

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

SUBURBAN GARDENS, BLOCKS 5-12

Sheridan, Wyoming

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THIS DECLARATION made this 3rd, day of November, 1995, by

JOHN E. RICE & SONS, INC., d/b/a WRENCH RANCH, hereinafter referred to as
Declarants.

WITNESSETH:

WHEREAS, Declarants are owners of certain real property in Sheridan,
Wyoming, which is more particularly described in Exhibit "A" appended hereto and made
a part hereof.

NOW, THEREFORE, Declarants hereby declare that all of the properties
described in Exhibit A shall be held, transferred, sold, conveyed or contracted to be
conveyed by Declarants subject to conditions, restrictions, reservations and covenants now
on record and upon the following express conditions, provisions, reservations, restrictions,
servitudes and covenants (hereafter referred to as "covenants"). Each and every covenant
is for the benefit of the entire Subdivision and for the benefit of each owner of land therein.
These covenants shall run with the land and inure and pass with this property and each and
every parcel of land therein. These covenants shall be binding on all owners of land in this
Subdivision and their successors in this interest, regardless of how that interest is acquired.
This includes, but is not limited to, adverse possessors, lessees and purchasers at mortgage
foreclosure sales. These covenants are imposed pursuant to a general plan for the
improvement and benefit of Suburban Gardens.

It is the intention of the Declarants that the lands located in the Subdivision
shall be developed and maintained as a highly desirable rural residential area. The purpose
of the following covenants is that the present natural beauty, growth, native setting and
surroundings shall always be protected in conjunction with the uses and structures permitted
by these Declarants.

ARTICLE I

Use and Other Restrictions

(1) No re-subdivision of any block/lot shall be permitted as restricted on the deed of each block. No more than one single family residence is permitted to be constructed on any block/lot. It is anticipated that Block 13 of the Suburban Gardens Subdivision shall be resubdivided into 15 lots as part of a common plan of the Declarants. These covenants shall not act to restrict such resubdivision by the Declarants. Upon the resubdividing of Block 13 by Declarants these covenants shall be amended to incorporate and include Block 13 and its resubdivided lots as completed by Declarants. In the event that such resubdivision of Block 13 is not completed by Declarants these covenants shall remain in force and full effect to Blocks 5-12 and shall not act to restrict use of Block 13 retained by Declarants.

(2) All blocks/lots in the Subdivision shall be used for single family residential and recreational purposes. No manufacturing or commercial enterprise of any kind for profit shall be maintained on, in front of, or in connection with the lands in this Subdivision as restricted on the deed of each block/lot, except the lands of this subdivision may be used for home occupations. A home occupation use is a use (1) clearly incidental to or secondary to the residential use of the dwelling on the property; (2) carried on within the dwelling by one or more occupants of the dwelling and does not employ anyone not residing in the dwelling; (3) does not display or create outside the dwelling and exterior evidence of the operation of the home occupation; and (4) does not involve the operation of a store, the sale of merchandise, the keeping of stock in trade, the use of the premises for commercial camping, commercial recreation, commercial overnight parking, or the presence or visitations of clients and/or customers; (5) create any noise.

(3) All buildings erected on any subdivision block/lot shall be a detached single family dwelling with an attached 2 car garage and other outbuildings, fences, corrals, water impoundments, or other structures that may be approved by the Board of Directors. A single

family residence shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages of 2,000 square feet. One and one-half story structures shall be permitted with a ground floor area devoted to living purposes, exclusive of porches, terraces and garages of 1,400 square feet and the one-half story not to exceed 50% of the ground floor area. No building constructed or erected on any block shall present a solid two story facade.

(4) All buildings, outbuildings, interior fences including yard fences, corrals, and/or other structures constructed or erected on the blocks/lots shall be within the building envelope/area as outlined on the Record Survey as recorded with the Sheridan County Clerk, Drawer A of Certificate of Surveys No. 128, and incorporated hereto and attached as Exhibit "B" and shall be set back at least fifty (50) feet from any side block/lot line and at least twenty (20) feet from the front (west) and rear (east) lines of the building envelope. The following exceptions shall apply; Block 7 side block line set backs shall be twenty-five (25) feet; the south block line setback of Block 5 shall be fifteen (15) feet from the environmental, beautification and protection easement.

