

RECORDED OCTOBER 6, 1978 BK 234 PG 452 NO. 748382 MARGARET LEWIS, COUNTY CLERK

S O U T H H O M E R A N C H S U B D I V I S I O N

SUBDIVIDER: P & P ENTERPRISES, INC.
SHERIDAN, WYOMING

DESIGNER: PILCH ENGINEERING & SURVEYING, INC.
SHERIDAN, WYOMING

DECLARATION OF PROTECTIVE COVENANTS FOR

SOUTH HOME RANCH SUBDIVISION

SHERIDAN, WYOMING

THIS DECLARATION, made this day by P & P ENTERPRISES, INC., a Wyoming corporation, with principal offices at Sheridan, Wyoming, hereinafter referred to as Declarant,

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner of all lands embraced in the Subdivision known as South Home Ranch Subdivision which is platted and of record in the office of the County Clerk and Ex-Officio Register of Deeds of Sheridan, Wyoming, said Plat by reference being specifically made a part hereof in all respects, as if fully set out herein; and

WHEREAS, the Declarant intends to sell all of the lots, tracts, and parcels of land contained in said South Home Ranch Subdivision,

NOW, THEREFORE, all of the lots, parcels, tracts and portions of said property shall be held, transferred, sold or conveyed by Declarant, or by them contracted to be sold, subject to the conditions, restrictions, reservations, and covenants now on record, and upon the following express provisions, reservations, restrictions and covenants (hereinafter referred to as the conditions), each and all of which is and are for the benefit of said property and for each owner of land therein, and shall inure and pass with said property and each and every parcel of land therein, and shall apply to and bind the successors in interest of said owner thereof, and are imposed pursuant to a general plan for the improvement of the aforementioned property.

Said conditions, restrictions, covenants, and reservations are imposed upon the lands comprising the South Home Ranch Subdivision, as an obligation or charge against the same for the benefit of each and every lot and tract therein contained, and the owner or owners thereof, and said conditions, restrictions, covenants and reservations will be imposed upon each and every lot and tract in said Subdivision, and are as follows:

1. All lots in said Subdivision shall be known and described as residential lots, and will be restricted by all the covenants contained herein.
2. No tract or lot shall be used except for residential purposes and no business of any nature whatsoever shall be conducted on the premises. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family, duplex or four-plex dwelling with necessary garages or outbuildings. All buildings shall be new construction. Necessary buildings, corrals, water facilities and other structures for the purpose of keeping livestock, for family recreation shall be permitted on any tract. Every effort shall be made to keep such structures attractive and painted and concealed from general view to the extent possible.
3. No buildings shall be erected, placed or altered on any building plot until the construction plans and specifications and a plot plan shall have been approved by the undersigned owner or its assignee. No fence or wall shall be erected, place or altered on any site and no substantial changes shall be made in the landscape unless approved by the undersigned owner. At the time seventy-five (75%) of the lots in the South Home Ranch Subdivision shall have been sold and conveyed by the undersigned owner, the purchasers of said lots shall elect an architectural control committee consisting of three members who shall then replace the undersigned owner as the approving agency for the provisions of these covenants.
4. The ground floor (first floor) area of the single family dwelling, exclusive of porches, carports or garages, shall not be less than 900 square feet for a one-story dwelling. Where a single family dwelling contains more than one level (including split level or tri-level) the first two (split) levels shall equal no less than 1,100 square feet of floor area. All duplex or four-plex structures must provide a minimum of 800 square feet of living area exclusive of porches, carports or garages.
5. No dwelling shall be occupied until the exterior construction is entirely completed.
6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently. No building material shall be stored on any lot for a period of longer than ninety (90) days unless substantial construction is actually in progress.
7. No more than one single family, duplex or four-plex structure is permitted on any lot as designated above.
8. Each building on a lot shall have minimum setback distances measured from the lot lines to the nearest wall of such structure, as follows:
 - (a) Front and side setbacks - twenty (20) feet
 - (b) Rear setback - twenty five (25) feet
9. No animals, livestock or poultry shall be raised, bred or kept for any commercial purpose on any tract: goats, swine, stallions, bulls and rams are expressly forbidden and none shall be kept at any time on any tract for any purpose. A family garden is permissible, but no additional ground shall be broken for commercial farming purposes. The Architectural Control Committee's or owner's approval is expressly required for the erection and maintenance of buildings for livestock.
10. No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage and other wastes. Trash, garbage and other wastes shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. No open fires shall be permitted.

- 454
11. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done which may be or may become an annoyance or nuisance to the owner of any other portion of the subdivision. Hunting of any kind on any part of the subdivision is forbidden. The discharge of firearms on any part of the subdivision is specifically prohibited.
 12. All tracts in the subdivision must be fenced within one (1) year from the date of purchase, and the fencing shall be the responsibility of the individual tract owner. Any new fence construction must be as follows: steel, treated, or painted posts. If poles, they must be peeled, lumber must be stained or painted. Adequate wire must be used.
 13. One "For Rent" or "For Sale" sign, which shall be no larger than six (6) square feet, shall be permitted. One entrance gate sign identifying the owner or occupant of the property, of a style and design as approved by the Committee shall be permitted; otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered or permitted on any tract or lot.
 14. There will be no resubdividing of any tract in the subdivision.
 15. The undersigned owner or the Architectural Control Committee, when constituted, shall have the right to vary the limitations provided by these restrictions and covenants to the extent of ten percent (10%) of the requirements and shall have the right to enforce these covenants.
 16. No sewerage disposal system shall be constructed, altered, or allowed to remain or used unless fully approved as to design, capacity, location and construction by the Wyoming Environmental Quality Department and P & P Enterprises. When seventy-five (75%) of the lots have been sold the systems must be approved by the Architectural Control Committee and the Wyoming Environmental Quality Department. All systems shall be installed by the tract owners and must comply with public health standards.
 17. Easements and rights of way as shown or indicated on the recorded plat are hereby reserved in this Subdivision for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephone, sewer, water, cable television facilities, or other public or quasi public utility service purposes, together with the right of ingress, egress and egress at any time for the purpose of further construction and repair.
 18. Declarant reserves the right to store water in the existing reservoir located in the recreational tract and further to construct, operate and maintain facilities for pumping; transporting and utilizing such water for domestic, agricultural or residential purposes both within and without the subdivision, and to transport such water over the easements reserved on the plat.

