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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ARROWHEAD SPRINGS PHASE I

This is a Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of real property, made effective this 31ST day of MAY, 1985, by Albert T. Kolman, Jr. and Frances R. Kolman, husband and wife, and Arrowhead Springs, Inc., a corporation, Declarant.

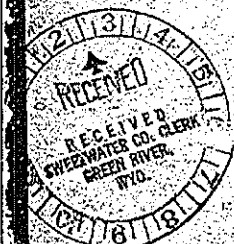
1. Purpose. Declarant is the owner of certain real property located in Sweetwater County, Wyoming, which property is more particularly described in "Exhibit A" attached hereto and made a part hereof, and which is hereinafter referred to as the "Property". The Property is of scenic and natural value, and Declarant is adopting the following covenants, conditions and restrictions to preserve and maintain the natural character and value of the Property for the benefit of all the owners of the Property or any part thereof.

2. Declaration. Declarant hereby declares that the Property described in "Exhibit A" attached hereto, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following covenants, conditions and restrictions, which are sometimes referred to hereafter as the "Covenants". The Covenants shall run with the Property and any lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the Property, and shall inure to the benefit of every owner of any part of the Property.

3. Definitions. The following terms and phrases used in these Covenants shall be defined as follows:

a) "Design Committee" shall mean the committee responsible for the administration and having the authority for the enforcement of these Covenants, as created in paragraph 6 hereof.

b) "Development" shall mean any alteration of the natural land surface, and all buildings, structures or other site improvements placed on the land to accommodate the use of a lot.



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ALBERT B. VESCO, COUNTY CLERK.		

c) "Lot" shall mean any portion of the Property as shown on a recorded plat.

d) "Owner" shall mean the record owner of a lot, including a contract purchaser, but excluding anyone having an interest in a lot as security for the performance of an obligation.

e) "Principal Residence" shall mean the single family residential structure, constructed on any lot of the Property, which is the principal use of such lot, and to which other authorized structures on such lot are necessary.

f) "Property" shall mean the real property described in "Exhibit A" attached hereto and made a part hereof, and shall not include Tract A and Tract B of Arrowhead Springs Phase I.

g) "Structure" shall mean anything built or placed on the ground.

4. Building Permit Required. No building, structure, road, fence, or improvement of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain on any lot, and no construction activities or removal of vegetation shall be commenced until a building permit has been issued therefor by the Design Committee.

a) Duplicate sets of plans and specifications for any lot improvement or alteration, including vegetation removal, shall be submitted to the Design Committee. The plans shall include a plot plan indicating the placement of all structures proposed to be erected upon the lot, and the location, width and grade of the private driveway proposed for access to such structures. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these Covenants. A one-time fee of \$50.00 shall be paid to the Design Committee for the processing and review of all authorized structures proposed to be constructed upon the lot.

b) The Design Committee shall review the plans and specifications within thirty (30) days from the submission thereof, and determine if the proposed use or development conforms to the requirements of these Covenants. The Design Committee may approve plans and specifications subject to any conditions or modifications which the Design Committee determines to be necessary in order to ensure conformity with the requirements of these Covenants. The Design Committee shall retain one set of plans and specifications. In the event the Design Committee neither approves nor disapproves such plans and specifications within thirty (30) days from the submission thereof, written approval in the form of a Building Permit shall be deemed to have been granted.

