2017-737295 9/7/2017 10:53 AM PAGE: 1 OF 4
BOOK: 569 PAGE: 20 FEES: $21.00 PK AMENDED COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS OF SOUTH HOME RANCH FIRST ADDITION SHERIDAN COUNTY, WYOMING

This amendment dated the 7 day of September, 2017 made by the owners of seventy-five percent (75%) or more of the lots in the South Home Ranch First Addition Subdivision, hereinafter referred to as "Owners,"

WITNESSETH:

WHEREAS, a Declaration of Protective Covenants for South Home Ranch First Addition dated the 18th of May, 1979 was filed for record on May 18, 1979 in Book 240 of Deeds at page 99 in the Office of the County Clerk and Recorder of Sheridan County, Wyoming, hereinafter referred to as "Declarant"; and

WHEREAS, a First Amendment to the Declaration of Protective Covenants dated the 19th day of September, 1979 was filed for record on September 19, 1979 in Book 243 of Deeds at page 37 in the Office of the County Clerk and Recorder of Sheridan County, Wyoming; and

WHEREAS, a Second Amendment to the Declaration of Protective Covenants dated the 18th day of October, 1979 was filed for record on October 18, 1979 in Book 243 of Deeds at page 479 in the Office of the County Clerk and Recorder of Sheridan County, Wyoming; and

WHEREAS, a Third Amendment to the Declaration of Protective Covenants dated the 25th day of March, 1983 was filed for record on March 25, 1983 in Book 274 of Deeds at page 26 in the Office of the County Clerk and Recorder of Sheridan County, Wyoming; and

WHEREAS, a Fourth Amendment to the Declaration of Protective Covenants dated the 23rd day of April, 1999 was filed for record on April 26, 1999 in Book 405 at page 65 in the Office of the County Clerk and Recorder of Sheridan County, Wyoming; and

WHEREAS, the Owners desire that all articles in said Declaration of Protective Covenants be amended in their entirety as hereinafter provided;

NOW, THEREFORE, Article 19 of the Declaration of Protective Covenants dated May 18, 1979 provides that said Covenants may be amended or altered by lot owners within the subdivision who own seventy-five percent (75%) of the lands within the subdivision and the undersigned as one of the owners of the lots within said Subdivision hereby certifies that by written vote of more than seventy-five percent (75%) of the lot owners of South Home Ranch Subdivision First Addition approved the amendments and are on file with the Secretary of the Homeowners Association, hereby declare as follows:

DECLARATION OF PROTECTIVE COVENANTS for SOUTH HOME RANCH FIRST ADDITION SHERIDAN, WYOMING

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. Authority. The owners of said lots shall elect an Architectural Control Committee (ACC) consisting of three members who shall act as the approving agency for the provisions of these covenants.
3. Term. 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 (75%) of the then owners of the lots and recorded.
4. Subdivision. There will be no re-subdividing of any tract in the subdivision.
5. Easements and rights of way.
   A) 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, telephone, sewer, water, cable television facilities or other public or quasi public utility service purposes, together with the right of ingress, egress and aggress at any time for the purpose of further construction and repair.

B) The Subdivision reserves to itself perpetual easements across such land in the South Home Ranch Subdivision First Addition 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 irrigation systems and the ditches for the proper irrigation and drainage of all meadow lands or any lots or tracts therein.

6. Utilities. 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.
7. Location. South Home Ranch Subdivision First Addition 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 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. All tract owners should, prior to construction of any dwelling on the subdivision, be aware that certain sound-proofing guidelines do exist for the benefit of the dwelling owners. These said guidelines can be obtained at the office of the Sheridan County Planning Agency, Sheridan, Wyoming.
8. Amendment. These restrictions and covenants may be amended or altered at any time provided that a minimum of 23 votes cast by ballot have been returned by the deadline and, of those cast, seventy-five (75%) of the owner or owners of the lots approve. Two (2) days notification shall be provided to all owners prior to the vote deadline as to which owners have not voted.
9. Variance. The ACC 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.
10. Purpose of Property.
    A) No tract or lot shall be used except for residential purposes and no business of any nature whatsoever shall be conducted on the premises.
    B) No more than one single family structure is permitted on any lot as designated above.
    C) No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling with necessary garages or outbuildings.
    D) 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.
    E) 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 exclusive of porches, carports or garages.
    F) No dwelling shall be occupied until the exterior construction is entirely completed.
11. Permitted Structures.
    A) All buildings shall be new construction.
    B) 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 ACC must approve or disapprove structures of this type.
    C) Necessary buildings, corrals, water facilities and other structures for the purpose of keeping livestock for family recreation shall be permitted on any tract.
    D) 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 ACC.
    E) The Architectural Control Committee's approval is expressly required for the erection and maintenance of buildings for livestock.
    F) 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.
    G) No building shall be stored on any lot for a period of longer than ninety (90) days unless substantial construction is actually in progress.
    H) Elevated tanks higher than ten (10) feet above the ground shall not be erected or permitted upon any lot.
    I) 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.
    J) Culverts shall be a minimum of eighteen (18) inches in diameter or that allowed for merging driveways into County approved roads and across road barrow pits.
    K) All areas disturbed by constructions shall be returned to natural conditions and replanted

with suitable ground cover.

