DECLARATION OF PROTECTIVE COVENANTS

OF

SMITHSON VIEW SUBDIVISION

This Declaration of Protective Covenants is made this 26th day of July, 1993, by Ronald E. Smith and Alice Smith, hereinafter referred to as the "Declarants."

ARTICLE I.

RECEITALS

Section 1.1: Declarants are the owners, as tenants by the entireties, of all lands in Smithson View Subdivision, a subdivision of approximately twenty (20) acres located in the NW1/4 of Section 22, Township 14 North, Range 66 West, 6th P.M., Laramie County, Wyoming, and more particularly described as:

Lots 1, 2 and 3, Smithson View Subdivision, A Replat of Tract 3, Dell Range Addition and Tract 2, Dell Range Addition, 2nd Filing, situated in the West Half of Section 22, T. 14 N., R. 66 W., 6th P.M., Laramie County, Wyoming;

hereinafter referred to as the "Property."

Section 1.2: Except as may be hereinafter provided, said Property is hereby made subject to the following covenants, conditions, restrictions or reservations, all of which shall be deemed to run with the Property, and each and every portion thereof, to insure proper use and appropriate development and improvement of the Property.

ARTICLE II.

DEFINITIONS

Section 2.1: "Committee" shall mean and refer to the Architectural Control Committee as established and constituted pursuant to Article IV of this Declaration.

Section 2.2: "Owner" shall mean and refer to the record owner, whether one (1) or more persons, of fee simple title to any Tract as hereinafter defined, (or in the event of a Contract for Deed purchase and sale transaction involving any Tract, the purchaser thereunder), but excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.
Section 2.3: "Tract" shall mean any and all of Lots 1, 2 and 3 described above.

ARTICLE III. 
USES AND RESTRICTIONS

Section 3.1: Principal Use. Tracts within the Property shall be principally used as homesites for the full enjoyment of the Owner thereof, subject to the covenants contained herein and are intended to be residential Tracts.

Section 3.2: Nuisances. No noxious or offensive activity shall be conducted on any Tract, nor shall anything be done thereon which may be or may become a nuisance to the Owner of any other Tract within the Property. For the purposes of this section, a "nuisance" shall be construed according to the Ordinances of Laramie County, Wyoming, Statutes of the State of Wyoming and Wyoming case law, and include, generally, the activities which arise from unreasonable, unwarranted or unlawful use by a person of his own property, thereby working obstruction or injury to the health, safety, welfare or right of another.

Section 3.3: Commercial Enterprise. Except as otherwise provided in Section 3.8, Article III herein, no trade, business, manufacturing, sales or commercial activity of any nature shall be permitted upon the Tracts or the Property.

Section 3.4: Dumping/Trash. No Tract shall be used or maintained as a dumping ground for rubbish or junk, specifically junk cars, unlicensed cars or vehicles, appliances, etc. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators, dumpsters or other trash receptacles or other equipment for the storage and disposal of such waste materials shall be kept in a clean and sanitary condition.

Section 3.5: Mining and Quarrying. No refining, quarrying or mining operations of any kind shall be permitted upon or in any Tract, nor shall tanks, tunnels, mineral excavations or other shafts be permitted upon or in any Tract.

Section 3.6: Buildings/Alterations. No buildings shall be constructed, erected, placed or otherwise built on any Tract until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Committee. In the event that the Committee or its designated representative fail to approve or
disapprove within thirty (30) days after plans, specifications and a plot plan have been submitted, or in the event 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. No structure other than one private, single family dwelling, together with a private garage and suitable barn or shed for horses for use in connection with said single family dwelling, shall be erected, placed, constructed or permitted to remain on any of the Tracts.

Section 3.7: Temporary Structures Prohibited: Exceptions. No structure of a temporary character, mobile home, trailer, modular, basement, tent, shack, barracks, garage, barn or other type of accessory or outbuilding shall be used on any Tract as a family dwelling, either temporarily or permanently. However, this covenant shall not restrict a building contractor, Owner, builder or land developer, from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of constructing dwellings, providing that the Committee shall have the authority to order the removal of said temporary structures whenever, in their sole discretion, the same have been on the premises for an unreasonable length of time.