(5) Each lot shall contain an environmental, beautification and protection conservation easement protecting the riparian area between the Bridle Path and Big Goose Creek of each lot as specifically described and set forth in Exhibit "B" Record of Survey. This conservation easement shall be for the benefit of the entire Subdivision and for the benefit of each land owner and shall run with the land and inure and pass with each and every parcel of land therein. The conservation easement shall also be for the benefit and be reserved and appurtenant unto Block 13 of Suburban Gardens and other lands contiguous with the subdivision owned by John E. Rice & Sons, Inc., d/b/a Wrench Ranch, its assigns, and/or successors in interest. The following activities, uses and practices by the owner are prohibited and inconsistent with the purpose of the Conservation Easement and shall be prohibited.

A. The change, disturbance, alteration or impairment of the significant relatively natural habitat for plants, wildlife, or similar ecosystems within and upon the area of each lot owner's land depicted on Exhibit "B" as a conservation easement.

B. The construction or placement of any buildings, camping accommodations, mobile homes, boat ramps, bridges, billboards, water impoundments, corrals, livestock water gaps, roads or vehicle trails, or other structures.

C. Except as approved by the Board of Directors, the removal, destruction or cutting of native vegetation, including agricultural grazing, personal-use firewood and other agricultural uses except for the control of noxious weeds.

D. The introduction of non-native plant or animal species, including agricultural purposes and cultivation of crops.

E. The exploration for or extraction of minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock or other materials on or below the surface.

G. The use of motorized vehicles, except for maintenance as approved by the Board of Directors.

H. The dumping or disposal of toxic or hazardous materials, used tires, oil tanks and barrels, or automobiles, fireplace ashes, used oil, animal waste or carcasses, etc.

I. The manipulation, diversion, or other alteration of natural water courses or any practice which degrades or destabilizes the natural banks or shorelines except as provided herein.

J. Any change in the topography, through the placement therein of soil, land fill, dredging spoils, or other material, except as incidental and necessary to the activities permitted herein.

A utility easement for the placement and maintenance of underground piping or other means of conveyance of fresh water from the aquifer of Big Goose Creek to a pond located on Block 13 shall be allowed in the Conservation Easement and reserved unto and appurtenant to lands owned by John E. Rice & Sons, Inc., d/b/a Wrench Ranch, its assigns and/or successors in interest, including Block 13 and other lands contiguous with the subdivision. The specific location of this easement shall be the same as the Conservation Easement as depicted on Exhibit "B".

(6) Only new construction shall be permitted for all buildings or residences in the subdivision, and such construction shall be of good quality and appearance and the exterior design shall harmonize with existing structures and native setting of the area as approved by the Board of Directors. Professional architectural drawings and/or plans shall be submitted

to the Board of Directors for approval for all construction, additions and modifications of any residences, outbuildings, fences, corrals, water impoundments, or other structures. A simple 3-D scale (i.e. made out of cardboard or foam-core) model of the exterior to show size and roof lines shall also be submitted. Compliance and obtaining Board of Directors approval shall be done in accordance with additional provisions of these covenants. All water impoundments shall require the submission of plans and designs approved by a licensed professional engineer assuring no disturbance with existing sub-surface aquifer and pass through of all unadjudicated surface waters. The Board of Directors shall disapprove construction of water impoundments unless adequate assurances of no material effect of existing surface and sub-surface waters are provided.

(7) No mobile homes, modular homes or any other structure constructed or partially constructed outside the Subdivision shall be permitted to be placed on any block/lot in the Subdivision as restricted on the deed of each block/lot.

(8) No structure on any block/lot may be inhabited until it has been completely enclosed and substantially completed and sanitary facilities and utilities have been installed.

(9) No structure of a temporary character, a mobile home, trailer, basement, tent, garage, barn or other building shall be built or moved onto any block/lot at any time and used as residence or other building either temporarily or permanently, with the sole exception of a temporary contractor's shed and/or trailer and temporary sanitary facilities may be erected and used during the period of construction. Provided, however, recreational vehicles owned by the landowner may be stored on the premises in an outbuilding or other enclosed structure which plans for construction have been approved by the Board of Directors and constructed in accordance to these covenants.

(10) No block/lot within the subdivision shall be split as restricted on the deed of each block/lot, provided that nothing herein shall preclude a purchaser from buying one or more blocks/lots.

