

452

RECORDED NOVEMBER 12, 1992 BK 354 PG 452 NO 124178 RONALD L. DAILEY, COUNTY CLERK
DECLARATION OF PROTECTIVE COVENANTS
LOT NOS. 3-8
PILCH SUBDIVISION
SHERIDAN COUNTY, WYOMING

This Declaration of Protective Covenants is made this 22 day of September, 1992, by W. J. PILCH & ASSOCIATES, THOMAS J. PILCH and MICHAEL J. PILCH, of Sheridan County, Wyoming (hereinafter collectively referred to as "Declarant").

WHEREAS, Declarant is the present owner of Lots 3-8 of Pilch Subdivision, a platted and approved subdivision located in Sheridan County, Wyoming. The plat of Pilch Subdivision is recorded in the Office of the Sheridan County Clerk and Ex-Officio Recorder of Deeds and the Plat is incorporated into this Declaration of Protective Covenants and is specifically made a part hereof in all respects.

WHEREAS, Declarant intends to sell some or all of the lots contained in Pilch Subdivision.

WHEREAS, all of Lots 3-8 of Pilch Subdivision shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant subject to the following easements, restrictions, reservations, covenants and conditions, which are for the purpose of protecting the value and the existing natural beauty of, and which shall run with the real property and be binding upon all parties having any right, title or interest in the described premises, or any part thereof, and their respective heirs, successors and assigns.

WHEREAS, these Protective Covenants are imposed upon the described premises as an obligation or charge against the same for the benefit of each and every lot in the Pilch Subdivision and the owner or owners thereof. Each and every owner of land in this subdivision shall have a right to enforce the following Protective Covenants, which are imposed upon each and every lot in the Pilch Subdivision.

1. Lots Affected. These Protective Covenants shall affect and be binding upon Lots 3-8, inclusive, of Pilch Subdivision, provided, however, that Paragraph 28 below, which governs the administration of irrigation, shall be binding upon Lots 1-9, inclusive.

2. Use of Lots. No lot shall be used except for residential purposes. It shall be permissible to operate a family business from within an owner occupied single family dwelling located upon the Subdivision, however, written permission must be obtained from Declarant or the Architectural Control Committee prior to the starting of the business. The type and scope of the business will be the determining factor in granting or withholding permission to operate. No exterior signs identifying the business may be located on the lot. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling with necessary and incidental garages and outbuildings. All buildings shall be of new construction.

3. Approval of Construction.

(a) 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 Declarant or, when formed, the Architectural Control Committee. No fence or wall shall be erected or placed on any lot nor shall substantial changes to the natural landscape be made unless approved in writing by Declarant or the Architectural Control Committee.

(b) Declarant or, when formed, the Architectural Control Committee, shall have thirty (30) days after receipt of construction plans in which to approve or disapprove in writing such plans and specifications. In the event plans or

specifications are rejected because of non-compliance with the Protective Covenants of the subdivision, the reason therefor shall be stated in writing. The person submitting plans or specifications shall have a right to make application to the Declarant or, when formed, the Architectural Control Committee for review of its decision, and such applicant may request variance from the Protective Covenants and restrictions provided for herein.

4. Minimum Square Footage. The ground floor (first floor) area of the single family dwelling, exclusive of porches, carports or garages shall not be less than 1,300 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 2,000 square feet of floor area exclusive of porches, carports, or garages. No residence shall be erected unless it has a private attached or semi attached garage.

5. Occupancy. No dwelling shall be occupied until the exterior construction is completed.

6. Outbuildings - Building Materials. No structure of a temporary character, trailer, basement, tent shack, garage or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No building or building materials shall be stored on any lot for a period of longer than ninety (90) days unless substantial construction is actually in progress.

7. Set Back Requirements. Each building on a lot shall have minimum set back distances measured from the lot lines to the nearest wall of such structure as follows:

- (a) Front setbacks - fifty (50) feet.
- (b) Rear setbacks - twenty (20) feet.
- (c) Side setbacks - twenty (20) feet.