Section 3.8: Animals/Livestock. No animals, livestock or poultry, except those being raised as pets or for 4-H or FFA projects, shall be raised, bred or kept on any Tract, except that horses, dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No grazing animals, as permitted above, will be allowed to graze (as opposed to being fed) over an extended period of time so as to allow the soil to become void of sufficient grasses to prevent soil erosion and soil runoff. Under no circumstances shall swine of any nature be kept, bred or maintained on the premises.

Section 3.9: Signs. No signs of any kind shall be displayed to the public view on any Tract except one sign of not more than five (5) square feet advertising a Tract for sale or rent, and upon sale or rental of the Tract, said signs shall be immediately removed. This covenant does not restrict or prohibit the display of signs by a builder or financial institution financing construction or doing construction on the Tract or from advertising the Tract during the construction and sales period.
ARTICLE IV.
ARCHITECTURAL CONTROL COMMITTEE

Section 4.1: Architectural Control Committee Created. An Architectural Control Committee for Smithson View Subdivision is hereby created. The initial Committee shall consist of three (3) members. The initial members of the Committee shall be Ronald E. Smith, Alice Smith and Wanda Y. Smith. As the Tracts are sold, one (1) owner of each Tract shall become a voting member of the Committee. When the sale of the last Tract is closed, the three (3) initial members of the Committee or their successors shall resign, and the Committee shall consist of three (3) members, one owner of each Tract. A simple majority of the Committee may designate a representative or agent to act for the Committee, and such representative or agent may or may not be a member of the Committee. The Committee shall have the right, but not the obligation, to appoint advisors to assist it in carrying out any of the functions of the Committee. Neither the members of the Committee, nor its designated representatives or agents, if any, shall be entitled to any compensation of any kind for services performed pursuant to these covenants. Any member of the Committee may resign upon ten (10) days prior written notice to the other members of the Committee. In the event of a vacancy due to death, termination or resignation of any member, the remaining members shall have full authority to designate the successor and fill the vacancy created.

The Committee shall have such powers, privileges and immunities, as set forth in this Declaration of Protective Covenants. The affirmative vote of a simple majority of the members of the Committee shall constitute the action of the Committee on any matters before it. The approval or consent of the Committee on matters properly coming before it shall not be unreasonably withheld, and the Committee shall not take any action which is arbitrary and capricious, and its decisions shall be conclusive and binding upon all interested parties.

Section 4.2: Submission to Committee. No structures or buildings shall be constructed or erected on any Tract without complying with the submission requirements as hereinafter provided.

Section 4.3: Submission Requirements. Submission shall be as follows:
For initial construction of a structure or building or improvement, the Owner shall submit:

(1) Architectural plans or blueprints for the proposed structure or improvements which shall set forth detailed specifications and a description of exterior colors and materials to be used;

(2) A site or plot plan of the Tract showing the location of all proposed improvements, structures or alterations;

(3) Any other information as may be required by the Committee in order to insure compliance with the requirements contained within these covenants.

Section 4.4: Submission Procedures. In determining whether to approve or disapprove plans or specifications submitted to the Committee, the Committee shall use its best judgment to insure that all homes, structures and other improvements (or substantial alterations or renovations of the exteriors thereof) within Smithson View Subdivision conform to and harmonize with the requirements and restrictions of this declaration. Approval shall be based upon, among other things, compliance with the provisions of Article V hereof, entitled "Design and Construction Standards," and the location of the improvements on each Tract. If the Committee deems a submission to be adequate, then the Committee will act upon such submission within twenty (20) days and issue a letter of acceptance. If the Committee deems that the information contained in the initial submission is inadequate, then the Committee may require further supplemental information. The Committee shall, if requested, make reasonable efforts to assist and advise the applicant in achieving an acceptable submittal. If the Committee deems that the applicant has corrected any deficiencies or appropriately supplemented or resolved any objections raised or contained in the first submission to the satisfaction of the Committee, and if the submittal as supplemented is judged to be in keeping with the requirements and purposes of these covenants, then the Committee may approve that submission, and within five (5) business days of receipt of any supplemental or additional information issue its letter of acceptance.