Declarant conveys to the lot owners in equal shares all rights to utilize the water and reservoir for recreational purposes together with the right to develop and construct such facilities as they may deem necessary from time to time, provided such use of water and development does not interfere with the rights reserved to Declarant herein or diminish the water supply available to Declarant for future development. Such recreational use and development shall be at the sole expense and responsibility of the lot owners and Declarant shall bear no responsibility or liability whatsoever for any losses, damages or injuries which may arise from any recreational use of the water and reservoir by the lot owners their guest, invitees, trespassers, successors or assigns.

At such time as Declarant has no further use of the water stored in the reservoir, it shall transfer and Quitclaim such water and any right it has by the terms of this reservation, together with any facilities it may have constructed to the then lot owners or such entity they may create to receive such rights.
 19. These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of seventy-five (75%) of the lots in South Home Ranch Subdivision.
 20. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument agreeing to change said covenants in whole or in part has been signed by seventy-five (75%) of the then owners of the lots and recorded.
 21. All areas disturbed by constructions shall be returned to natural conditions and replanted with suitable ground cover.

22. All utilities in the Subdivision will be placed underground. The utility company will provide for the installation of the utilities to a point adjacent to each tract. The owner of each tract shall be responsible for installing the utilities on their tract, said installation to be at the cost of the owner of such tract.
23. Elevated tanks higher than ten (10) feet above the ground shall not be erected or permitted upon any lot, however, declarant reserves the right to construct elevated water distribution structures in the pond area not to exceed twenty (20) feet in height.
24. No towers or radio or television antennas higher than twenty (20) feet above the highest roof line of the dwelling house shall be erected on any residential tract. All such towers and antennas must be attached to the dwelling.
25. Only new construction will be allowed; no used buildings and no metal buildings that do not, through their appearance, enhance the environmental surroundings, will be allowed. P & P Enterprises, Inc., or its successor must approve or disapprove structures of this type.
26. Culverts shall be a minimum of eighteen (18) inches diameter or that allowed for merging driveways into County approved roads and across road barrow pits.
27. Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residence, or in the case of duplex or four-plex's at least two automobiles per unit.
28. No parking shall be allowed within the boundaries of any road rights-of-way. No trailers, campers, motor or mobile homes, boats, snowmobiles, snowmobile trailers or similar vehicles of any kind shall be allowed to be parked or stored on any lot except in the rear portion thereof. For purposes of this paragraph, "rear portion" is defined as that portion of a lot which has as its front boundary line parallel with the road fronting said lot and passing through the corner lot of the residence furthestest therefrom or, in the instance of a corner lot, bordered by two roads, it shall be that portion having as its front boundary lines parallel with each road and passing through the corners of the residence furthestest therefrom.
29. P & P Enterprises, Inc., hereby reserves to itself, its successors and assigns, perpetual easements across such land in the South Home Ranch Subdivision, along all easements indicated on the plat and all irrigation and drainage swales and ditches presently in existence (or hereafter constructed or confined with the consent of the landowners across which the water flows) for the purpose of construction, maintenance and operation of irrigation systems and the ditches for the proper irrigation and drainage of all meadow lands or any lots or tracts therein.
30. Owner and its successor shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein and to allocate and assess the costs for the improvement, maintenance and repair of all roadways. Upon the violation of any covenant, or upon the failure to pay any assessments, written notice of such violation or failure shall be directed to the violator, who shall have ten (10) days after receipt of the said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, owner or its successor, may re-enter and take possession of the violator's premises and correct the violation. In addition, damages may be assessed against the violator at the rate of \$25.00 per day for each day the violation continues after the ten (10) day notice. In the event suit is required to collect any sums due, or to enjoin the violation of any of the covenants contained herein, violator, in addition to any of the other penalties provided herein or which may be assessed by a court, shall be liable for all attorney's fees and costs incurred by owner.
31. South Home Ranch Subdivision is located in close proximity to the Sheridan County Airport and no owner of any tract (nor his successors or assigns) shall have a cause of action against Declarant or the County of Sheridan arising out of the noise or other disturbance which may result from the legal operation of aircraft in the airspace over the Subdivision.
32. In the event any one of the covenants or restrictions contained herein is invalidated by a Judgement or Court Order, the remaining provisions shall remain in full force and effect.

456

IN WITNESS WHEREOF, the Declarants have executed this "Declaration of Protective Covenants for South Home Ranch Subdivision" this 28th day of August, 1978.



P & P ENTERPRISES, INC.

ATTEST:

[Signature]
Secretary

By:

[Signature]

Title:

Walter J. Pilch
President

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this

August

, 1978, by

Walter J. Pilch

President

of P & P Enterprises, Inc.



[Signature]
Notary Public

My Commission expires: 1-15-1981