8. Pets and Livestock. No birds, dogs, pets, animals or livestock of any kind shall be kept, raised or cared for on a commercial basis within said Lots 3-8, except under the terms of such agricultural or grazing lease, or leases, as may be made by the Declarant or the Architectural Control Committee. Any dog, cat or other pet which may be kept shall not become a public nuisance. No pet shall at any time be permitted to run at large, and all pets shall be kept either in the dwelling, in approved enclosures or on the owner's lot. No horses may be kept or pastured within the subdivision. Horses may be ridden within the subdivision except on pavement or irrigated field.

9. Trash and Garbage. No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage and otherwise. 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 clean and sanitary condition. No open fires shall be permitted.

10. Offensive Activity. 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 lot. Hunting of any kind on any part of the lots is forbidden. The discharge of firearms on any part of the lots is specifically prohibited.

11. Signs and Fences. No signs, billboards, posters or advertising devices of any kind of character shall be erected or

displayed upon any lot except approved signs displayed to identify the occupants of a dwelling or resale signs which shall not exceed four square feet in the area. All fences or hedges or walls of any kind erected or placed upon any lot must be approved by the Board of Directors, and shall be of quality materials and erected and maintained in such a manner so as not to otherwise detract from the appearance of the property. Fences erected on a common property line should have the approval and endorsement of both property owners prior to construction.

12. Re-subdivision. There will be no re-subdivision of any lot.

13. Sewage Systems. No sewage 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 Department of Environmental Quality and/or the Sheridan County Engineering Office. All systems must comply with public health standards. All lot owners shall plumb their house to the front of the lots for future connection to public sewer if and when available.

14. Easements. Ten (10) feet easements and rights of way along each lot line are hereby reserved in these lots 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 egress at any time for the purpose of further construction and repair. An additional fifteen (15) feet construction easement is reserved along lot lines adjacent to public roads for road purposes, and sewer and water mains. All easements apply to utilities placed in the Subdivision only.

15. Domestic Water. All lots will be served by a public water system. Lot owners shall pay all assessments to the water supply company.

16. Irrigation Supply Systems. Declarant shall construct a piped irrigation system to Lots 3-8, inclusive, which will serve each lot with an irrigation service. The system will be constructed from a lateral from the Alliance Ditch Lateral under low pressure. Each lot owner may pressurize the delivery of water from his supply, not to exceed quantities allowed by water rights on each lot. The Declarant will assign all rights and stock attached to Lots 1-9 from the Alliance Ditch Lateral Company and all rights and stock in the Dome Reservoir Company to the Irrigation Control Committee once the Irrigation Control Committee is formed pursuant to Paragraph 28 below. Costs incurred in the repair, maintenance and upkeep of the irrigation system along with ditch fees shall be paid by all lot owners who at the time of assessment are in a position to be serviced by said system. Assessment for these fees shall be done through Declarant until such time as the Irrigation Control Committee is formed. In the event a lot owner does not pay the assessment within ten (10) days of notification, then Declarant or the Irrigation Control Committee shall have the right to suspend irrigation service to that lot until such time the assessment is paid in full.

17. Replanting. All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover as soon as reasonably possible.

18. Utilities. All utilities to the lots 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 will be responsible for installing the utilities on their lot, said installation to be at the cost of the owner of such lot.

19. Tanks. Elevated tanks higher than ten (10) feet above the ground shall not be erected or permitted upon any lot.

20. Towers. No towers or radio or television antennas higher than twenty (20) feet above the highest roof line of the dwelling shall be erected on any residential lot. All such towers and antennas must be attached to the dwelling.

