
HOME RANCH SUBDIVISION

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

DESIGNER : WALTER J. PILCH AND ASSOCIATES
SHERIDAN, WYOMING

DECLARATION OF PROTECTIVE COVENANTS FOR
HOME RANCH SUBDIVISION
Sheridan, Wyoming

THIS DECLARATION, made this day by P AND 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 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 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 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 detached single family dwelling with necessary garage 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, placed 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 percent (75%) of the lots in 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.

(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 outbuilding 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 residence is permitted on any lot as a principal use.

(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.

(11)

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon 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. The cost of fences on common property lines shall be shared equally by the adjacent property owners.

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 and P Enterprises. When seventy-five percent (75%) of the lots have been sold the systems must be approved by the Architectural Control Committee and the Wyoming Environmental Quality Department. Tracts No. 6, 7 and 21 shall have a NSF approved residential sewage treatment system. 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, telephones, 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 shall provide a domestic water and irrigation supply for each lot in the subdivision and Declarant or its successor shall retain ownership and control of all water facilities, including wells, reservoirs, storage facilities and distribution lines. The domestic system may be used by a tract owner only for household and livestock watering purposes. The irrigation system may be utilized for irrigation of lawns and gardens only within the subdivision. Declarant may from time to time regulate the use of such water to insure an adequate and constant supply for all lots in the subdivision. Quarterly,

or such other time as Declarant may determine, Declarant shall assess each lot in the subdivision for its prorata share of the cost of operation and maintenance of the system and each lot owner shall pay the assessment within thirty (30) days after its receipt.

Declarant contemplates further development in the area and reserves the right to utilize its water sources and supply systems to serve such additional areas. As new areas are added to the system, all lots or other parcels being served by the water system shall likewise be assessed their proportionate share for the cost of maintenance and repair to the system. Declarant further reserves the right to interrupt the water service to any lot owner in order to conduct repairs and improvements to the system or in the event any lot owner fails to pay its assessment as above provided.

At such time as all lands utilizing the water system shall have been developed, Declarant shall transfer the system to a non-profit corporation, water district or other entity comprised of the water users, which organization shall assume responsibility for the operation and maintenance of the system.

(19)

These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of seventy-five percent (75%) of the lots in 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 percent (75%) of the then owners of the lots and recorded.

(21)

Declarant shall construct all roads which are indicated on the map within the subdivision. After construction, all costs incurred for maintenance and repair or

improvements of the roads shall be shared equally by the adjacent tract owners. Responsibility for such maintenance, repair or improvements as well as the assessment of the costs therefor shall rest in the Architectural Control Committee.

(22)

All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover.

(23)

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.

(24)

Elevated tanks higher than ten (10) feet above the ground shall not be erected or permitted upon any lot, except such elevated storage tanks as may be necessary for the Home Ranch water system.

(25)

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.

(26)

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 and P Enterprises, Inc. or its successor must approve or disapprove structures of this type.

(27)

Culverts shall be a minimum of ten (10) inches diameter or that allowed for merging driveways into county approved roads and across road barrow pits.

(28)

Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residence.

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 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 and P Enterprises, Inc. hereby reserves to itself, its successors and assigns, perpetual easements across such land in the 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 the utility 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 reenter 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 or its successor in bringing such action.

(31)

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 Judgment or Court Order, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this "Declaration of Protective Covenants for Home Ranch Subdivision" this 16th day of August, 1976.

P AND P ENTERPRISES, INC.

By

[Signature]
President

Attest:

[Signature]
Secretary

STATE OF WYOMING)
County of Sheridan) ss.

The foregoing instrument was acknowledged
before me this 16 day of Aug., 1976 by
Walter Eilch, the President of
P AND P ENTERPRISES, INC., a Wyoming corporation.

WITNESS my hand and official seal.



Olga M. Eilch
Notary Public

My Commission expires:

1-15-78