(11) Residences, outbuildings, fences, walls, exterior lighting facilities, domestic water or waste water disposal systems or other structures may be constructed, replaced or altered on any block/lot within the Subdivision only after the plans and specifications showing the location of the structure and the plans and specifications for construction or alteration have been approved by the Board of Directors as to the quality of workmanship and materials, harmony of colors to blend with the surrounding area and harmony of external design with the existing structures and/or location with respect to topography, finished grade, elevation and compliance with the covenants herein. Specifically disallowing bright, shiny metallic-type external finish and metal siding.

(12) A purchaser of any block/lot or blocks/lots within the subdivision shall complete exterior construction within one hundred twenty (120) days of commencement of construction. In the event of the failure of the owner of the block/lot or blocks/lots to substantially complete exterior construction within one hundred twenty (120) days after commencement thereof, the Board of Directors shall have the right to retake possession of the premises and pay the purchaser the original purchase price for the block/lot or blocks/lots plus fifty percent (50%) of the actual construction cost of any improvements thereon, less either the reasonable cost of removal of such construction, backfill, foundations or any other work required to return the block/lot or blocks/lots to the original condition or the reasonable cost of completion of such construction, whichever shall be the lesser amount.

(13) All exterior finish shall be of wood, stone or brick and painted surfaces shall be of earthenware. Earthenware stucco or similar type materials shall be allowed. White is not considered an earthenware color. Soffit, fascia and trim may be of other materials as determined by the Board of Directors but shall exclude bright, shiny, metallic-type external finishes.

(14) Yard fences may be of any type as shall be approved by the Board of Directors. Any other fence or fences other than those constructed by the Declarants shall have to be approved by the Board of Directors.

(15) Chimneys shall be of stone or brick of natural color. No metal chimneys shall be allowed. All chimneys, flues, fireplaces, including outdoor fireplaces or facility of any type, designed to contain a fire must be installed with a spark retardant screen designed to contain sparks that may cause fire outside its confines. Any material used for burning in any fireplace, woodstove or any other type of heating stove or facility must be stored such that it is not visible from the front of the building envelope and does not extend in front of the rear line of the residence unless approved by the Board of Directors.

(16) Roofs shall be black or dark charcoal gray in color and be of T-lock asphalt shingles, cedar shakes, cement or other such material as may be approved of by the Board of Directors.

(17) No building material shall be stored on any block/lot for a period of longer than thirty (30) days unless substantial construction is actually in progress.

(18) All area disturbed by construction shall be returned to natural conditions and replanted within one growing season with suitable ground cover.

(19) All lands, buildings, structures, fences, and other improvements shall always be maintained and kept in good repair.

(20) Basketball boards or other sporting equipment shall be attached to the house, garage or other building and not supported on separate posts unless no part thereof extends in front of rear line of the residence, such equipment shall not be visible from the front of the building envelope unless approved by the Board of Directors.

(21) No junk, unoperable or unlicensed automobiles, mechanized vehicles of any type, trailer, boat, camper or other recreational type vehicle, farm machinery or stock trailers shall be situated or parked on any block/lot in the Subdivision for more than seven (7) consecutive days, nor more than twenty-eight (28) days within any calendar year, unless such vehicle or equipment or implement is enclosed in a garage or other outbuilding. No mechanical repair may take place outside an enclosed building. No parking shall be allowed within the boundaries of any road right of ways.

(22) No gasoline or other type of fuel, except propane, shall be stored in tanks or containers located above or on the surface of the ground. Propane tanks shall be located such that they are not visible from the front view of the building envelope and shall not be located in front of the rear line of the residence. All propane tanks shall be enclosed in a screen from view. Such enclosure from view or painting of earth tone color shall be approved by the Board of Directors.

(23) Necessary outbuildings, corrals, water facilities and other structures for the purpose of keeping horses or mules shall be permitted on any block/lot, provided however that arenas for roping shall not be allowed due to dust and noise. Corrals and/or paddocks shall be kept free of weeds and shall be cleaned of manure on a regular basis so not to create noxious odors. Corral/paddock facilities shall be approved by the Board of Directors as to size and materials for construction. Such use shall comply with the restrictions in the conservation easement set forth herein. No "hot walker" or other equestrian exercising equipment shall be placed in front of the rear line of the residence, such equipment shall not be visible from the front of the building envelope unless approved by the Board of Directors.