5. Development and Use Restrictions. All development and use shall conform to the following requirements:

a) Provisions in Addition to County Land Use Regulations. Conformity with any and all applicable land use regulations of Sweetwater County shall be required, in addition to the requirements of these Covenants. In cases of any conflict, the more stringent requirements shall govern.

b) Authorized Use. Only single-family residential use shall be permitted, together with the maintenance and use of domestic livestock as hereinafter set forth.

c) Prohibited Uses. No commercial, industrial or other non single-family residential use whatsoever shall be permitted.

d) Authorized Structures. No building or structure shall be constructed, placed or maintained on any lot, except one single-family residence, garage facilities, associated outbuildings, barn and corral facilities, and authorized fences, not to exceed a total of four buildings or structures on any one lot, exclusive of corrals and authorized fences.

e) Lawns and Gardens. Lawns and/or gardens shall be permitted, but any such lawn and/or garden shall be contiguous to the single-family residential structure, and such lawns and/or gardens, in combination, shall not be permitted to exceed 10,000 square feet in total area.

f) Construction. All structures shall be designed in a character in keeping with the landscape, style and architecture of the Property. All improvements shall be of new construction. Pre-built, prefabricated, component or modular construction shall be permitted only upon specific approval of the Design Committee. The exterior of all buildings shall be of wood, stone, stucco, brick, plaster or other suitable material to be specifically approved by the Design Committee. The exterior roof of all buildings shall be of cedar shake or slate, asphalt shingle or other suitable material to be specifically approved by the Design Committee. All exterior materials, finishes, decorations and colors shall require specific approval of the Design Committee, it being the intent of this Declaration that the buildings within the Property blend with the natural surrounding landscape. All such construction shall comply with the following standard codes and official amendments thereto: Uniform Building Code, current edition; National Plumbing Code, current edition; National Electrical Code, current edition; National Fire Protective Association International, current edition; and such State of Wyoming building and safety codes as may be applicable to the Property.

g) Structures - Completion. The exterior of all buildings and other permitted structures must be completed within twenty-four (24) months after the commencement of construction except where such completion is impossible or would result in undue hardship to the owner or builder due to strikes, fires, national emergency or natural calamities, and, in that event, diligently pursued, nonetheless, to either completion or removal of the structure from the premises.

h) Height Limitations, Setbacks, Floor Area Requirements. No building shall be greater than 35

feet in height. Building height shall be measured from existing grade to the highest point of the roof structure, but shall not include chimneys, vents or antennas. All structures, excepting lot boundary fences, shall be set back at least 50 feet from any lot line. The residential structures shall have a minimum floor area of 1500 square feet.

1) Authorized - Prohibited Fences.

(A) The following are the only fences permitted on any lot, except as provided in subparagraph (B) below:

(1) a boundary fence, around the exterior lot lines of a lot, of pole, rail or other open view construction, the design and materials of which shall be approved by the Design Committee;

(2) a corral, enclosing an area no greater than 6500 square feet in size, the permitted size of which and design and materials of which shall be approved by the Design Committee;

(3) fences to screen surface areas, patios or other elements directly related to the single-family residential structure on the lot, the design and materials of which shall be approved by the Design Committee;

(4) a lawn and/or garden fence not greater than 4 feet in height, the design and materials of which shall be approved by the Design Committee.

In no event shall wire fences or fences with metal posts be constructed, placed or allowed to remain on any lot within the Property, except as hereinafter provided.

(B) The Property and the contiguous lands of Declarant are surrounded by lands utilized for the grazing of sheep, cattle and other livestock, and the Property and Declarant's contiguous lands are contained within livestock secure fences, of metal post and wire construction, which livestock secure fences constitute the exterior Property boundary of the following lots contained within the Property:

Lots 1, 4, 6, 8, 11 and 13,
Arrowhead Springs Phase I

Such livestock secure fencing shall be required to be maintained in good order and repair upon each such lot abutting the exterior boundary of the Property, by the owner of each such lot, at such owner's expense. Such owner shall be permitted to replace such exterior Property boundary fence, the design and materials of which replacement fence shall be approved by the Design Committee, provided such replacement fence shall also prevent livestock from entering the Property or any part thereof. The prohibition against wire fences and metal fenceposts contained in subparagraph (A) above shall not be applicable to fences situate upon exterior boundaries of the Property upon the lots above enumerated.

