

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

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THIS AMENDMENT OF DECLARATION OF PROTECTIVE COVENANTS made this day by P & P ENTERPRISES, INC., a Wyoming corporation with principal offices in Sheridan, Wyoming, hereinafter referred to as Declarant;

WITNESSETH:

WHEREAS, P & P Enterprises, Inc., as the developer and Declarant has heretofore filed in the Office of the County Clerk and Recorder of Sheridan County a Declaration of Protective Covenants for South Home Ranch First Addition, Sheridan County, Wyoming, dated May 18, 1979, which Declaration of Protective Covenants was filed on May 18, 1979 in Book 240 of Deeds at Page 99; and

WHEREAS, the developer and Declarant desires to amend Paragraph 18 relating to the domestic and irrigation water source and supply; and

WHEREAS, P & P Enterprises as Declarant is the owner of all of the lots within said subdivision and pursuant to the aforementioned Declaration is entitled to amend said covenants;

NOW, THEREFORE, Paragraph 18 of the Declaration of Protective Covenants for South Home Ranch First Addition is hereby amended as follows:

18. Domestic and Irrigation Water Supply Systems:

I. 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 domestic and irrigation systems, 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.

II. Domestic Water Supply System:

A. Declarant has drilled four wells in the South Home Ranch First Addition to provide a domestic water source and supply to each lot. Filed with this Amendment is an amendment to the Plat indicating the number, location and the lot each well will serve. They are as follows:

Well No. 1 serves Lots 1 - 4 and 10 - 13
 Well No. 2 serves Lots 5 - 9
 Well No. 3 serves Lots 14 - 16 and 24 - 27
 Well No. 4 serves Lots 17 - 23

B. Each well system includes well casing, a well pump, two 1000-gal. storage tanks, a manhole housing, and a pressure pump and is connected to a curb stop at each lot. Lot purchasers shall be responsible for extending water lines from the curb stop to the residence. Water from these multi-resident wells shall be used for in-house domestic purposes only and any other usage is expressly forbidden. Specifically, no water from this domestic supply shall be used for any outside irrigation.

C. Declarant guarantees the water supply in each well for a period of one year from the date of this amendment. This guaranty is limited to the water supply and does not extend to maintenance and repair of the system. After one year the lot owners shall be responsible for any failure in the water supply.

III. Irrigation Supply System:

A. Basements 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.

B. 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.

IV. Maintenance, Repair and Capital Improvements:

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 either the domestic water or irrigation water systems in the subdivision. Expenses incurred for such maintenance, repair or improvements shall be prorated equally between the lot owners. Only lot

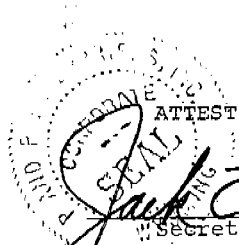
owners served by a domestic well shall be assessed for the costs of maintenance, repair or capital improvements to the well which services their lot.

B. No capital improvements of either the domestic water supply or the irrigation supply system shall be undertaken until seventy-five (75) percent of the lot owners within the subdivision, or in the case of the domestic supply system, seventy-five (75) percent of the owners of the lots served by the well to be improved, approve and authorize such capital improvements.

C. Until the appointment of the Architectural Control Committee, Declarant 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 Declarant, its successors and assigns, shall have all rights and remedies provided in Paragraph 30 of the Declaration of Protective Covenants for the South Home Ranch First Addition.

All other provisions of the Declaration of Protective Covenants for the South Home Ranch First Addition, as set forth in the Declaration filed May 18, 1979 in Book 240 at Page 99, not in conflict with the provisions hereinabove set forth, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto set their hands this 19 day of September, 1979.

ATTEST:

Jack E. Elmer
Secretary

P & P ENTERPRISES, INC.

By Walter J. Pilch
President

STATE OF WYOMING)
) ss
County of Sheridan)

The foregoing First Amendment was acknowledged before me this 19th day of September, 1979 by Walter J. Pilch, as President of P & P Enterprises, Inc.

WITNESS my hand and official seal.

Gloria K. Powell
Notary Public

My Commission expires: November 22, 1982.

