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RECORDED SEP 17 1973 AT 4:02 UNDER L

RECEPTION NO. 300918 JOHN E. NUSSMAN, Recorder



DECLARATION OF PROTECTIVE COVENANTS

ROLLING HILLS ESTATES, INC.
a Wyoming Corporation

to
The Public

KNOW ALL MEN BY THESE PRESENTS: That ROLLING HILLS ESTATES, INC., a Wyoming Corporation, the present owner of S $\frac{1}{2}$ S $\frac{1}{2}$, Section 28, Township 14 North, Range 67 West of 6th P. M., Laramie County, Wyoming, does hereby covenant and agree that Blocks 1 and 2, Rolling Hills Estates, First Filing, Laramie County, Wyoming, shall be subject to protective covenants hereinafter set forth and said corporation does further covenant and agree that any subsequent grants or any lot, tract or parcel of said real property shall be subject to the following covenants and restrictions:

1. No tract shall consist of less than four and one-half (4 $\frac{1}{2}$) acres and not more than one single family residence shall be constructed on each tract.
2. No residence shall be placed on a tract in Rolling Hills Estates which is a basement house and no basement shall be constructed and then covered and used as a residence; any and all buildings constructed on any tract shall be constructed in a good and workmanlike manner.
3. No building shall be erected nearer than twenty-five (25) feet to any boundary along a street, or so that any part of said building is closer than twenty-five (25) feet to any other boundary lines of each tract.
4. For the purpose of this covenant eaves, steps and open porches shall be considered as part of the building.
5. Any animal shelter or pen shall be at least one hundred (100) feet from any neighboring dwelling.
6. No construction of temporary character, trailer, basement, tent or accessory building shall be used on any tract for a residence temporarily or permanently, except for such use and during the construction phase of the permanent dwelling, not to exceed one (1) year in any event, and then only for one (1) year period, a permit for said trailer must be secured from the Architectural Control Committee.
7. No tract shall be divided, subdivided, split or sold in any manner whatsoever in parcels of less than four and one-half (4 $\frac{1}{2}$) acres.
8. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the Architectural Control 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.
9. The Architectural Control Committee shall be composed of the President and Treasurer of Rolling Hills Estates, Inc., and the owner of a tract of at least four and one-half (4 $\frac{1}{2}$) acres. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. When there are thirty (30) registered owners of tracts, said owners shall

Based on the fact that the restrictions of record herein are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



have the right to elect three (3) members to said Committee from among said owners who shall thereafter serve as members of the Committee. A member may be replaced by vote of a majority of tract owners at any time.

10. 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 thirty (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.

11. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage of nine hundred (900) square feet, except that where the said principal dwelling is a one and one-half (1½) or two (2) story dwelling the minimum may be reduced to six hundred fifty (650) square feet of ground floor area, providing that the total living area of the one and one-half (1½) or two (2) floors is not less than six hundred (600) square feet.

12. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the State of Wyoming Department of Public Health. No septic tank or field systems shall be nearer than fifty (50) feet to any building plot line except with the consent of the appropriate health officials of the County and State, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the property. No outside toilets or privies shall be permitted upon the premises. All toilet facilities must be a part of the residence and shall be of a modern flush type and connected with a proper septic tank system.

13. No tract shall be used or maintained as a dumping ground for rubbish or junk, specifically junked cars, unlicensed cars, appliances, etc. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

14. No more than four (4) household pets may be kept on any one tract and no more than four (4) horses shall be kept, raised or bred on any one tract; not more than fifteen (15) poultry of any kind may be kept on any one tract. 4-H projects per tract are permitted but must not be more than one (1) calf or lamb and no swine. All poultry shall be kept penned at all times and no guineas are permitted.

15. No sign of a commercial nature shall be displayed to the public view, except however one sign of not more than thirty-two (32) square feet may be used to advertise the property for sale, or rent, or to be used by a builder to advertise the property during the construction and sales period.

16. 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 neighborhood.

17. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot, or derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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



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

20. This Declaration of Protective Covenants shall be and shall be construed to be a part of the conveyance of any of the premises herein described which may be hereafter executed by any of the parties hereto or any of their grantees, heirs, executors, successors or assigns without being mentioned therein.

21. Vehicle Parking: Vehicles not in running condition shall not be parked in front of a residence or on a public street. All campers, trailers, boats and other vehicles must be parked no closer than the front line of the residence, except pickup mounted campers used as a regular means of transportation.

22. Term of Covenants: Shall run with land twenty (20) years and extend automatically except by written and recorded instrument signed by two-thirds (2/3) of the owners then of record, agreeing to change the covenants in part or whole.

23. Time of Construction: Any structure must be closed in and exterior finished within one (1) year from date of start of construction.

Dated this 17th day of September, 1973.



ROLLING HILLS ESTATES, INC.

By Arthur L. Garfield
President

ATTEST:

Robert C. McKinney
Ass't. Secretary

ACKNOWLEDGMENT

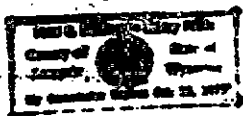
The foregoing instrument was acknowledged before me this 17th day of September, 1973, by Arthur L. Garfield and Robert C. McKinney.

Witness my hand and official seal.