(C) There shall be permitted to be constructed, subject to the prior written approval of the Design Committee, an access gate within each lot boundary fence situate upon the exterior boundaries of the

Property, for the sole purpose of ingress and egress to and from any such lot while engaged in recreational horse riding. All other ingress and egress to and from the Property, or any part thereof, shall be accomplished only by utilization of publicly dedicated streets and rights-of-way and private driveways approved by the Design Committee. In no event shall such access gates be utilized for the ingress and egress of motorized vehicles.

j) Utilities. Connections from lots within the Property to utility lines shall be completed at the lot owners' expense.

k) Prohibited Structures. No trailer home, mobile home, tent, camper, basement, garage, outbuilding or any other structures of a temporary or mobile nature, shall be used as a place of residence or habitation, either temporarily or permanently. No house trailer, camper trailer, tent, shack or other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot except as the same may be customarily employed by contractors or owners, for uses other than habitation, for and during the construction of improvements thereon or unless shielded from view by adjacent property owners either by fence or placement in a permitted building. The term "trailer home" or "mobile home" as used herein shall mean any building or structure with wheels and/or axles and any vehicle, used at any time, or so constructed so as to permit its being used for the transport thereof upon the public streets or highways and constructed in a manner as to permit occupancy thereof as a dwelling or sleeping place for one or more persons, and shall also mean any such building, structure or vehicle, whether or not wheels and/or axles have been removed, after such building, structure or vehicle has been placed either temporarily or permanently upon a foundation. Exceptions are small structures used as children's playhouses and except tents or campers or travel trailers used by vacationing guests for a period of time not to exceed two (2) weeks.

l) Maintenance. Each lot and all improvements thereon shall be maintained in a clean, safe and sightly condition. Boats, tractors, vehicles other than automobiles, campers, whether or not on a truck, snow removal equipment, and garden or maintenance equipment shall be kept at all times, except when in actual use, within an enclosed structure. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scraps or refuse or trash shall be kept, stored or allowed to accumulate on any lot. No trash or refuse shall be burned on any lot.

m) Livestock - Pets. No livestock or pets shall be kept or maintained on any lot except as provided herein. Any animals or livestock permitted to be kept on a lot shall be restrained and controlled at all times so that they do not cause a nuisance to neighboring lot owners, and so that the presence or

activity of any such pets or livestock does not harass or endanger wildlife. Not more than six horses, cows, sheep, pigs, goats, or other livestock, in combination, shall be permitted on any lot, and, all such livestock, except when horses are being ridden or used in recreational activities, shall be kept and maintained within the approved barn and corral facilities at all times. Not more than three dogs, cats or other pets, in combination, may be kept on any lot. If any dog or dogs are caught or identified chasing or otherwise harassing livestock, wildlife or people, the Design Committee shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the owner of such animal or animals of not more than \$50.00 plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock or people on a second occasion, the Design Committee shall have the authority to have such animal or animals impounded or destroyed, the determination of disposition being in the sole discretion of the Design Committee. In the event that such animal or animals are not destroyed, the Design Committee shall assess a penalty of not more than \$100.00 per animal, plus costs of impoundment. No owner of any animal or animals impounded or destroyed for chasing or harassing livestock, wildlife or people shall have the right of action against the Design Committee or any member thereof, for the impoundment or destruction of any such animal or animals.

n) Noxious or Offensive Activities No noxious or offensive activity shall be permitted on any lot. No light shall be emitted from any lot which is unreasonably bright or causes unreasonable glare for any adjacent lot owner. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the lot line of any lot.

o) Signs. No signs or advertising devices shall be erected or maintained on any lot, except a sign, not greater than four (4) square feet in area, which identifies the owner, and except a sign, not greater than six (6) square feet in area, advertising any lot for sale, and except the Property entry sign situate upon Lot 1, Arrowhead Springs Phase I.

p) Water Systems. Each residential structure shall be connected to a private water supply system at the sole expense of the owner, and such system shall conform to all applicable standards of the State of Wyoming, Sweetwater County or any other regulatory agency.