(24) No portion of the Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such trash, garbage or other waste shall be kept in sanitary containers which are to be housed within enclosures and all

containers shall be secure against spilling and shall be removed to a public land fill at time of disposal. The burning of garbage or trash in incinerators or by any other means is prohibited. Normal agricultural ditch burning may be permitted if done with care and discretion in conformity with Local, State and Federal regulations and the Board of Directors.

(25) Homeowners shall be required to take all measures necessary to eliminate noxious weeds at their own expense and comply with all local, state and federal regulations. The definition of a noxious weed shall be that imposed by the Sheridan County Weed and Pest Control, and/or the Board of Directors.

(26) Fencing and the common driveways shall be constructed by the Declarants as depicted in Exhibit "B". Maintenance of the common driveways shall be the responsibility of the Board of Directors. Maintenance of the fencing shall be shared equally by the Homeowners sharing the applicable boundary fence.

(27) No block/lot owner may clear brush or trees or do any extensive branch trimming or clearing of any nature except after having first obtained written approval from the Board of Directors. Such approval shall specify the time and manner in which such clearing can be done and what may be cleared. Such clearing shall comply with the restrictions in the Conservation Easement set forth herein.

(28) No weeds or unsightly growth of plants shall be permitted to grow or remain upon any block/lot in the Subdivision, and all blocks/lots shall be kept cleared of any trash, debris or waste.

(29) No noxious or offensive activities shall be carried on within the Subdivision or upon any block/lot at any time, nor shall anything be done which may constitute an

annoyance or nuisance to an other owner within the Subdivision. The Board of Directors shall determine whether any use is an annoyance or nuisance.

(30) Since it is the desire to retain the Subdivision in as near its natural state as possible and to maintain peace and quiet in the area, there shall be no hunting, discharge of firearms, archery hunting, or fireworks in the Subdivision. No trapping of any kind unless approved by the Board of Directors specifically for protecting the conservation easement shall be allowed.

(31) No birds, dogs, cats, pets, poultry, rabbits, llamas, animals or livestock of any type shall be raised, bred, or kept for any commercial purpose on any block. Llamas, goats, swine, stallions, cattle, donkeys, bulls, sheep, ostrich, emu, poultry and rabbits are expressly forbidden and none shall be kept at any time on any block for any purpose.

(32) Horses and/or mules may be kept and raised only for family use and enjoyment. All horses and/or mules shall be confined by a fence, corral or enclosure which is sufficient to restrain them. Two (2) horses or mules maximum shall be allowed on blocks/lots of less than ten (10) acres, four (4) horses or mules maximum shall be allowed on blocks/lots of more than ten (10) acres.

(33) Owners of land in the Subdivision shall follow proper land management procedures to prevent overgrazing or erosion of the land in the Subdivision. All owners of land shall keep their property from unsightly conditions through grazing and/or mowing. The Board of Directors shall have exclusive right to determine when overgrazing or erosion is threatened by the acts of the property owners.

(34) Any dog, cat or other pet which may be kept shall not become a nuisance. No pet shall at any time be permitted to run at large, and all pets shall be kept either in the

dwelling or in an approved enclosure unless under the direct and immediate control of the owner.

(35) All motorcycles and motorcycle type of transportation, including but not limited to motorbikes, trail bikes, any all terrain vehicles, as well as all snow machines, recreational vehicles, trucks, pick-ups, automobiles and vehicles of any kind shall comply with legal licensing requirements both as to the vehicle and the driver or operator thereof, shall comply with and obey all laws, rules and regulations of the State of Wyoming and the County of Sheridan relating to ownership, licensing, operation and use of the foregoing means of transportation, whether on public roads or on individually owned blocks/lots.

(36) Motorcycles, all-terrain and similar type vehicles, motorbikes, trail bikes and snowmachines and snow vehicles of any and all types shall be used only to enter and exit from the public roads to the private block/lots. It is strictly prohibited to operate such foregoing means of transportation in any unsafe, noisy or offensive manner on or in the subdivision and operation thereof shall be limited to only ingress and egress as stated above. In addition, all vehicles of any kind shall be operated at a noise level which are at least as quiet as factory noise level. No vehicles of any kind shall be allowed on the walking/riding paths or in the common areas except in the case of needed maintenance and/or repair as approved by the Board of Directors.

(37) Any and all wells drilled on the property shall be used for domestic, stock water and irrigation. Sale of water for profit shall be prohibited.

(38) All sewer systems shall be approved by the Board of Directors prior to construction and must comply with applicable local, State and Federal requirements and standards. All sewer systems construction shall be properly inspected and licensed by the County of Sheridan.

