

PINEY ACRES SUBDIVISION

418

RECORDED DECEMBER 7, 1976 BK 236 PG 418 NO 752798 MARGARET LEWIS, COUNTY CLERK

SUBDIVIDER: John J. Balkenbush and Lois M. Balkenbush  
Story, Wyoming 82842

DESIGNERS: Oslund Engineering & Surveying, Inc.  
Sheridan, Wyoming 82801

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DECLARATION OF PROTECTIVE COVENANTS FOR  
PINEY ACRES SUBDIVISION  
SHERIDAN COUNTY, WYOMING

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This declaration, made this day by John J. Balkenbush and Lois M. Balkenbush hereinafter referred to as Declarants,

WITNESSETH, THAT:

WHEREAS, the Declarants are the owners of all lands embraced in the Subdivision known as Piney Acres 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 referred being specifically made a part hereof in all respects, as if fully set out herein: and

WHEREAS, the Declarants intend to sell all of the lots, tracts, parcels of land contained in said Piney Acres Subdivision,

NOW, THEREFORE, all of the lots, parcels, tracts, and portions of said property shall be held, transferred, sold, or conveyed by Declarants or by them contracted to be sold, subject to the conditions, restrictions, reservations and covenants now on record, and upon the following express provision, 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 Piney Acres 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 homes shall be new construction and be 600 Sq. Ft. of living space or more, and cannot be occupied until exterior construction is complete. No trailer houses allowed.

(2)

Each building on a lot shall have minimum setback distances measured from the lot lines to the nearest wall of such structures, as follows:

- (a) front and side setbacks - fifty feet
- (b) rear setback - fifty feet

(3)

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 waste 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.

(4)

Hunting of any kind on any part of the subdivision is forbidden. No discharge of firearms will be allowed in this subdivision.

(5)

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. All roads within the subdivision will be constructed with gravel surfacing by Declarants. Thereafter, all roads within the Subdivision are to be maintained, improved and repaired when necessary by all adjacent tract owners on an equal share-of-the-cost basis. Snow removal costs shall be shared by those actually residing in the Subdivision.

(6)

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.

(7)

All areas disturbed by construction shall be returned to natural conditions and compatible with surrounding area.

(8)

No tract owner will be allowed to install a sewer drain field unless approved by Wyoming Public Health Service, or Sheridan County. Tract owners shall comply with all Public Health and Sheridan County requirements for obtaining a sewer system permit. The installation shall be inspected by either the Sheridan County Sanitation or Department of Environmental Quality before the system is backfilled or covered.

(9)

No animals, livestock or poultry shall be raised, bred or kept for any commercial purposed on any tract.

(10)

No trees are to be removed except for an expressed purpose and for good reason subject to approval of Declarant or Homeowners Board.

(11)

There will be no re-subdividing of any tract in the subdivision.

(12)

No parking shall be allowed within the subdivision road right-of-way.

(13)

Only single family dwelling will be allowed in the subdivision.

(14)

Enforcement - Declarant and it's successors shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein, and shall also allocate and assess the cost of improvements, maintenance and repair

of any common area. After 50% of the subdivision is sold this exclusive right and authority will become the responsibility of a Homeowners Board. Such board will consist of a committee of five homeowners within the subdivision who, upon election, shall replace undersigned declarant as the approving agency for the provisions of these covenants and restrictions. Elections to the Homeowners Board shall be held annually. Notice of the meeting shall be mailed to all property owners within the subdivision at the address given to the Board's secretary. At a meeting each lot owner shall have one vote. Meetings of the Board may be called at any time by the chairman as required to transact any business and the board may formulate its own rules and regulations for the calling of such meetings and conduction of its business. Upon the purchase of a lot, the purchaser shall be provided with the names of the members of the Homeowners Board.

The owners of any lot shall be obligated to pay and shall pay unto the Homeowners Board in equal shares, the overhead assessment for maintenance, repair, improvements, and snow removal for roads within the subdivision. The amount of any assessment shall become due and payable thirty (30) days after such notice is given by the Homeowners Board, or at such later time as may be specified by the Board. Any amount shall bear interest at the rate of 10% per annum from the date due and payable.

Declarants and its successors which have the sole and exclusive right and authority to determine compliance with the covenants contained herein. Upon the violation of any covenant or upon the failure to pay any assessment a written notice of such violation or failure shall be directed to the violator who shall then have ten (10) days after receipt of said notice to correct the violation or pay the assessment due. If said violation is so corrected or payment is made, declarant or its successor may re-enter and take possession of the violator's premises and correct the violation and charge all costs of such correction to the owner. In addition, damages may be assessed against the violator at the rate of twenty-five (\$25.00) dollars per day for each day the violation continues after the 10 days notice. In the event suit is required to collect all 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 court, shall be liable for all attorney fees and costs incurred by owner or its successor in bringing such action.

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IN WITNESS WHEREOF, the Declarants have executed this "Declaration of Protective Covenants for Piney Acres Subdivision" this 21st day of November 1978.

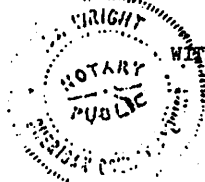
John J. Balkentush  
John J. Balkentush

Lois M. Balkentush  
Lois M. Balkentush

STATE OF WYOMING }  
COUNTY OF SHERIDAN ) SS

The foregoing instrument was acknowledged before me this 21st day of November, 1978, by JOHN J. BALKENBUSH and LOIS M. BALKENBUSH, husband and wife.

WITNESS MY HAND AND OFFICIAL SEAL.



Notary Public  
Notary Public

My Commission expires August 14, 1982  
My Commission expires: \_\_\_\_\_

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