q) Sewage Disposal. Each residential building shall be connected to a private sewage disposal system at the owner's sole expense, and such sewage disposal system shall conform to all applicable standards of the State of Wyoming, Sweetwater County or other regulatory agency. No outdoor toilets shall be permitted.

r) Snowmobiles and Motorcycles Prohibited. No snowmobile, motorcycle, or similar device shall be operated on any lot for recreational purposes. Snowmobiles, motorcycles or similar vehicles may be used for access to and from residential structures.

s) Wildlife Protection. It is recognized by the Declarant and the purchasers or owners of any lot

within the Property, that various wildlife species live on or migrate through the Property during various times of the year. The following limitations on use and development are intended, in addition to all the other requirements of these Covenants, to protect, preserve and maintain the existing wildlife habitat on the property and to minimize the adverse effects of development on wildlife habitat:

(1) No owner of any lot shall remove or alter or allow others to remove or alter, by way of recreational horse riding or otherwise, any of the existing vegetation thereon, except as is absolutely necessary for the clearing and preparation of the construction area for the purpose of constructing authorized structures or roads thereon.

(2) Dogs and other domestic animals, including livestock, shall be controlled and restrained at all times, and shall not be allowed to run at large on any portion of any lot, except within an enclosed improvement area.

(3) No hunting or shooting of guns or archery equipment shall be allowed on any lot.

(4) No activity shall be allowed on any lot which unnecessarily disturbs or harasses wildlife.

t) Mineral Activities Prohibited. No mining or other mineral extraction or development activities shall be permitted on any lot, including the removal of gravel.

u) Streets and Parking. No vehicle, whether motorized or otherwise, shall be parked on the public streets and rights-of-way at any time.

6. Design Committee. The Design Committee shall consist of three members. The term of a member shall be three years, except that the terms of the members of the initial Design Committee shall be one, two and three years. Thereafter all members shall serve for a term of three years. The Design Committee shall be elected by a majority vote of the owners of the lots within the property. Ownership of a lot within the property is not required for membership on the Design Committee. All Design Committee members shall be residents of Sweetwater County, Wyoming. All lot owners, through the purchase of their lot, agree to serve on the Design Committee. The Design Committee shall adopt such rules for the conduct of its business as it deems appropriate, including the designation of officers and the procedure for annual meetings of the lot owners and Design Committee. The

initial Design Committee shall be composed of Albert T. Kolman, Jr., George L. Andersen and Harry J. Kessner.

a) Authority and Duties. The Design Committee shall have the authority to enforce and administer the requirements of these Covenants, shall issue building permits, shall have the authority to enforce the development and use regulations and to take all other actions necessary to administer and enforce these Covenants.

b) Meetings. The Design Committee shall call and conduct an annual meeting of lot owners, and shall meet from time to time as necessary to administer and enforce these Covenants.

c) Design Guidelines. The Design Committee shall have the authority to adopt design guidelines to carry out the purpose and intent of this Declaration, to protect the property values of lot owners and to insure that incompatible development does not occur. All lot use and development shall conform to any design guidelines adopted by the Design Committee, in addition to the provisions of this Declaration.

d) Limitation of Liability. Neither the Design Committee nor any member thereof shall be liable to any party for any action or inaction with respect to any provision of these Covenants, provided that such Design Committee or member thereof has acted in good faith.

7. Violations - Enforcement - Liens - Costs. The limitations and requirements for land use and development set forth in these Covenants shall be enforceable by the Design Committee or any owner of a lot within the property. Every owner of a lot within the property hereby consents to the entry of an injunction against him or her or his or her tenants or guests, to terminate and restrain any violation of these Covenants. Any lot owner who uses or allows his or her lot to be used or developed in violation of these Covenants further agrees to pay all costs incurred by the Design Committee or other lot owner in enforcing these Covenants, including reasonable attorney fees. The Design Committee shall have a lien against each lot and the improvements thereon to secure the payment of any penalty and/or enforcement costs (including attorney fees) due to the Design Committee from the owner of such property, plus interest from the date of demand for payment at the rate of ten percent (10%). The Design Committee is authorized to record a notice of lien in the Office of the County Clerk of Sweetwater County, Wyoming, which shall

include a description of the property and the name of the owner thereof and the basis for the amount of the lien. A copy of the notice of lien as filed in the County Clerk's Office shall be sent to the owner by certified or registered mail. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Wyoming. In addition to the principal amount of the lien plus interest, the Design Committee shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, including filing costs and attorney fees.