(39) In the event public water or public sewer facilities are extended to the Subdivision, the owner of any block/lot having a dwelling already constructed, being constructed or at such a time construction should begin shall hook on to the public water or public sewer system at their own expense.

(40) Any multiple-block/lot private water or sewer system shall be maintained and paid for by those owners using said system.

(41) In the event that the Board of Directors deems it necessary to install a community water or sewer system, due to poor percolation of soil, lack of availability of water or any other reason, it may do so with the approval of the County of Sheridan and any other applicable entity. The cost of the installation shall be borne by the Board of Directors and assessed on an equal pro-rata basis to each block/lot owner. Maintenance shall be paid for by those owners using said system.

(42) John E. Rice & Sons, Inc. dba Wrench Ranch hereby reserves to itself, its successor and/or assigns, perpetual easements across such land in the Suburban Gardens Subdivision, along all irrigation and drainage swales and ditches presently in existence including, but not limited to, 30-foot ditch easement known as the Grinnell Livestock Company Big Goose Creek Ditch, 20-foot drainage and irrigation easement running parallel to U.S. HWY 338, 15-foot drainage and irrigation easement running along the south boundary of Block 5, as depicted and specifically described on Exhibit "B". Such easements shall be for the purpose of maintaining, operation, and improvement of the ditches for proper irrigation and conveyance of waters to lands in which such ditches serve.

(43) All costs incurred for maintenance, repair or improvement of roads, recreation easements and areas, or common ground in the Subdivision shall be shared by the block/lot owners on an equal pro-rata basis, or upon a ratio to be agreed upon by the Board of Directors.

(44) The Board of Directors shall determine the type of construction, location, construction materials and construction specifications for the roads or private drives and ditch or swale crossing devices for all blocks/lots.

(45) Easements and right of ways of twenty-five (25) feet on each side of the common property boundary lines between Blocks 5 and 6, 7 and 8, 9 and 10, and 11 and 12 are hereby reserved for the installation of driveways and utilities, including but not limited to electricity, gas, telephone, sewer, water, TV cable or other public or quasi-public utility service purposes together with the right of entry at any time for the purpose of maintenance or construction as specifically described as to location depicted in Exhibit "B". Additional 20-foot wide utility easements as specifically described as to location on Exhibit "B" are reserved for utilities as provided for above.

(46) Any and all utilities placed within the Subdivision shall be underground.

(47) A 20-foot wide tree easement is hereby reserved for the planting, maintenance and care of trees including right of entry along the southern boundary of Block 5 of the subdivision and specifically described on Exhibit "B".

(48) Any swimming pools with the exception of children's wading pools not exceeding eight feet in diameter, tennis courts or other outdoor recreational facilities which are to be constructed or located in the Subdivision shall have prior approval as to design and location from the Board of Directors.

(49) No permanent clothes line posts will be erected on any of the blocks/lots. Any clothes line posts or poles shall be of the removable type and shall be enclosed or screened from view on all sides as approved by the Board of Directors.

(50) No television or other communication towers or structures including satellite dishes exceeding four (4) feet in diameter shall be placed in front of the rear line of the dwelling and shall be enclosed or screened from view. Any such tower or structure that exceeds three (3) feet above the building roof line shall be first approved by the Board of Directors.

(51) No outside illumination equipment, fixtures or yard lights which will be detached from the residence, garage or other building shall be constructed unless attached to a post or pole which shall not exceed eight (8) feet in height and which post or pole shall conform to the general architectural plan of the dwelling. All connections for such detached illumination shall be underground.

(52) Excavation for stone, gravel or earth on any block/lot is prohibited. Excavation for construction purposes is permitted, but only after construction has commenced and during the construction period. The Declarants and/or the Board of Directors reserve the right to remove the excavated stone, gravel or earth for construction of roads in the Subdivision.

(53) Access shall be granted to a responding fire department across any block/lot to Goose Creek for the purpose of fire suppression of any fire.

(54) Walking/Riding paths herein referred to as Bridle Paths shall be provided as depicted on Exhibit "B" and shall create an easement at the rear of the existing block/lots for the use and enjoyment of the landowners in the subdivision. Areas that are easements shall be fenced out of the landowners property. Such easements are for the use and benefit of the block/lot owners and shall not be used for any commercial activities. The easement shall include right of entry for maintenance and improvement of the path and a pond located on Block 13. The easement is reserved unto and appurtenant to lands owned by

John E. Rice & Sons, Inc., d/b/a Wrench Ranch, its assigns and/or successors in interest, including Block 13 and other contiguous lands.