21. Access. Access to Lots 3-8 from a public highway shall comply with Wyoming Highway Department requirements.

22. Parking.

(a) Off-street parking for at least two vehicles shall be provided on each lot. Only motor vehicles capable of being moved under their own power may be parked upon the streets of the subdivision, and they shall remain so parked only for reasonable periods of time. No street or other open area shall be used for the purposes of dismantling or repairing of any vehicle, and unregistered or inoperable vehicles may be parked and kept only within an enclosed garage.

(b) No parking shall be allowed within the boundaries of any road rights-of-way. No trailers, campers, motor homes, boats, snowmobiles, 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 extends from the front portion of the house to the back of the lot.

23. Motor Vehicles.

(a) All motorcycles and motorcycle type of transportation (including, but not limited to motorbikes, trail bikes, all and any all-terrain vehicles) as well as all snow machines, recreational vehicles, trucks, pick-ups, automobiles and vehicles of any kind, must obey all posted speed limits, comply with legal licensing requirements (both as to the vehicle and the driver or operator thereof) must comply with and obey all laws, rules and regulations of the State of Wyoming and the County of Sheridan relating to the ownership, licensing, operation and use of the foregoing means of transportation, whether on the public highways, or on the common ground within the subdivision or on individually owned lots; it being the intention of these Covenants to make such laws, rules and regulations applicable to the ownership, licensing, operation and use of such modes of transportation, regardless of whether such operation takes place on public or private property within the subdivision.

(b) Motorcycles, all-terrain and similar recreational type vehicles, motorbikes, trail bikes and snow machines and snow vehicles of all types may be used only to enter and exit from the public roads to an individual lot, and the same shall be accomplished only along the dedicated public streets and in full accordance with all applicable laws relating to speed, safety noise and general operation thereof; it is strictly prohibited to operate such motorcycles, all-terrain and similar recreational type vehicles, motorbikes, trail bikes, and snow machines and snow vehicles of all types in a recreational manner or in any unsafe, noisy or offensive manner on or in the conclusion (whether on public streets, common ground or individually owned lots) and the operation thereof shall strictly be limited to ingress and egress as stated above. In addition, all vehicles of any kind shall be

operated at noise level which are at least as quiet as factory noise level.

24. Reservation of Irrigation Easement. Declarant hereby reserves to itself, its successors and assigns, perpetual easements across such land in the Lots along all easements indicated on the plat and all irrigation and drainage swales and ditches presently in existence (or hereafter constructed or defined 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 therein.

25. Enforcement. Declarant and its successor, the Architectural Control Committee, shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein. 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. If said violation is not 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 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 to all attorney's fees and costs incurred by owner.

26. Lien. The Declarant and, when constituted, the Architectural Control Committee and the Irrigation Control Committee, or their successors, shall have a lien against each lot to secure the payment of any assessment provided for herein, plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorneys fees. The lien may be foreclosed in the manner provided for the foreclosure of real estate mortgages in the State of Wyoming.

27. Formation of Architectural Control Committee.

(a) At such time as 75 percent of Lots 3-8 in the subdivision have been sold by Declarant, or at such sooner time as Declarant may elect, owners of lots in the subdivision shall elect an Architectural Control Committee consisting of three (3) members, which shall replace the Declarant as the approving and enforcing agency for the purpose of these Protective Covenants, provided, however, that administration of irrigation for the entire subdivision shall be governed by Paragraph 28 below.

(b) The Architectural Control Committee shall be formed as follows: the members of the Architectural Control Committee must be owners of lots in the subdivision. The three nominees receiving the most votes shall serve as members of the committee. Owners of lots in the subdivision shall have one vote per lot owned. Joint owners of a lot shall only have one vote.

(c) Elections for the Architectural Control Committee shall be conducted annually, and upon the death or resignation of any member of the Architectural Control Committee, the remaining members shall have authority to designate a successor who shall remain on the committee until the next annual election. Elections to the Architectural Control Committee shall be held during the month of March of each year at a meeting called for that purpose. Notice of the meeting shall be mailed to all property owners within the subdivision at their last known addresses.