8. Combination and Subdivision. No lot or lots shall be combined or subdivided in any manner except that two (2) contiguous lots, if owned by the same record owner, may be combined as one (1) lot, or the center lot of three (3) contiguous lots may be subdivided in order to enlarge the two (2) remaining lots. Each combined lot shall be treated as one (1) lot for the purposes of applying these Covenants.

9. Annexation of Lands. The right is hereby reserved by the Declarant to annex additional lands to the Arrowhead Springs Phase I subdivision by filing with the Office of the County Clerk and Ex-Officio Register of Deeds for Sweetwater County, Wyoming, a Plat Describing such additional land and either a supplemental Declaration of Covenants, Conditions and Restrictions or a Declaration referring to these Covenants subjecting such additional land to the Covenants and conditions hereof.

10. Amendment - Variance. These Covenants may be amended by the written consent of the then record lot owners of 75% or more of the lots contained within the Property, specifically including any lots subjected to these Covenants or identical Covenants as provided by Paragraph 9 herein. No variance shall be allowed from the requirements of these Covenants.

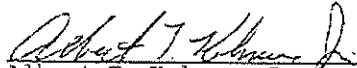
11. Duration of Covenants. All of the Covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the property and the

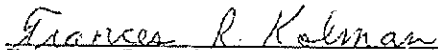
owners and purchasers of any portion thereof, subject to the right of amendment as set forth in Paragraph 10 hereof.

12. Severability. Any decision by a Court of competent jurisdiction invalidating any part or paragraph of these Covenants shall be limited to the part or paragraph affected by the decision of the Court, and the remaining paragraphs and the Covenants, conditions and restrictions therein shall remain in full force and effect.

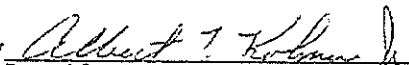
13. Acceptance of Covenants. Every owner or purchaser of a lot within the property shall be bound by and subject to all of the provisions of this Declaration, and every lot owner or purchaser through his or her purchase or ownership expressly accepts and consents to the operation and enforcement of all of the provisions of this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration effective the day and year first set forth above.



Albert T. Kolman, Jr.


Frances R. Kolman

ARROWHEAD SPRINGS, INC., a
corporation,

By 
President

ATTEST:


Secretary



The State of Wyoming)
 : ss.
 County of Sweetwater)

The foregoing instrument was acknowledged before me this
31st day of May, 1985, by Albert T. Kolman, Jr. and
 Frances R. Kolman, husband and wife.

Witness my hand and official seal.

My commission expires: 1-1-87

Albert D. Vasco, County Clerk

By Loretta Baird, Deputy
 Notary Public

The State of Wyoming)
 : ss.
 County of Sweetwater)

The foregoing instrument was acknowledged before me by
Albert T. Kolman, Jr., to me known to be the President of
 Arrowhead Springs, Inc., a corporation, this 31st day of
May, 1985.

Witness my hand and official seal.

My commission expires: 1-1-87

Albert D. Vasco, County Clerk

By Loretta Baird, Deputy
 Notary Public

"Exhibit A"

Lots 1-19, Arrowhead Springs Phase I, Sweetwater County, Wyoming, a subdivision, as said Lots are laid down and described on the Plat of said subdivision as recorded in the Office of the County Clerk and Ex-Officio Register of Deeds within and for Sweetwater County, Wyoming.