(55) No flood irrigation shall be used within the subdivision. All irrigation water from the main ditch shall be conveyed to the property by electric pump and the method of irrigation shall be sprinkler.

(56) Access to the blocks/lots from Highway 338 a/k/a Decker Road, shall be limited to those accesses set forth in Exhibit "B" and provided by Declarants.

(57) Additional restrictions or covenants not in conflict with the covenants herein may be made by appropriate provision in any contract or deed for sale or conveyance of a block/lot. Such additional restrictions shall inure to the benefit of and be binding upon the parties in the same manner as they have been expressed herein.

ARTICLE II

Board of Directors

(1) The Board of Directors shall consist of the Declarants and an Architect selected by the Declarants until such time eighty percent (80%) of the blocks/lots within the Subdivision have been sold at which time the owners of said blocks/lots shall elect three (3) members to replace the Board. These members to serve one (1) year terms with elections to be held annually following the date of the first election. Upon the death or resignation of any block/lot owner on the board, the remaining members of the Board shall have the authority to designate a successor from the block/lot owners who shall remain on the board until the next election. In the event that Block 13 is resubdivided and these covenants are amended to incorporate such, the Board of Directors shall be the Declarants and an Architect selected by the Declarants until such time as eighty percent (80%) of all the blocks/lots including the resubdivided Block 13 have been sold, at which time the owners of the said blocks/lots shall elect three board members as provided for herein.

(7) Prior to construction on private lands or any other matter designated for approval by the Board of Directors, the owner of said private lands or the person contemplating such construction must submit preliminary plans and specifications to the

(6) The Board of Directors shall have the right to make and enforce reasonable and uniformly applied rules and regulations governing the use of the easements and common property to assure equitable use and enjoyment by all persons within the Subdivision.

(5) The Board of Directors shall have the obligation of providing for the care, operation, management, maintenance, repair and replacement of common easements. Without limiting the generality of the foregoing, said obligations shall include the keeping of such common easements and improvements thereon in good, clean, attractive, sanitary condition, order, repair, and desirable; and making necessary and desirable alterations, additions, betterment, improvement to or on the common easements.

Board of Directors.

(4) The members of the board shall elect a chairman who may also serve as secretary unless another member shall designated as such. In any event, the secretary shall keep a minute record of all proceedings and actions taken by the board and shall be responsible for all correspondence. Meetings of the Board may be called at any time by the chairman as required to transact any business, and the Board may formulate its own rules and regulations for the calling of such meetings and conduct of its business. Upon the purchase of a block, the purchaser shall be provided with the names of the members of the

(3) At a meeting, each single-family block/lot shall have one vote.

(2) Elections to Board of Directors shall be held at the annual meeting. Notice of the meeting shall be mailed to all property owners within the Subdivision at the address given to the Board secretary.

Board of Directors, which plans and specifications shall include the following: (a) finished grades; (b) finished floor elevations; (c) floor plans; (d) roof plans; (e) site location plat; (f) all four exterior elevations; (g) exterior colors; (h) a simple 3-D scale model setting forth the exterior size and roof lines. Within thirty (30) days after receiving the plans and specifications for such construction or other matter, the Board shall either approve or disapprove the plans and specifications which approval or disapproval shall be in writing. In the event the Board fails to approve or disapprove within such period of time after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been communicated prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with. If the plans shall be rejected because of noncompliance with the covenants and restrictions, the reason therefore shall be stated. The person submitting the plans shall have the right to make application to the Board for review of its decision and may request a variance from the restrictions. In the event the board approves preliminary plans and specification, prior to construction, final plans and specifications shall be submitted to the Board of Directors and detailed form, to assure conformance of the final plans and specifications and specifications with the preliminary plans and specifications. All water impoundments shall require the submission of plans and designs approved by a licensed professional engineer assuring no disturbance with existing sub-surface aquifers and pass through of all unadjudicated surface waters. The Board of Directors shall disapprove construction of water impoundments unless adequate assurances of no material effect of existing surface and sub-surface waters are provided for.