If the Committee determines that the submittal and any supplemental information is not adequate or not otherwise consistent and
in keeping with the terms, provisions and intent and spirit of these covenants, then the Committee may deny approval of the submission and shall provide the party submitting the information a written explanation of the basis for such action. A statement of denial shall be delivered to the applicant within ten (10) business days after the meeting at which such final action was taken on the submittal or considered by the Committee. All meetings of the Committee shall be open to all Owners as well as any applicants. No action shall be taken or business conducted by the Committee except in open meetings.

Section 4.5: Approval. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official, agency, commission or department of any governmental agency. Obtaining building permits, applications or other written instruments required by public or governmental agencies shall be the sole responsibility of the Owner or applicant, and any approval or permission granted by the Committee shall not in any way be construed to mean acceptance of any submission by any other private or governmental agency.

Section 4.6: Liability of Committee Members. The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by any member or all members with respect to any request made or any matters considered under these covenants.

ARTICLE V.
DESIGN AND CONSTRUCTION STANDARDS

Section 5.1: General. These design and construction standards are intended to impose a code of uniformity in the development of Smithson View Subdivision to provide high standards of design, construction and aesthetics within the Property, thereby promoting the health, welfare and safety of the Owners, their families and protecting their investments in the Tracts. Variance to these design standards may be appropriate in specific cases. However, rather than attempting to anticipate the special cases in which variance shall be granted, Owners should recognize that detailed refinement of these standards are a function of the review process, and all variances from these covenants will be considered on a case-by-case basis. All dwellings shall be constructed according to all
building codes enforced or in place in Laramie County, Wyoming, at the
time of construction of any improvements on any Tract.

Section 5.2: Building Size. Principal dwelling units on each Tract
shall have a minimum fully enclosed ground floor area devoted to living
purposes, exclusive of porches, terraces, decks and garage of twelve
hundred (1200) square feet, except that where the principal dwelling unit
on a Tract is of a one and one-half or two story configuration, the
minimum shall be reduced to one thousand (1000) square feet of ground
floor space devoted to living purposes, exclusive of porches, terraces,
decks and garages; provided that the total living space of the one and one-
half of two stories is not less than a total of fifteen hundred (1500)
square feet. All minimum square footage requirements are exclusive of
any basement or crawl space area.

Section 5.3: Codes and Building Requirements. All dwellings shall
be constructed according to FHA approved building requirements, and all
building codes enforced in Laramie County on the date the construction,
renovation or modification of any building or structure is commenced.
This covenant is intended to assure that all dwellings located on the
Tracts are of quality workmanship and materials substantially the same
or better than that which could be produced on the date these covenants
are recorded.

Section 5.4: Site Plans and Setbacks. A site or plot plan showing
the location of all proposed structures or improvements shall be
submitted to the Committee as hereinabove required. The minimum
setbacks on the Tracts shall be as follows: No building shall be located on
any Tract nearer than thirty (30) feet from the front Tract line, nor
twenty-five (25) feet from any side or back Tract line. This covenant
shall not prohibit a building from being built within fifty (50) feet of a
Tract line on an adjacent Tract if said adjacent Tract is also owned by the
same Owner who is combining two or more Tracts as a homesite. No
septic tank nor leach field system shall be nearer than twenty-five (25)
feet from any lot line. All water wells shall be set back a minimum of
twenty-five (25) feet from any Tract line. This covenant shall not
prohibit a septic system, leach field or well from being located within
twenty-five (25) feet of a Tract line of an adjacent Tract if said adjacent
Tract is also owned by the same person who is combining two or more Tracts as a homestead.

Section 5.5: Commencement and Completion of Construction. Once work has commenced on any home, improvement, alteration or modification approved by the Committee, the work shall be diligently prosecuted to completion. All homes or other improvements on any Tract shall be substantially completed within one year after the date of commencement of construction unless a longer period is established by the Committee at the time of approval of the improvement, structure or alteration by the Committee.

