

RECORDED MAY 4, 1972 BK 187 PG 124 NO 606747 B B HUME COUNTY CLERK

B I G H O R N R A N C H S U B D I V I S I O N

SUBDIVIDER: P AND P ENTERPRISES, INC.

DESIGNER: WALTER J. PILCH AND ASSOCIATES
SHERIDAN, WYOMING

DECLARATION OF PROTECTIVE COVENANTS FOR:

BIG HORN RANCH SUBDIVISION
Big Horn, Wyoming

THIS DECLARATION, made this day by P AND P ENTERPRISES, INC., a Wyoming Corporation, with principal offices at Sheridan, Wyoming, hereinafter referred to as Declarant,

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner of all lands embraced in the Subdivision known as Big Horn Ranch 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 by reference being specifically made a part hereof in all respects, as if fully set out herein; and

WHEREAS, the Declarant intends to sell all of the lots, tracts and parcels of land contained in said Big Horn Ranch Subdivision.

NOW, THEREFORE, all of the lots, parcels, tracts and portions of said property shall be held, transferred, sold or conveyed by Declarant, 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 Big Horn Ranch 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 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

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

(3)

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 undersigned owner or its assignee. 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 undersigned owner. At the time 75% of the lots in Big Horn Ranch Subdivision shall have been sold and conveyed by the undersigned owner, the purchasers of said lots shall elect an architectural control committee consisting of three members who shall then replace the undersigned owner as the approving agency for the provisions of these covenants.

(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 1½ 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 1½ 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 these 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 tract; goats and swine are expressly forbidden and none shall be kept at any time on any tract for any purpose. In order to prevent overgrazing, livestock shall be kept in a small corral of not to exceed twenty percent of the lot size and only allowed to occasionally graze in remaining native grass area owned and fenced by owner. A family garden not to exceed 600 square feet is permissible, but no additional ground shall be broken for farming purposes. The Architectural Control Committee's or owner's approval 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 while within the limits of the above mentioned subdivision.

(11)

No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage, and other wastes. Trash,

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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 activity shall be carried on upon 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; except in designated recreation areas. No discharge of firearms will be allowed in the Big Horn Ranch Subdivision, except in recreation areas.

(13)

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. New wire must be used. Fences shall not obstruct riding paths or recreation areas.

(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)

There will be no re-subdividing of any tract in the Subdivision.

(16)

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 10% of the requirements, and shall have the right to enforce these covenants.

(17)

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.

(18)

All sewer systems must be approved by P and P Enterprises, Inc. 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 P and P Enterprises, Inc. or its successor in interest prior to covering. At any time that a central sewer system should become available to the Big Horn area all tract owners in the Sub-division will be required to convert and subscribe to that service.

(19)

Easements and rights 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.

(20)

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.

(21)

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 75% of the then owners of the lots has been recorded, agreed to change said covenants in whole or in part.

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(22)

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.

(23)

Recreation areas 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.

(24)

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.

(25)

No property owner shall place upon his premises, swimming pool filter tanks, fuel oil tanks or similar tanks which may be visible from the street. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining tracts. Protective enclosures to screen the above must be approved by the Subdivider as a part of the plans for the improvements to be located on the property. 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.

(26)

All exterior lighting and standards must be approved by P and P Enterprises, Inc.

(27)

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.

(28)

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 P and P Enterprises, Inc. must approve or disapprove structures of this type.

(29)

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

(30)

P and P Enterprises, Inc. hereby reserves to itself, its successors and assigns, perpetual easements across such land 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 or any lots or tracts therein. P and P Enterprises, Inc. 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.

(31)

No motor vehicles of any kind shall be allowed in the Recreation Areas of said Big Horn Ranch Subdivision.

(32)

Owner and its successor 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 improvement, maintenance, and repair, of all roadways and recreational areas. 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

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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, Owner or its successor, 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 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 Owner or its successor in bringing such action.

(33)

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.

IN WITNESS WHEREOF, the Declarant has executed this "Declaration of Protective Covenants for Big Horn Ranch Subdivision" this 12th day of April, 1972.

P AND P ENTERPRISES, INC.

By Walter J. Piller
President


Secretary

STATE OF WYOMING)
 : ss.
COUNTY OF SHERIDAN)

On this 12th day of April, 1972, before me personally appeared WALTER J. PILCH, to me personally known, who, having been by me first duly sworn, did say: That he is the President of the Corporation described in and which executed the foregoing instrument; that the Seal affixed to said instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said Walter J. Pilch acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this Certificate first above written.

[Handwritten Signature]
Notary Public

My Commission Expires April 1, 1973



My Commission expires: _____

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