(d) Decisions of the Architectural Control Committee shall be made by a majority vote. In the event of a deadlock in the Architectural Control Committee, the question shall be resolved by a vote of the owners of all lots in the subdivision based on one vote per acre of land owned.

28. Irrigation Control Committee.

(a) At such time as all of lots 3-8 in the subdivision have been sold by Declarant, or at such earlier time as Declarant may elect, owners of lots in the subdivision shall elect an Irrigation Control Committee consisting of three (3) members, which shall replace the Declarant as the approving and enforcing agency for the Irrigation of the entire subdivision, consisting of lots 1-9.

(b) The Irrigation Control Committee shall be formed as follows: the members of the Irrigation Control Committee must be owners of lots in the subdivision. The three nominees receiving the most votes shall serve as members of the committee. Owners of lots in the subdivision shall have one vote per acre of land owned. Joint owners of a lot shall only have one vote per acre owned.

(c) Elections for the Irrigation Control Committee shall be conducted annually, and upon the death or resignation of any member of the Irrigation Control Committee, the remaining members shall have authority to designate a successor who shall remain on the committee until the next annual election. Elections to the Irrigation Control Committee shall be held during the month of March of each year at a meeting called for that purpose. Notice of the meeting shall be mailed to all property owners within the subdivision at their last known addresses.

(d) Decisions of the Irrigation Control Committee shall be made by a majority vote. In the event of a deadlock in the Irrigation Control Committee, the question shall be resolved by a vote of the owners of all lots in the subdivision based on one vote per acre of land owned.

29. Invalidity. In the event any one of the covenants or restrictions contained herein, or any portion thereof, is invalidated by a judgement or Court order, the remaining provisions shall remain in full force and effect.

30. Amendment. These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of 75 percent of the lots in the developed stages of the Subdivision. Each lot constitutes one vote.

31. Binding Effect. These Protective Covenants shall be binding upon and enure to the benefit of each owner of lots within the subdivision, and the heirs, personal representatives, successors and assigns of each of them.

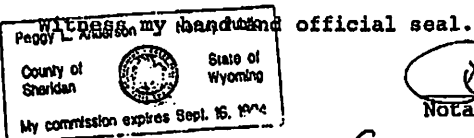
IN WITNESS WHEREOF, the Declarant have executed this "Declaration of Protective Covenants for Plich Subdivision" as of the year and date first above written.



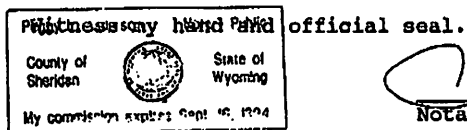
W. J. Pilch & Associates

By: Walter J. Pilch
Walter J. Pilch, PresidentBy: Olga M. Pilch
Olga M. Pilch, SecretaryBy: Thomas G. Pilch
Thomas G. PilchBy: Michael J. Pilch
Michael J. PilchSTATE OF WYOMING)
County of Sheridan) ss.

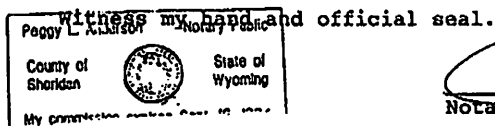
The foregoing instrument was acknowledged before me this 22nd day of Sept, 1992 by Walter J. Pilch and Olga M. Pilch as officers of W. J. Pilch & Associates, a corporation and owners of lots.

My commission expires: Sept 16, 1994STATE OF WYOMING)
County of Sheridan) ss.

The foregoing instrument was acknowledged before me this 22nd day of Sept, 1992 by Thomas J. Pilch as owner of lots.

My commission expires: Sept 16, 1994STATE OF WYOMING)
County of Sheridan) ss.

The foregoing instrument was acknowledged before me this 22nd day of Sept, 1992 by Michael J. Pilch as owner of lots.

My commission expires: Sept 16, 1994

Sept. 22, 1992