STATE OF WYOMING }  
COUNTY OF LARAMIE }  SS:  
C. WAYNE CROKER, DOROTHY CROKER  
and P. MICHAEL CROKER  

To  

THE PUBLIC  

DECLARATION OF PROTECTIVE COVENANTS  
OF  
SUMMERHILL RANCHES  

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantors, of all lands in Summerhill Ranches, a subdivision of approximately 20 Acres developed by the undersigned and located in Laramie County, Wyoming as the same is more particularly described to-wit:

A tract of land situated in the southeast quarter (SE-1/4) and in the south half of the northeast quarter (S1/2NE1/4) of Section 5, Township 14 North, Range 66 West of the 6th P.M., Laramie County, Wyoming, more particularly described in Addendum A, do hereby covenant, agree and make the following declarations as to the limitations and restrictions or uses to which said tracts within SUMMERHILL RANCHES may be put:

1. That all tracts within SUMMERHILL RANCHES shall be known and described as residential tracts and will be restricted by covenants contained herein. It is intended that these residential tracts shall be used and occupied as small ranches or ranchettes, and that the owners will have full enjoyment of these ranchettes, subject, however, to the covenants contained herein.

2. An Architectural Control Committee for SUMMERHILL RANCHES is constituted. This committee is composed of the undersigned. All committee actions or decisions shall be by a majority vote. A majority of the committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or resignation of any member, 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 of any kind for services performed pursuant to this covenant.

3. No building (including suitable barn, shed, or general storage building as hereinafter provided for) shall be erected, placed, or altered on any tract within SUMMERHILL RANCHES until the construction plans and specifications and a plan showing the location of the structure have been submitted with written notice of intent to construct to the Architectural Control Committee and thereafter approved by said Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and location with respect to topography and finish grade elevations. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans, specifications and site 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 this particular related covenant shall be deemed to have been fully complied with.

4. No structure other than one private single family dwelling together with a private 3 car attached garage or a house plan design for attached garage space equivalent in size of a 3 car garage, and suitable barn or shed for horses and/or general storage building for use in connection with said single family dwelling shall be erected, placed or permitted to remain on any of the residential tracts. All construction shall be new and must comply with minimum building standards as set forth in this declaration. No structure shall be moved from any location outside this subdivision onto any site in said subdivision. No tract may be further divided into smaller lots.

5. No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any Tract as a family dwelling, either temporarily or permanently. However, this covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever the same have been on the premises an unreasonable length of time. No mobile home shall be converted to a permanent dwelling on any site.

6. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1800 square feet; except that where the said principal dwelling is a 1-1/2 or 2 story dwelling. The minimum may be reduced to 1,100 square feet of ground floor area, providing that the total living area of the 1-1/2 or 2 floors is not less than 1900 square feet, it being understood that these minimum requirements are exclusive of basement area. All dwellings must have at least a 3 car attached garage minimum or
an attached garage in an equivalent size of a 3 car garage. All dwelling shall be constructed according to Uniform Building Code building requirements prevailing on the date the building is constructed. It being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. Exterior colors and exterior construction materials of all dwellings and out buildings must first be approved, in writing, by the Architectural Control Committee. All exterior surface materials and roofing shall be subject to approval by the Architectural Control Committee. Once construction is begun on any structure, construction of that particular structure, wall, fence, residence, ancillary building, or other structure shall be completed within one (1) year of the time such construction was begun.

7. No building shall be located on any lot nearer than fifty (50) feet from any lot line. This covenant shall not prohibit a building from being built within fifty (50) feet of a lot 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 single home site. Due to the varied topography of the land a variance may be granted for less than 50 feet at the sole discretion of the Architectural Control Committee.

8. No activity of a noxious or offensive nature may be conducted upon any tract in this subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. No high volume trade business, manufacturing, or commercial warehousing activity shall be permitted upon said premises.

9. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the Laramie County Department of Environmental Health. No septic tank or field system shall be nearer than fifty (50) feet to any building lot line except with the consent of the appropriate health officials of the County and State and the Architectural Control Committee; 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 subdivision. All toilet facilities must be a part of the residence or garage and shall be of a modern flush type and connected to a proper septic tank system.

10. No lot shall be used or maintained as a dumping ground for rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition or are in a state of disrepair, appliances, etc. Trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage of disposal of such material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.
11. Except for signs advertising the initial offering of SUMMERHILL RANCHES, no sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale or rent, or except signs of no more than 32 square feet used by a builder to advertise the property during the construction period. Upon completion of construction a large sign shall be removed, but, may be replaced with a five square foot sign for advertising purposes.

12. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. No more than three (3) horses may be kept for recreational purposes for each tract owned, provided such horses are accommodated with adequate stable facilities approved by the Architectural Control Committee and an adequate non-grazing feeding arrangement is demonstrated. Operation of a commercial riding stables and commercial boarding stables shall not be allowed. Stables, barns, horse sheds and corrals will be of finished construction and shall be maintained in compliance with all lawful sanitary regulations and Architectural Control Committee Approval. Dogs will be under the control of the owner at all times and will not be allowed to run free off the owners tract. This covenant will not prohibit 4-H, FFA, or similar non-commercial limited project subject to prior written approval of the Architectural Control Committee, which may be denied.

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

14. 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 any other public or quasi-public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair.

15. 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 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, at any time, an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

16. It shall be lawful for any owner of any tract or tracts in the area or the Architectural Control Committee to maintain an action of Enforcement by any proceeding at law or in equity against any person or
persons violating or attempting to violate the aforesaid provisions, restrictions and covenants.
either to restrain violations or to recover damages, or both. In the event a party is found through
a legal proceeding to have violated any of the covenants and provisions herein, said party shall be
liable for the attorney's fees incurred by those compelled to enforce the covenants. The
Architectural Control Committee is in no way responsible for enforcement of the restrictions in
the declaration.

17. Water wells shall be set back a minimum of fifty (50) feet from any property line.
18. All utility lines form the easement to the structure shall be underground and the
responsibility of the new owner, builder and/or the utility company.
19. Any and all boundary fencing to be constructed subsequent to the time of the filing of
these covenants shall NOT include barb wire or steel "T-posts", fencing must have wood posts
and rails.
20 SEVERABILITY: Invalidation of any one of these restrictions by judgement or Court
Order shall on no way affect any of the other provisions which shall remain in full force and
effect.
21. Upon the sale of the remaining lot, the four property owners will become the
Architectural Control Committee.

Dated this day of May 1993
C.W. Croker

Dorothy Croker

STATE OF WYOMING )
COUNTY OF LARAMIE )

The foregoing was acknowledged before me by C. Wayne Croker, and Dorothy Croker, this
10th day of May, 1993.

Gina Burke - Notary Public
County of Laramie State of Wyoming

P. Michael Croker

Witnes my hand and official seal.

Gina Burke

Notary Public

My Commission Expires:

The foregoing was acknowledged before me by P. Michael Croker, this 17th day of May, 1993.

Gina Burke - Notary Public

Witnes my hand and official seal.

Gina Burke

Notary Public