

RECORDED AUGUST 9, 1990 BK 336 PG 56 NO 62691 RONALD L. DAILEY, COUNTY CLERK

1988 AMENDMENT OF THE PROTECTIVE COVENANTS  
OF THE  
BIG HORN RANCH SUBDIVISION  
BIG HORN, SHERIDAN COUNTY, WYOMING

WHEREAS, Covenant Number 20 of the Protective Covenants for the Big Horn Ranch Subdivision, Big Horn, Sheridan County, Wyoming provides "These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of 75% of the lots in Big Horn Ranch Subdivision," and

WHEREAS, the undersigned owners of more than 75% of the lots in the Big Horn Ranch Subdivision desire to amend the Protective Covenants for the Big Horn Ranch Subdivision, and

WHEREAS, it is the intention of the undersigned owners of more than 75% of the lots in the Big Horn Ranch Subdivision that the amended covenants as set out herein be and are for the benefit of the entire subdivision and for the benefit of each owner of land therein, and that these amended covenants shall run with the land and inure and pass with this property and each and every parcel of land therein, and that these amended covenants shall be binding on all owners of land in this subdivision and their successors in interest, regardless of how that interest is acquired.

NOW THEREFORE, the Protective Covenants for the Big Horn Ranch Subdivision, Big Horn, Sheridan County, Wyoming are amended to read as follows:

PURPOSE

This instrument contains the effective Protective Covenants for all of the lands in the Big Horn Ranch Subdivision, Sheridan County, Wyoming. It is the intention of the owners of the lots of the Big Horn Ranch Subdivision, expressed by its execution of this instrument, that the lands shall be developed and maintained as a highly desirable rural residential area. It is the purpose of these covenants that the present natural beauty, growth, native setting and surroundings shall always be protected insofar as possible in connection with the uses and structures permitted by this instrument.

PROTECTIVE COVENANTS

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 lot. Each garage, outbuilding or structure that is detached from the principal dwelling shall be located, insofar as possible, to protect the rights of adjacent landowners to preserve the native setting and natural beauty of their land. Every effort shall be made to keep such structures attractive and painted and concealed from general view to the extent possible.

3. No building 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 Architectural Control Committee. No fence or wall shall be erected, placed or altered on any site and no substantial changes shall be made in the landscaping unless approved by the Architectural Control Committee.

4. The principal dwelling shall have a minimum fully enclosed ground area devoted to living purposes, exclusive of porches, terraces, and garage of 1100 square feet, except that where the said principal dwelling is a 1 1/2 or 2-story dwelling, the minimum may be reduced to 1000 square feet of ground floor area, provided that the total living area of the 1 1/2 or 2-story is not less than 1600 square feet. A tri-level dwelling shall have a minimum of 1400 square feet of finished living area on the two upper levels.

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. No building shall be located on any building plot nearer than 80 feet to the front lot lines, or nearer than 50 feet to an interior building plot line or rear lot line. For the purpose of the covenants, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a building plot to encroach upon another building plot.

9. No animals, livestock or poultry shall be raised, bred or kept for any commercial purpose on any lot; goats and swine are expressly forbidden and none shall be kept at any time on any lot for any purpose. Over-grazing shall be prohibited. Approval by the Architectural Control Committee is expressly required for the erection and maintenance of buildings for livestock.

10. Stallions, bulls, or rams must be confined in a corral or like enclosure at all times.

11. No portion of the property shall be used or maintained as a dumping ground for rubbish, 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.

12. No noxious or offensive activities shall be carried on upon any lot or subdivision road or portion thereof, 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. Persistent noise, including howling or barking dogs and continual vehicular racing, will not be permitted. Hunting of any kind on any part of the subdivision is forbidden. No discharge of firearms will be allowed in the Big Horn Ranch Subdivision.

13. Any new fence construction must be of steel, treated, or painted fence posts. If poles are used, they must be peeled and lumber must be stained or painted. Adequate wire must be used. Fences shall not obstruct riding paths or recreation areas, unless written permission is obtained from the Architectural Control Committee and such permission shall be subject to revocation at any time in the sole discretion of the Architectural Control Committee.

14. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

15. No lot within the Big Horn Ranch Subdivision shall be re-subdivided.

16. All domestic water wells shall be located a minimum of 100 feet from any sewer leach field and a minimum of 50 feet from any property line.

17. All sewer systems must be approved by the Architectural Control Committee prior to construction and must comply with Public Health Standards. All sewer systems shall be placed a minimum of 50 feet from any property line. All sewer system construction must be inspected and approved by the Architectural Control Committee prior to covering. At any time that a central sewer system should become available to the Big Horn area, all lot owners in the Subdivision will be required to convert and subscribe to that service.

18. Easements and right of way as shown on the recorded plat are hereby reserved in this Subdivision for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephones, sewer, water 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.

19. These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of 75% of the lots in Big Horn 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 adopted or last amended. These covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 75% of the then owners of the lots

has been recorded, agreeing to change said covenants in whole or in part.

21. Recreation areas and riding paths are for the enjoyment of all lot owners.

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 lot. The owner of each lot shall be responsible for installing the utilities on their lot, said installation to be at the cost of the owner of such lot.

23. No lot owner shall place upon his lot a swimming pool, filter tanks, fuel oil tanks or similar tanks which may be visible from the roads. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining lots. Protective enclosures to screen the above must be approved by the Architectural Control Committee as part of the plans for the improvements to be located on the lot. No towers or radio or television antennae higher than 20 feet above the highest roof line of the dwelling house shall be erected and all such towers and antennae must be attached to the dwelling house. Satellite dishes shall be located, insofar as possible, to protect the rights of adjacent lot owners to preserve the native setting and natural beauty of their land.

24. All exterior lighting and standards must be approved by the Architectural Control Committee.

25. 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 road right of way.

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. The Architectural Control Committee must approve structures of this type.

27. Culverts shall be a minimum of 15 inches in diameter or that allowed for merging driveways into County approved roads and across road barrow pits.

28. The Architectural Control Committee hereby reserves to itself, its successors and assigns, perpetual easements across lands in the Big Horn Ranch Subdivision, along all irrigation and drainage swales and ditches presently in existence (or hereafter constructed or confined with the consent of the land owners 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 on any lots or tracts therein. The Architectural Control Committee similarly reserves to itself, its successors and assigns, the right to irrigate and go on all such lands at all reasonable times for the purpose of preserving and maintaining the natural beauty.

29. No motor vehicles of any kind shall be allowed in the recreation areas or riding trails of said Big Horn Ranch Subdivision.

30. The Architectural Control Committee shall have the sole and exclusive right and authority to determine compliance with and enforce the covenants contained herein and shall have authority to vary the limitations provided by these covenants to the extent of 10 per cent thereof.

31. All roads within the Subdivision will be constructed with gravel surfacing by P and P Enterprises, Inc. 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.

32. Recreation areas and riding paths are for the enjoyment of tract owners and any maintenance, improvement or repair required shall be done on an equal share-of-the-cost basis.

33. Upon 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 then 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, the Architectural Control Committee may 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-day notice period. In the event suit is required to collect any sum 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 the Architectural Control Committee in bringing such an action.

34. 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.