(8) It is anticipated that Block 13 of Suburban Gardens Subdivision shall be resubdivided as part of a common plan of the Declarants. In the event that such resubdivision is completed, these covenants shall be amended to incorporate and include the resubdivided Block 13 as completed by Declarants. Such amendment shall be effective if signed by Declarants.

ARTICLE III

Assessment

(1) The owner of any block/lot or blocks/lots shall be obligated to pay and shall pay unto the Board of Directors the overhead assessment for maintenance and repair of all of the common easements, areas, and recreation facilities. The assessment shall be determined by dividing the costs equally between the owners of each block/lot. Assessments are made against each block/lot entitled to vote unless another assessment plan is approved by the Board for a specific assessment.

(2) The Board of Directors shall have the power and authority to determine all matters in connection with assessments, including the power and authority to determine where, when and how assessments shall be paid to the Board and each block/lot owner shall be required to comply with any such determination.

(3) The amount of any assessment, or any other amount payable with respect to any lot shall become due and payable thirty (30) days after notice that such amount shall have been given by the Board of Directors to such block/lot owner, or at such later time as may be specified by the Board. Any amount shall bear interest at the rate of eighteen (18) per cent per annum from the date due and payable.

(4) The Board shall have a lien against each block/lot in order to secure the payment of any assessment plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in manner of foreclosures of real estate mortgages in the State of Wyoming.

(5) No substantial improvements shall be undertaken in the common easements or areas for the construction of which owners are to be assessed, without the consent of eighty percent (80%) of all owners in the Subdivision.

ARTICLE IV

General Provisions

(1) The Board of Directors shall have the authority to determine compliance with the covenants contained herein, and allocate and assess the costs for improvement, maintenance and repair easements, roads and other areas designated for common use to the block/lot owners. Upon the violations of any covenant, or upon the failure to pay any assessments, a written notice of such violation or failure shall be directed to the violator who shall then have ten (10) days after receipt of the said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, the Board of Directors may re-enter and take possession of the violator's premises and/or correct the violation and charge all costs of such correction to the Owner. In addition, liquidated damages may be assessed against the violator at the rate of \$25.00 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, the violator, in addition to any of the other penalties provided herein or which may be assessed by the Court, shall be liable for all attorney's fees and costs incurred by the Board of Directors in bringing such action. Nothing in this provision shall act to impair an individual owner from bringing suit to enforce compliance or enjoin any violation to these covenants, the violator shall be liable for all attorney's fees and costs incurred by such individual owner in bringing such action.

(2) Invalidity of any one of these covenants or restrictions by Judgement or Court Order shall in no way effect any other provisions which shall remain in full force and effect.

(3) The covenants and restrictions of this Declaration shall run with, and be

binding upon, the land for a term of twenty (20) years from the date of this declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by the owners of not less than eighty per cent (80%) of the total lots with the Subdivision, excluding amendment by Declarants prior to the sale of 80% of the total lots which shall allow Declarants to unilaterally amend such including to incorporate the resubdivision of Block 13 which shall be effective by the signature of the Declarants, and all such amendments shall be recorded in the office of the County Clerk of Sheridan County, Wyoming.

(4) This Declaration shall be binding upon and shall inure to the benefit of the

Board of Directors and each owner, and the heirs, personal representatives, successors and assigns of each of them.

IN WITNESS WHEREOF, the Declarants have executed this Declaration of

Protective Covenants for Suburban Gardens Subdivision this 3 day of November, 1995.

1995.

JOHN E. RICE & SONS, INC., d/b/a WRENCH RANCH

By: [Signature] President
[Signature] Vice President

STATE OF WYOMING)
COUNTY OF SHERIDAN)ss
)

The foregoing instrument was acknowledged before me this 3 day of November, 1995, by NELTJE, President, and JAMES L. JELLIS, Vice President, of JOHN E. RICE & SONS, INC., d/b/a WRENCH RANCH.

WITNESS my hand and Official Seal.



[Signature]
Notary Public

My Commission expires: Nov. 24, 1997

EXHIBIT "A"

Blocks 5 through 12, Suburban Gardens Subdivision, being a portion of
 Subdivision No. 1 of Holdrege Ranch, Section 10, Township 56 North, Range
 84 West, 6th Principal Meridian, Sheridan County, Wyoming.

See Record of Survey Drawer A of Certificate of Surveys No. 128 as recorded
in the Office of the County Clerk, Sheridan County, Wyoming.

EXHIBIT "B"