NOTARY PUBLIC
1220 South Ave.
Esperanza, Wyoming

Paul B. McKinney
Notary Public

My Commission Expires:



RECORDED JUL 18 1974 AT 4:11 O'CLOCK P.M.
REGISTRATION NO. 330397 JOHN B. HUSMAN, Recorder

CORRECTIVE
DECLARATION OF PROTECTIVE COVENANTS



ROLLING HILLS ESTATES, INC.
a Wyoming Corporation

to

The Public

KNOW ALL MEN BY THESE PRESENTS: That ROLLING HILLS ESTATES, INC., a Wyoming Corporation, the present owner of S $\frac{1}{2}$ S $\frac{1}{2}$, Section 28, Township 14 North, Range 67 West of 6th P. M., Laramie County, Wyoming, does hereby covenant and agree that Blocks 1 and 2, Rolling Hills Estates, First Filing, Laramie County, Wyoming, shall be subject to protective covenants hereinafter set forth and said corporation does further covenant and agree that any subsequent grants of any lot, tract or parcel of said real property shall be subject to the following covenants and restrictions:

1. No tract shall consist of less than four and one-half (4 $\frac{1}{2}$) acres and not more than one single family residence shall be constructed on each tract.
2. No residence shall be placed on a tract in Rolling Hills Estates which is a basement house and no basement shall be constructed and then covered and used as a residence; any and all buildings constructed on any tract shall be constructed in a good and workmanlike manner.
3. No building shall be erected nearer than twenty-five (25') feet to any boundary along a street, or so that any part of said building is closer than twenty-five (25') feet to any other boundary lines of each tract.
4. For the purpose of this covenant eaves, steps and open porches shall be considered as part of the building.
5. Any animal shelter or pen shall be at least one hundred (100') feet from any neighboring dwelling.
6. No construction of temporary character, trailer, basement, tent or accessory building shall be used on any tract for a residence temporarily or permanently, except for such use and during the construction phase of the permanent dwelling, not to exceed one (1) year in any event; and then only for a one (1) year period. A permit for the above must be secured from the Architectural Control Committee.
7. No tract shall be divided, subdivided, split or sold in any manner whatsoever in parcels of less than four and one-half (4 $\frac{1}{2}$) acres.
8. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the Architectural Control 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.
- 8a. Any structure must be closed in and exterior finished within one (1) year from date of start of construction.
9. The Architectural Control Committee shall be composed of the President and Treasurer of Rolling Hills Estates, Inc., and one owner of record of a tract in Rolling Hills Estates. A representative owner shall be selected by the management of Rolling Hills Estates, Inc. at such time as owners of record exist. A majority of the committee

ROLLING HILLS ESTATES, INC. is a Wyoming Corporation. The covenants and restrictions herein are hereby declared in the extent such restrictions violate 42 USC 3604(c).



may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. When there are thirty (30) registered owners of tracts, said owners shall have the right to elect three (3) members to said Committee from among said owners who shall thereafter serve as members of the Committee. A member may be replaced by vote of a majority of tract owners at any time.

10. 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 thirty (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.

11. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage of nine hundred (900) square feet, except that where the said principal dwelling is a one and one-half (1½) or two (2) story dwelling the minimum may be reduced to six hundred fifty (650) square feet of ground floor area, providing that the total living area of the one and one-half (1½) or two (2) floors is not less than nine hundred (900) square feet.

12. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the State of Wyoming Department of Public Health. No septic tank or field systems shall be nearer than fifty (50') feet to any building plot line except with the consent of the appropriate health officials of the County and State, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the property. No outside toilets or privies shall be permitted upon the premises. All toilet facilities must be a part of the residence and shall be of a modern flush type and connected with a proper septic tank system.

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15. No sign of a commercial nature shall be displayed to the public view, except however one sign of not more than thirty-two (32) square feet may be used to advertise the property for sale, or rent, or to be used by a builder to advertise the property during the construction and sales period.

16. 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 neighborhood.

17. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot, or derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.



18. Home Owners Association: At such time as seventy-five (75%) per cent of the total residential sites are sold or under contract, a meeting of all owners shall be called and an association formed and from that time forward the association shall be responsible for the maintenance and operation of all common recreational facilities, enforcement of the covenants, and such other duties as normally are in the scope of such associations.

19. Vehicle Parking: Vehicles not in running condition shall not be parked in front of a residence or on a public street. All campers, trailers, boats and other vehicles must be parked no closer than the front line of the residence, except pickup mounted campers used as a regular means of transportation.

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

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

22. This Declaration of Protective Covenants shall be construed to be part of the conveyance of any of the premises herein described which may be hereafter executed by any of the parties hereto or any of their grantees, heirs, executors, successors or assigns without being mentioned therein.

23. Term of Covenants: Shall run with land twenty (20) years and extend automatically except by written and recorded instrument signed by two-thirds (2/3) of the owners then of record, agreeing to change the covenants in part or whole. A plat is attached hereto, marked Exhibit "A", covering the above described real property.

Dated this 20th day of June, 1974.



ROLLING HILLS ESTATES, INC.

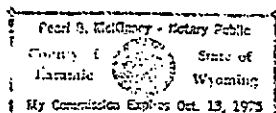
By: Arthur L. Garfield
President

ATTEST:
Robert C. McKinney
Ass't. Secretary

A C K N O W L E D G M E N T

The foregoing instrument was acknowledged before me this 30th day of June, 1974, by Arthur L. Garfield and Robert C. McKinney.

Witness my hand and official seal.



Pearl B. McKinney
Notary Public

My Commission Expires: October 13, 1975