

DECLARATION OF  
RESTRICTIONS AND PROTECTIVE COVENANTSI. Preamble and General Provisions.

A. Sherman Hill Land Development, Inc., a Wyoming corporation, being the owner in fee simple of the lots hereinafter described in Sherman Hill Estates, Laramie, Albany County, Wyoming, does hereby make this declaration of protective covenants applicable to all of said described property.

B. The restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning lots in Sherman Hill Estates or claiming under them for a period of twenty years from the recording date of these restrictions and covenants, after which time said restrictions and covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to amend said covenants in whole or in part.

C. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages.

D. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

II. Restrictions and Protective Covenants.

A. Zoning. Blocks 15 and 16 of Sherman Hill Estates, are hereby declared to comprise Zone "R1" and shall consist only of single-family dwellings, which are hereby defined as dwellings in which one group of persons may reside and cook together on the premises, but shall not include a group of more than three individuals not related by blood, and which shall be designed for and used as one living and cooking facility.

B. Land Use and Building Type. No structure shall be erected, altered, placed or permitted to remain on any platted lot in an R1 Zone other than one-family dwellings, not to exceed twenty feet in height. No trailer, tent, shack, barn, temporary building, outbuildings, guest house or any house trailer or mobile home, except for licensed vacation trailers, shall be erected, used or permitted to remain on any of the lots without approval in writing from the Committee. No garage shall be constructed except as an integral part of the residence it is intended to serve.

C. Architectural Control. No buildings shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

D. Structure Quality and Size. No structure shall be permitted on any lot in Zone R1 in which the ground floor area of the main structure, exclusive of awnings, cornices, canopies, porches and garages, is less than 1,250 square feet in the case of a one-story structure, or less than 900 square feet in the case of a dwelling of more than one story; provided that the total area of both stories be not less than 1,500 square feet. In the case of a split-level house, the lower floor of which is not over 24 inches below the house grade, and where there is less than a story height difference in levels shall be taken as the ground floor area. A split-level house of three levels with one level directly above another shall be construed as a structure of more than one story. No buildings, outbuildings or structures of any kind that have been used in another location shall be moved

Onto any lot without the approval of the Committee. No buildings, outbuildings or structures of any kind shall be constructed or partially constructed from previously used materials, except for used brick or stone, where such material shall be exposed after building or structure is completed.

E. Lot Size and Building Location. No building shall be erected, placed or permitted to remain on any lot in Zone R1 where the wall line of such building, including porches, is less than 65 feet from the front property line or less than 15 feet from the side property lines, except that outbuildings on the rear one-third of the lot and not less than 100 feet from the front property line and not less than 5 feet from the side property line; and no lot may be decreased in size from its original frontage to less than 125 feet.

On corner lots the Committee shall determine which lot boundary line shall be designated as the front property line.

F. Signs. No sign of any kind shall be displayed to the public view on any lot except 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.

G. Livestock and Poultry.

(1) On lots in the R1 Zone, no cattle, pigs, sheep, poultry, goats or other animals shall be raised, bred or kept on any lot, except that horses, dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Not more than two horses, or two dogs may be kept on any one lot. All horses, dogs, cats and other household pets must be maintained on the premises and not permitted to run at large. Horses shall not be permitted on any lot unless the owner of the horses resides on that lot or upon any adjoining lot.

(2) No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly accumulations or objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any owner of any lot shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Committee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such a removal a lien shall arise and be created in favor of the Committee and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within 30 days after the owner is billed therefor.

(3) No activity shall be permitted which creates an offensive noise, vibration, dust, heat, smoke, noxious odor, glare or other objectionable influence.

H. Garbage and Refuse Disposal. Trash, garbage or other waste shall not be kept except in concealed sanitary containers. All equipment for the storage of such material shall be kept in a clean and sanitary condition.

I. Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements of the Committee. Approval of such systems shall be obtained from the Committee prior to installation.

J. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Committee. Approval of such system shall be obtained from the Committee prior to installation.

K. Lavatories and/or Toilets. All lavatories and/or toilets shall be built within the dwelling and connected with outside septic tank or cesspool until such time as a sewer system shall be maintained, at which time the owner agrees to connect said premises therewith and at his own expense.

L. Sight Distance at Intersections. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways

shall be placed or permitted to remain on any corner lot within the triangular area formed by the street lot property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-lines limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

M. Trucks, Tractors, Truck Trailers and Unlicensed Automobiles. No trucks of over one ton capacity or rating, tractors, truck trailers or unlicensed automobiles shall be placed or allowed to remain on any lot or street, except when kept in an enclosed garage.