Section 5.6: Landscaping. The Owner of each Tract shall be responsible for the landscaping and maintenance of his or her Tract. Landscaping will not require prior approval by the Committee; however, it is the intent that all Tracts shall be tastefully landscaped so as to preserve and enhance the value and aesthetics of all Tracts in Smithson View Subdivision. All Owners shall establish acceptable relationships with Owners of other Tracts to control drainage and erosion. In order to achieve a harmonious and integrated appearance for the purposes of complying with the landscaping requirements herein, the following minimum standards will apply to all Tracts:

(a) Areas not occupied by structures and roads shall be kept planted with native ground cover or other grass or vegetation of Owner's choice to control erosion and enhance the appearance of all Tracts. Trees, shrubs or other landscaping elements such as rocks, woodchips, bark and mulched or graveled materials or areas are encouraged in all landscaping efforts.

(b) All windbreaks or shelter for trees and other vegetation shall be in good taste and shall not include unsightly shelters such as used tires, used packing pallets, etc.

Section 5.7: Driveways and Protection of Native Turf. In order to protect the natural grass cover, at the commencement of construction upon any Tract, Owner shall install an approach off the adjacent road and onto the Tract upon which all vehicular travel shall enter and exit said Tract. The approach must be built according to County standards of Laramie County, Wyoming. In order to protect the native grass and turf on the Property, all vehicular travel across the turf shall be kept to a
minimum. Owner shall direct all vehicular traffic for construction purposes or otherwise, to use a single road leading to the homesite, and in case the road has not yet been completed as hereinafter provided. Owner shall direct that any vehicular traffic be limited to a single pathway designated by the Owner. All homes shall have access off an adjacent roadway by a private drive, the construction of which shall be at the sole expense of the Owner and shall occur simultaneously with the construction of the home, or in any event, must be completed within sixty (60) days following completion of the home or other improvements on the Property.

Section 5.8: Septic and Sewer Systems. All sewage shall be disposed of only by and through septic systems or central sewage systems, which septic or sewer systems shall be of adequate dimensions and capacities and approved by state and local government agencies. No septic tank or leach field system shall be nearer than twenty-five (25) feet to any Tract boundary line, and all Owners shall insure that no sewage, waste, water, trash, garbage or debris shall be emptied, discharged or permitted to drain below or otherwise become located in any body of water in or adjacent to the subdivision.

Section 5.9: Maintenance of Homes and Improvements. All Owners shall maintain or provide for the maintenance of all homes, improvements and landscaping upon their respective Tracts.

Section 5.10: Variances from Covenants. The Committee may grant variance from the provisions of these Protective Covenants due to extraordinary, exceptional or unforeseen conditions, provided that such relief does not impair the intent or purpose of these covenants and the Committee may waive any provisions of these covenants if necessary to effectuate the objective of these covenants, which waiver shall extend to all Tracts within the Property. Individual variances from these covenants shall be on a case-by-case basis.

ARTICLE VI.
ANIMALS

Section 6.1: Horses. No more than two mature horses may be kept for recreational purposes for each Tract owned. In the case where an Owner elects to have horses upon the Tract, adequate stable facilities and adequate non-grazing feeding arrangements must be demonstrated and
approved by the Committee. Operation of commercial riding stables and
boarding stables shall not be allowed. Stables and corrals shall be
maintained in a sanitary and well-maintained condition at all times.

Section 6.2: Other Domestic Pets. Other commonly accepted
domestic pets may be kept on the Tracts, provided they are not
maintained, kept or bred for commercial purposes. All such domestic pets
shall be under the control of the Owner at all times and will not be
allowed to run free off the Owner's Tract.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

Section 7.1: Remedies. These covenants, conditions and restrictions
may be enforced by appropriate proceedings at law or in equity against
those persons violating or attempting to violate any covenant or
covenants. Judicial proceedings may be commenced for the purpose of
removing a violation, restraining a violation or restraining a future
violation, for recovery of damages for any violation or for such other or
further relief as may be available. Judicial proceedings may be
prosecuted by the Committee or any Owner or Owners. The failure to
enforce or cause the abatement of any violation of these covenants shall
not preclude or prevent the enforcement thereof of some further or
continued violation, whether said violation shall be of the same or a
different provision of these covenants.

