

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

We, the undersigned, being all of the owners of property within Piney Acres Subdivision, in Sheridan County, Wyoming, do hereby declare and make the following amendments to that certain Declaration of Protective Covenants for Piney Acres Subdivision, Sheridan County, Wyoming, as recorded on December 7, 1978, in Book 236 of Deeds, page 418 thereof in the Office of the County Clerk in and for Sheridan County, Wyoming, as follows:

(5)

That paragraph (5) of said Declaration of Protective Covenants is hereby amended to read as follows:

"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 equally by tract owners adjacent to the road."

(14)

That paragraph (14) of said Declaration of Protective Covenants is hereby amended to read as follows:

"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 Board. Such board will consist of a committee of five homeowners within

the subdivision who, upon election, shall place 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 or tract shall be obligated to pay and shall pay unto the Homeowners Board in equal shares, the overhead assessment for maintenance, improvements, repair, and snow removal for roads which are adjacent to said lot or tract 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 court action."

IN WITNESS WHEREOF, the parties hereto have set their hands this 14th day of September, 1979.

John J. Balkenbush
Lois M. Balkenbush
Rosemary B. Mikulski
Richard M. Mikulski

STATE OF WYOMING)
 : SS
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 14th day of September, 1979, by John J. Balkenbush and Lois M. Balkenbush, husband and wife, and RICHARD M. MIKULSKI & ROSEMARY B. MIKULSKI.

WITNESS my hand and official seal.

Robert J. Holcomb
 Notary Public

My Commission expires: May 25, 1983