N. Storage of Machinery, Equipment, Building Materials or Personal Property. No lot shall be used for the storage or parking of any type of machinery, equipment, building materials or personal property, except during periods of actual construction upon said lot.

111. Architectural Control Committee.

A. Membership. The Architectural Control Committee, sometimes herein referred to as the Committee, shall be initially composed of M. E. Denzin, 420 South 3rd Street, Laramie; F. O. Rice, 420 South 3rd Street, Laramie; and E. R. Garrison, 2311 Sheridan, Street, Laramie. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any members of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly-recorded written instrument, to change the membership of the Committee, and to reduce or restore to it any of its powers or duties.

B. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

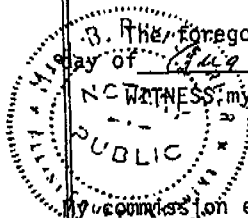
C. Approval of Plans and Improvements. For the purpose of further insuring the development of the lands so platted as an area of high standards, the committee reserves the power to control the buildings, structures, fences and other improvements placed on each lot, as well as to make such exceptions to these Restrictions and Protective Covenants as it shall deem necessary and proper.

Attest: SHERMAN HILL LAND DEVELOPMENT, INC.

*E. R. Garrison* Secretary By: *M. E. Denzin* President

STATE OF WYOMING }  
COUNTY OF ALBANY } ss.

3. The foregoing was acknowledged before me this 11 day of Aug, 1970. Notary Public my hand and official seal.



*Maeg B. Rhynsburg*  
Notary Public

My commission expires:

6/13/75

INSTRUMENT TO CHANGE MEMBERSHIP OF  
ARCHITECTURAL CONTROL COMMITTEE OF SHERMAN HILLS ESTATES  
LARAMIE, ALBANY COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS:

That in accordance with the provisions of paragraph III of the Declaration Of Restrictions And Protective Covenants covering Sherman Hills Estates, Laramie, Albany County, Wyoming, recorded at Book 206, Pages 147/149, of the Laramie County Recorder's Office, the undersigned, each for himself, and being first duly sworn on oath according to law, deposes and says that he or she as the case may be, is the record owner of the lot located in said Sherman Hills Estates set opposite his name hereinafter, and each does hereby designate the following named persons to be the members of the Architectural Control Committee mentioned in said paragraph III,

<u>Name</u>	<u>Address</u>
(1) <u>Kenneth A. Endsley</u>	<u>Sherman Hill Est., Laramie</u> Wyo. 82070
(2) <u>Ernest K. Ensley</u>	<u>Sherman Hill Est., Laramie</u> Wyo. 82070
(3) <u>Donald Seay</u>	<u>Sherman Hill Est., Laramie</u> Wyo. 82070

and said three named persons shall replace the present members of said committee beginning April 28, 1976.

<u>Name</u>	<u>Lot Description</u>
(1) <u>William T. Carter, III</u> <u>William Carter</u> <u>Dawn R. Carter</u>	<u>Block 15, Lot 1</u>
(2) <u>William T. Carter, III</u> <u>William Carter</u> <u>Dawn R. Carter</u>	<u>Block 15, Lot 2</u>
(3) <u>Roy Breckenridge</u> <u>Roy Breckenridge</u>	<u>Block 15, Lot 8</u>

	<u>Name</u>	<u>Lot Description</u>
(4)	<u>Donald Seay</u> <u>Ingrid Seay</u>	<u>Block 15, Lot 10</u>
(5)	<u>William T. Carter</u> <u>Dawn R. Carter</u>	<u>Block 15, Lot 15</u>
(6)	<u>William T. Carter</u> <u>Dawn R. Carter</u>	<u>Block 15, Lot 16</u>
(7)	<u>Ronald D. Giseon</u> <u>Connie A. Giseon</u>	<u>Block 16, Lot 1</u>
(8)	<u>Walter E. Schlumpf</u> <u>Jacqueline A. Schlumpf</u>	<u>Block 16, Lot 2</u>
(9)	<u>Anthony L. Pappa</u> <u>Caroline Pappa</u>	<u>Block 16, Lot 5</u>
(10)	<u>Daniel A. Netzel</u> <u>Janet C. Netzel</u>	<u>Block 16, Lot 8</u>
(11)	<u>James W. Adams</u> <u>Betty Adams</u>	<u>Block 16, Lot 10</u>
(12)	<u>Daniel A. Netzel</u> <u>Janet C. Netzel</u>	<u>Block 16, Lot 11</u>
(13)	<u>John Sandeen</u> <u>Sandra Sandeen</u>	<u>Block 16, Lot 13</u>
(14)	<u>John Sandeen</u> <u>Sandra Sandeen</u>	<u>Block 16, Lot 14</u>
(15)	<u>Larry V. Irving</u> <u>Lois J. Irving</u>	<u>Block 16, Lot 15</u>
(16)	<u>Charles Shub</u> <u>Clara Shub</u>	<u>Block 16, Lot 16</u>
(17)	<u>Russell Wambeam</u> <u>Margaret Wambeam</u>	<u>Block 16, Lot 17</u>

*2092 or 7. Sec*

Subscribed and sworn to before me by *James W. Sany*  
*James W. Sany, Dawn K. Carter, William T. Carter*  
*Chas. Schulz, Dawn K. Carter, William T. Carter*  
and \_\_\_\_\_ this *5th* day of *April*, 1976.

