

*****¹⁵⁰*****
RECORDED JULY 13, 1978 BK 232 PG 150 NO. 741632 MARGARET LEWIS, COUNTY CLERK
P I N E Y S O U T H S U B D I V I S I O N

TRACTS 1-33

SUBDIVIDER: JOHN E. HANFT and HELEN L. HANFT
South of Sheridan, Wyoming 82801

LARRY E. HANFT and VICKI D. HANFT
Story, Wyoming 82842

DESIGNER: PILCH ENGINEERING & SURVEYING, INC.
Sheridan, Wyoming 82801

DECLARATION OF PROTECTIVE COVENANTS FOR

PINEY SOUTH SUBDIVISION

TRACTS 1-33

SHERIDAN COUNTY, WYOMING

* * * * *

THIS DECLARATION, made this day by JOHN E. HANFT and HELEN L. HANFT, LARRY E. HANFT and VICKI D. HANFT, hereinafter referred to as Declarants,

WITNESSETH, THAT:

WHEREAS, the Declarants are the owners of all lands embraced in the Subdivision known as Piney South 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, and parcels of land contained in said Piney South 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 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 Piney South 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 suburban lots, and will be restricted by all the covenants contained herein.

(2)

Only the following buildings, structures and uses are permitted in this subdivision. No buildings or structures shall be erected, structurally altered or enlarged, or land used, except for the following purposes:

(a) One-family dwellings -- only one per lot as presently platted. A one-family dwelling is defined as a detached building used exclusively for residential purposes and occupied by one family.

(b) Home occupations, which are defined as any use customarily conducted entirely within a dwelling and carried on by the occupants thereof, which use is clearly incidental to the residential use.

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

- 1) front and side setbacks - fifty feet;
- 2) 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 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, except for burning of weeds if authorized by codes.

(4)

No noxious or offensive activity shall be carried on on 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. No discharge of firearms will be allowed in this subdivision.

(5)

All tracts in the subdivision must be fenced 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.

(6)

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.

(7)

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 per cent (10%) of the requirements, and shall have the right to enforce these covenants.

(8)

Easement 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.

(9)

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.

(10)

These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of seventy-five per cent (75%) of the lots in Piney South Subdivision.

(11)

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 signed by seventy-five per cent (75%) of the then owners of the lots has been recorded, agreed to change said covenants in whole or in part.

(12)

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

(13)

The Declarants hereby reserve to themselves, their successors and assigns, perpetual easements across such land in the Piney South Subdivision, along 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, maintaining, and operation of the ditches for proper irrigation and drainage of all meadow lands or any lots or tracts therein.

The Declarants similarly reserve to themselves, their successors, and assigns, the right to irrigate and go on such lands at all reasonable times, for the purpose of preserving and maintaining the natural beauty.

(14)

Declarants and their successors shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein and allocate and assess the costs for the improvements, 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 said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, Declarants or their successors 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 Declarants or their successors in bringing such action.

(15)

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.

(16)

Trailer houses will be permitted on all of the tracts in the Piney South Subdivision. All permanent trailers must be placed on a permanent foundation or skirted. Temporary trailers will be allowed for only a period of thirty (30) days on any of the tracts of the Piney South Subdivision. All buildings or structures built, constructed or placed upon any tract shall be of new construction unless written permission to the contrary shall be obtained from the Declarants or their successors in interest. No structure or trailer of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any tract at any time as a residence, either temporarily or permanently. No building material shall be stored on any tract for a period of longer than ninety (90) days unless substantial construction is actually in progress. No dwelling shall be occupied until the exterior construction is complete.

(17)

No tract owner will be allowed to install a sewer drain field in the areas shown on the subdivision plat as restricted, 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.

(18)

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

(19)

No lot as presently platted in said subdivision may be re-subdivided.

(20)

There shall be provided and permanently maintained on the premises of each lot parking space for not less than two (2) vehicles. There shall be no parking on the gravel road within the subdivision.

154

IN WITNESS WHEREOF, the Declarants have executed this
 "Declaration of Protective Covenants for Piney South Subdivision"
 this 22nd day of June, 1978.

John E. Hanft
 JOHN E. HANFT

Helen L. Hanft
 HELEN L. HANFT

Larry E. Hanft
 LARRY E. HANFT

Vicki D. Hanft
 VICKI D. HANFT

STATE OF WYOMING)
) SS
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this
22nd day of June, 1978, by JOHN E. HANFT and
 HELEN L. HANFT, husband and wife.

WITNESS MY HAND AND OFFICIAL SEAL.

Mildred K. Johnson
 Notary Public

My Commission expires: Jan. 2, 1979.



STATE OF WYOMING)
) SS
 COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this
22nd day of June, 1978, by LARRY E. HANFT and
 VICKI D. HANFT, husband and wife.

WITNESS MY HAND AND OFFICIAL SEAL.

Mildred K. Johnson
 Notary Public

My Commission expires: Jan. 2, 1979.