Section 7.2: Duration. These covenants and restrictions shall run
with and bind the Property and all Tracts located thereon for a period of
twenty-five (25) years from the date this Declaration of Protective
Covenants is recorded in the Office of the Clerk and Recorder of Laramie
County, Wyoming. After such twenty-five (25) year period of time, these
covenants shall automatically be extended for successive periods of ten
(10) years each, unless terminated at the end of any such period by a two-
thirds (2/3) or more vote of the then current Owners. Each Owner shall be
entitled to one vote for each Tract owned. This Declaration of Protective
Covenants shall only be amended or terminated by a unanimous vote of all
the then current Owners of every Tract. Each Owner shall be entitled to
one vote for each Tract owned. Any termination or amendment of this
Declaration of Protective Covenants shall be recorded in the Office of the
Clerk and Recorder of Laramie County, Wyoming.
Section 7.3: Burden and Benefit. The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit and burden of the Declarants, their successors and assigns, the Owners of all Tracts located within the Property, and their respective heirs, successors, personal representatives and assigns.

Section 7.4: Invalidation. In the event that any of the covenants, restrictions or provisions of this Declaration of Protective Covenants are held to be invalid or unenforceable or contrary to law by any court of competent jurisdiction, such judgment, decree or court order shall in no way affect any of the other provisions of these protective covenants which shall remain in full force and effect.

Section 7.5: Easements and Rights-of-Way. Easements and rights-of-way, as shown on the recorded plat are hereby reserved in this subdivision for utilities, road reservations and other rights of ingress and egress.

IN WITNESS WHEREOF, this Declaration of Protective Covenants for Smithson View Subdivision has been executed this 5th day of July 1993.

DECLARANTS:

[Signature]
Ronald E. Smith

[Signature]
Alice Smith

STATE OF WYOMING )
COUNTY OF LARAMIE ) SS

The foregoing instrument was acknowledged before me by RONALD E. SMITH and ALICE SMITH this 5th day of July 1993.

Witness my hand and official seal.

Notary Public

My commission expires: April 13, 1999

BOOK 1348
Termination of Protective Covenants

of Smithson View Subdivision

After meeting with all the owners of Tracts within the Smithson View Subdivision during conversations on the Thomas Heights preliminary plat it was determined by everyone to terminate the protective covenants. 1, Brad Emmons drafted the attached page and presented to each of the owners who then signed the page and delivered back to Brad Emmons.

Brad Emmons

State of Wyoming ss.

County of Laramie

The foregoing instrument was acknowledged before me this 15 day of August, 2014 by Brad Emmons.

Witness my hand and official seal.

Notary Public
My commission expires: 1/22/18
Termination of Protective Covenants

of Smithson View Subdivision

This Termination of Protective Covenants is made this 12th day of August, 2014 by WILLIAMS, WINONA SAHLER & WILLIAMS, DENIS DALE owners of Smithson View Lot 1, JACKSON, DAVID K & JACKSON, TRUDY J owners of Smithson View Lot 2 and STONERIDGE DEVELOPMENT owner of Smithson View Lot 3 being all the owners of Smithson View Subdivision.

As the current owners of the entire subdivision and by the Covenants recorded at Laramie County Book 1348 Pages 243-254, Article VII. Miscellaneous Provisions Section 7.2: Duration, do hereby agree to terminate the existing covenants for Smithson View: Lots 1-3

Owners Signatures:

Winona Sahler Williams, Owner Lot 1

Denis Dale Williams, Owner Lot 1

David K Jackson, Owner Lot 2

Trudy J Jackson, Owner Lot 2

Dan Montgomery, President of Stoneridge Development, Owner of Lot 3