enforceable by all owners jointly and severally: The right to the free and uninterrupted passage of that amount of water to each lot is entitled over, through, and across adjacent lots over which such passage may be necessary from time to time; easements and right-of-way as may be reasonably necessary for the installation, maintenance and repair of water, power and gas main lines, which shall be buried, or other installations as the same may now, or in the future be installed or erected. Provide nevertheless, that no such easement or right-of-way shall hinder, damage or obstruct residential buildings constructed or in the process of construction at the time of such installation; provide further, that the use of such easements and exercise of rights thereunder shall be conducted with due care in regard to the surface, and in the event that the surface shall be damaged in installation, maintenance or repair, it shall be, upon completion of the work, restored to its original condition. Such easements and right-of-ways shall be confined to the front and rear fifteen (15) feet of every lot line, and fifteen (15) feet along every street of the subdivision. Such easement can be used by any owner of record of the subdivision for the purpose of drilling water wells so long as it is contained within the limits of said easements. All water supplies shall follow the minimum standards for private or semi-public water supplies as set forth by the Wyoming State Engineers Office.*

9. **SEWAGE SYSTEMS:** *Each structure designed for occupancy or use by human beings shall be connected to a private individual waste disposal system of pollution free design and construction. Sewage systems shall comply with all applicable requirements of the Wyoming Department of Environment Quality in effect at the time of installation.*

10. **GARBAGE DUMPING:** *No part of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris, or other waste, except on a temporary basis, and in that event, kept in a sanitary condition and shall be hauled away to a specified garbage dumping area.*

11. **MINING OPERATION:** *No quarrying, gravel operations or mining operations of any kind shall be permitted upon or in portion of this property.*

12. **STREETS AND ROADS:** *All roads on the subdivision shall be private roads, commonly owned and for the common use and benefit of subdivision owners, or their successors. Since all roads are commonly owned, all maintenance and repair of roads shall be at the cost and expense of the subdivision owners. Subdivision owners shall maintain all roads in good repair at all times. The expense of maintaining "main" roads which are used as common access roads shall be borne and paid by all subdivision owners who benefit by their use. The Architectural Control Committee shall have the power to provide maintenance and to access the benefiting property owners at a reasonable rate and collect such assessments.*

**13. ARCHITECTURAL CONTROL COMMITTEE- DEFINITIONS AND NUMBER:**

*The Architectural Control Committee is vested with the power and authority described herein and shall be composed of three persons owning property in the subdivision, appointed by the association. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. members of the Architectural Control Committee may be replaced by the membership of the Association at a properly convened meeting at which a quorum is present. Prior to the commencement of any excavations, construction, remodeling, or addition to any structure including out buildings and fencing, complete sets of the building plans and specifications for the construction, improvement or addition, together with a block or plot plan indicating the exact location of the building site or improvements. Work shall not commence unless the architectural review committee shall endorse the plans as being in compliance with these covenants and are otherwise approved by the committee. The committee shall have the right to refuse or approve any such plans and shall have the right to take into consideration the suitability of the proposed building and the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony of the proposed construction with the surroundings and the effect of the building or other structure on the outlook from adjacent or neighboring property. The committee shall promulgate and maintain a list of standards for guidance in approving and disapproving plans and specifications pursuant to this section, The second set of plans shall be filed as a permanent record with the committee. In the event the committee fails to approve or disapprove in writing of plans delivered to in accordance with this section within thirty (30) days of the receipt of the plans, then approval may be sought from the Homeowners Association Board of Directors.*

**14. HOMEOWNERS ASSOCIATION:** *The Aspen Highlands Homeowners Association shall be the governing body of the Subdivision. Every landowner in the Aspen Highlands Subdivision shall be a member of the Aspen Highlands Homeowners Association. Landowners shall not form any independent association or organization for the purpose of subdivision government.*

*Each landowner within the Subdivision shall be entitled to one vote for each lot. An owner who is delinquent in assessment to the Association shall not be entitled to vote on association matters until the delinquent assessment is paid in full.*

*The annual budget of the Association shall be established by the Board of Directors and a monthly assessment will be set for each member. However, as circumstances change, the financial needs of the association will vary, necessitating re-evaluation of assessments. No change in annual assessments shall be made without the approval of a majority of the Board of Directors.*

**15. FIRE HAZARDS:** *All reasonable preventive measures shall be taken to eliminate and reduce fire hazards in the subdivision.*

**16. PROPANE TANKS, WATER STORAGE AND SEWAGE DISPOSAL SYSTEMS:** *Propane tanks, water storage tanks and sewage disposal systems must conform to state regulations and be located so as not to detract from the appearance of the lot.*

**17. TREES:** *Live trees may not be removed from any lot without the prior written approval of the Architectural Control Committee.*

**18. INVALIDATION AND AMENDMENT:** *Invalidation of any of the covenants,*

*restrictions and limitations contained in this instrument by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect. The rights, duties, obligations and restrictions herein created are for the benefit of all of the land in said legal subdivision and they are and shall be irrevocable and perpetual until and unless revoked, obligated, modified, or amended by instruments executed and acknowledged in the form prescribed for the execution of deeds by 75 percent of the owners of the property in this legal subdivision.*

*19. MISCELLANEOUS: These Covenants shall supersede and replace the Reservations and Restrictive Covenants to Aspen Highlands Subdivision, recorded July 26, 1974, in Book 604, beginning at page 291 in the office of the Carbon County Clerk and the Reservations and Restrictive Covenants to Aspen Highlands Subdivision, 2nd Filing, recorded in Book 686 beginning at Page 874 in the office of the Carbon County Clerk. Any existing use within the Subdivision which complied with the previously filed covenants shall be a conforming use and shall be entitled to continue until destroyed or replaced. provided, however, that any repair or replacement shall conform to these covenants, and any non conforming prior use shall not be reconstructed or duplicated.*

*20. ENFORCEMENT: The Board of Directors of the Association shall be charged with the enforcement of these Covenants. In the event the Association incurs costs, including, but not limited to reasonable attorney fees, together with any other relief to which it may be entitled from the persons violating the covenants.*