L) Every effort shall be made to keep such structures attractive and painted and concealed from general view to the extent possible.

12. Septic Systems. 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 the ACC. All systems shall be installed by the tract owners and must comply with public health standards.
13. Rubbish.
    A) No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage and other wastes.
    B) Trash, garbage and other wastes shall be kept in sanitary containers.
    C) All incinerators or other equipment for storage or disposal of such material shall be kept in clean and sanitary condition.
14. Parking.
    A) Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residence.
    B) No parking shall be allowed within the boundaries of any road rights-of-way.
    C) 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 of said lot and passing through the corner lot of the residence furthest 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 furthest therefrom.
15. Exterior Lighting. Property owners shall be allowed to install exterior lighting for use during night hours as needed. Exterior lighting must be mounted on existing structures and cannot exceed the height of said structures. Said lighting shall be directed in such manner as not to disturb neighboring properties and shall be turned off when not needed. No pole mounted, free-standing, continuously illuminated lighting shall be permitted within the subdivision. The Architectural Committee's approval is expressly required for the installation of all exterior lighting.
16. Animals. 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.
17. Gardens. A family garden is permissible but no additional ground shall be broken for commercial farming purposes.
18. Fencing and Landscaping.
    A) 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 ACC.
    B) 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. A lot must be fenced by the owner of said lot prior to allowing livestock to roam or graze upon it.
19. Signs. 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.
20. Prohibited Activity.
    A) No noxious or offensive activity shall be carried on upon any lot nor shall anything be done which may be or may become an annoyance or nuisance to the owner of any other portion of the Subdivision.
    B) Hunting of any kind on any part of the Subdivision is forbidden.
    C) The discharge of firearms on any part of the Subdivision is specifically prohibited.
    D) No open fires shall be permitted.
21. Irrigation Water Supply System.
    A) Reserved Rights. All water rights, ditch rights, well rights or reservoir rights owned by Declarant in conjunction with the ownership of the lands within the subdivision which are not required to provide a continuous and adequate supply of water for the irrigation system, as hereafter provided, are hereby reserved to Declarant and shall not pass to the Architectural Control Committee or any successors in interest to the lots within the subdivision.
    B) Easements and rights of way for irrigation pipelines and ditches are reserved on the Plat. Water for irrigation purposes will be delivered to each lot in a non-pressurized pipeline or ditch and each lot owner may develop a pressure system for distribution of irrigation water

from the point of delivery to the remainder of his lot. Declarant anticipates installing a pressurized irrigation system on adjacent lands at some future date. If this system is installed, owners of the lots in South Home Ranch First Addition shall have the right through their Architectural Control Committee to pressurize the subdivision irrigation system on a mutually agreed upon share of the cost basis.

C) Water supplied through the irrigation system shall be used only for normal lawn, garden, tree, shrubbery and livestock watering purposes, as permitted by these covenants, and shall not be used for any other domestic or other purpose.

22. Assessments.
   A) From the date of closing of the purchase, each lot owner, his successors and assigns, shall be responsible for all costs of maintenance, repair or capital improvements to the irrigation water system in the subdivision. Expenses incurred for such maintenance, repair or improvements shall be prorated equally between the lot owners.
   B) The Architectural Control Committee shall be responsible for maintenance, repair or improvements to the roads and shall assess the lot owners for the costs thereof.
   C) The Architectural Control Committee shall assess each lot owner his proportionate share of the cost of maintenance, repair and improvements. Assessments shall be by written notice directed to the lot owner and payment is due within ten (10) days after receipt of the notice. Failure to pay within said ten (10) days shall result in termination of water service to the delinquent lot and in addition, the ACC shall have all rights and remedies provided in the Declaration of Protective Covenants for the South Home Ranch First Addition.
23. Compliance and Remedies.
   A) The ACC 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.
   B) 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.
   C) If said violation is not so corrected or payment is not made, the ACC may re-enter and take possession of the violator's premises and correct the violation.
   D) 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.
   E) 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.
24. Invalidation. 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.

Dated this 7 day of September, 2017.

Michael T. Naus, President and Chairman of the Architectural Control Committee
South Home Ranch Subdivision First Addition Homeowners Association

STATE OF WYOMING)
) ss
County of Sheridan)

The foregoing instrument was acknowledged before me this 7 day of September, 2017 by Michael T. Naus.

DIANE BAKER - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES JULY 7, 2019

Notary Public

My commission expires: July 7, 2019