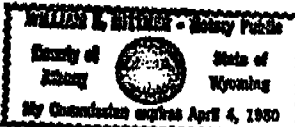
Witness my hand and notarial seal.



*William E. Bittner*  
Notary Public

Subscribed and sworn to before me by *John Sander*  
*John Sander, Carl P. Olson, Cornelia Olson*  
*Sany Kwang, Sany Kwang, Walter E. Sollenberg*  
and *Jacqueline Sollenberg* this *8th* day of *April*, 1976.

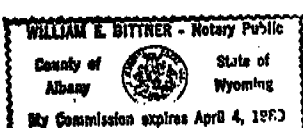
Witness my hand and notarial seal.



*William E. Bittner*  
Notary Public

Subscribed and sworn to before me by *Roy Buckenfer*  
*Janet C. Metzger*  
and \_\_\_\_\_ this *10th* day of *April*, 1976.

Witness my hand and notarial seal.



*William E. Bittner*  
Notary Public

Subscribed and sworn to before me by \_\_\_\_\_  
*Daniel C. Metzger*, and \_\_\_\_\_  
this *27th* day of *April*, 1976.

Witness my hand and notarial seal.



*William E. Bittner*  
Notary Public

The undersigned, each for himself, and being first duly sworn on oath according to law, deposes and says that he (she) is the record owner of the lot set opposite his name hereinafter, and each does hereby designate the following named persons to be the members of the Architectural Control Committee of \_\_\_\_\_ Sherman Hill Estates \_\_\_\_\_ beginning April 28, 1976 \_\_\_\_\_.

Name	Address
(1) <u>Kenneth A. Endsley</u>	<u>Sherman Hill Estates</u>
(2) <u>Ernest K. Endsley</u>	<u>Sherman Hill Estates</u>
(3) <u>Donald Scay</u>	<u>Sherman Hill Estates</u> <u>Laramie, Wyoming</u>

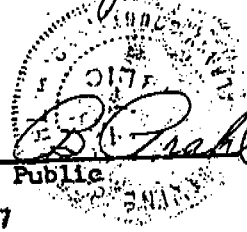
and the said three persons on said date shall replace the present members of said committee.

Name	Lot Description
(1) <u>George W. Townsend</u> <u>Enga Townsend</u>	<u>Block 15 Lot 6</u>
(2) _____	_____
(3) _____	_____

Subscribed and sworn to before me by \_\_\_\_\_  
George W. Townsend \_\_\_\_\_  
Enga Townsend \_\_\_\_\_  
and \_\_\_\_\_ this 23rd day of April  
1976.

Witness my hand and notarial seal.

Margie D. Prall  
Notary Public



My Commission Expires: \_\_\_\_\_ My Commission expires November 12, 1977

The undersigned, each for himself, and being first duly sworn on oath according to law, deposes and says that he (she) is the record owner of the lot set opposite his name hereinafter, and each does hereby designate the following named persons to be the members of the Architectural Control Committee of Sherman Hill Estates beginning April 28, 1976

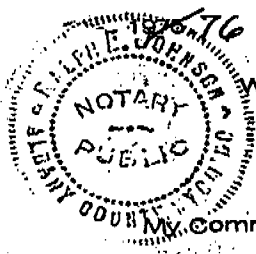
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(3) <u>Donald Seay</u>	<u>Sherman Hill Estates</u> <u>Laramie, Wyoming</u>

and the said three persons on said date shall replace the present members of said committee.

<u>Name</u>	<u>Lot Description</u>
(1) <u>Ralph E. Johnson</u>	<u>Block 15</u>
<u>Marie Johnson</u>	<u>Lot 4</u>
(2) <u>Ralph E. Johnson</u>	<u>Block 15</u>
<u>Marie Johnson</u>	<u>Lot 5</u>
(3)	

Subscribed and sworn to before me by

RALPH E. JOHNSON  
MARIE L. JOHNSON  
and — this 23 day of APRIL



Witness my hand and notarial seal.

Ralph E. Johnson  
Notary Public

My Commission Expires: My Commission expires September 6, 1978