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STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

CANYON VIEW ESTATES LIMITED PARTNERSHIP,
A WYOMING LIMITED PARTNERSHIP,
TO
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS
FOR CANYON VIEW ESTATES SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that Canyon View Estates Limited Partnership, A Wyoming Limited Partnership (hereinafter "Declarant"), the owner of Canyon View Estates Subdivision, which is legally described as follows:

All of the real property and premises located and described in the Final Plat of Canyon View Estates, Section 36, Resurvey Township 19 North, Range 105 West, Rock Springs, Wyoming, including, but not limited to Lots One (1) through Twenty-Nine (29), inclusive thereof, as all of the same is laid down and described on the official plat thereof, filed of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on September 6, 2006, in Book of Plats at Page 474, together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions, reservations and restrictions of record; and

does hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of use to which the individually numbered and identified lots ("Lots") within Canyon View Estates subdivision ("Subdivision") may be put:

WHEREAS, Declarant desires to subject the Subdivision to the covenants, conditions, restrictions and easements hereinafter set forth in order to preserve, protect and enhance the use, enjoyment, values and amenities of the Subdivision for residential purposes for the benefit of the Subdivision and each Owner thereof;

Now, therefore, for the foregoing purposes, and for and in consideration of the premises, Declarant hereby declares that all of the above described property is and shall be held, sold, transferred, conveyed and occupied subject to the following covenants, conditions, restrictions and easements, which shall run with and be binding upon the Subdivision and which shall be binding upon and inure to the benefit of each Owner thereof, their successors and assigns:

1. Intent. It is the intent of these covenants to protect and enhance the value, desirability and attraction of the Subdivision; to protect Lot owners from development and use of other Lots within the Subdivision which may depreciate the value and/or restrict the use of their Lot(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the homes and improvements of the Subdivision; to encourage the construction and maintenance of appropriate improvements and to insure and encourage the provision of adequate and suitable landscaping. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise and

danger. It is the further intent to provide by these covenants that disturbance of the natural environment be kept to a minimum.

2. Restrictive Use. All Lots within the Subdivision shall be known and described as residential Lots and will be restricted by covenants contained in these Declarations. Lots shall be used and occupied as private residences only. The owners of Lots within the Subdivision shall have full enjoyment of the Lots, subject, however, to the covenants contained in this Declaration and all applicable laws and ordinances, including, without limitation, all zoning, building and subdivision ordinances, restrictions, statutes, laws, rules, regulations, policies and procedures of the City of Rock Springs in the County of Sweetwater, and the State of Wyoming. All present or future owners or any other person that might use the facilities of the Subdivision in any manner, are subject to the provisions of this document; and the mere acquisition of any Lot or the mere act of occupancy of any Lot shall signify that the provisions of this document are accepted and ratified.

3. Construction Standards. No mobile homes, manufactured homes or pre-built homes may be placed upon any Lot of the Subdivision and no existing home may be moved onto any Lot from another location.

All construction of residential dwellings and outbuildings must meet the minimum requirements of this Declaration and each of the following codes and regulations in effect at the time of construction:

- a. Uniform Building Code;
- b. Uniform Plumbing Code;
- c. Uniform Mechanical Code;
- d. National Electric Code;
- e. Sweetwater County Department of Environmental Health regulations; and
- f. FHA Building requirements.

All construction must be new "stick-built" construction as such term is defined in the construction industry. All roofing must be quality grade asphalt shingles (Heritage 225, T-Lock or equivalent). All structures erected on the Lots in the Subdivision in accordance with this Declaration, whether intended for residential, accessory or other purposes, shall be of a permanent and affixed nature and shall be of a quality consistent with the other structures located on the Lots in the Subdivision and the general construction standards in the industry in Sweetwater County, Wyoming.

All structures must be located upon a Lot in conformity with the set-back distances adopted by the City of Rock Springs.

4. Use of Lots. No activity of a noxious or offensive nature may be conducted upon any Lot in the Subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. No Owner shall make or permit any noises which will disturb or annoy the occupants of any of the homes in the community or adjacent communities or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Owners of adjacent properties. All dwellings, buildings and other improvements are to be kept in a state of good general condition and repair at all times. Television antennas are prohibited. Television satellite dishes may be allowed, but their size shall be limited to nineteen inches (19") in diameter and their location and the screening design must take into account adjacent Lot owners' views and the views from the public roadways which serve the Subdivision.

No Lot nor the adjacent sidewalks or street 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 or appliances and similar objects. Trash, garbage or other waste shall be kept only in sanitary containers. All sanitary containers or disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at any time. All equipment for the storage or 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.

No business activity, home occupation, hotel, store, multi-family dwelling, boarding house, or any other place of business of any kind, and no hospital, sanitarium, or other place for the care or treatment of the sick or disabled nor any facility for the care or treatment of sick or disabled animals shall ever be erected or permitted upon the premises. No commercial business of any kind or character whatsoever shall be conducted in or from any residence or building on any of said Lots (e.g., beauty salon, nail salon, auto repair or retail establishment.)

No residential dwelling shall be rented by the owner for transient purposes, which shall be defined as (a) rental for any period less than thirty (30) days. Other than the foregoing obligations, the owners of the respective Lots shall have the absolute right to lease their dwelling, provided that the lease is made subject to the covenants and restrictions contained in this Declaration.

5. Outbuildings. Any shed, lean-to, canopy or other structure not connected to the residential structure may be constructed upon any Lot within the Subdivision. Any such structure must meet the minimum requirements for construction standards set forth in Paragraph 3 above. All accessory buildings must maintain the same architectural "look and feel" as the residence (e.g., no stucco residence with a steel barn out back.)

6. Exterior Maintenance; Landscaping. All Lot Owners shall keep their structures and grounds in a good state of maintenance, repair, reservation and cleanliness. No Lot Owner shall permit any structures or conditions upon the Lot which would adversely affect the value or aesthetics of the Lot.

Each Lot owner shall install a lawn and water sprinkler system in the front yard area of each Lot within one (1) year after the closing on the purchase of such Lot and thereafter maintain such lawn as a living and viable lawn free from weeds and crabgrass. Such lawn need not be installed in areas where other landscaping, rock gardens, trees, pools, patios, decks or approved outbuildings are located. No trees and or shrubs shall be planted in such a manner as to create a hedge that defines the boundaries of any Lot. This restriction shall not prevent the planting and maintenance of trees and/or shrubs as windbreaks or for privacy screening so long as such landscaping does not form a perimeter boarder of the Lot. In addition, landscaping and other improvements in general shall not be allowed in locations on Lots where their presence may interfere with necessary safe distance visual requirements at road intersections or driveways.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns that exist through the Subdivision as a whole.

7. Signs. Except for signs installed by the Grantor which identify the Subdivision, no sign of any kind shall be displayed to the public view on any residential Lot except for temporary signs of not more than five (5) square feet advertising the property for sale.

8. Easements. Easements and rights-of-way as may be of record or shown on the plat for the Subdivision are hereby reserved for poles, wires, pipes, conduits and related fixtures and equipment for heating, lighting, electricity, gas, telephone, television, sewer, water and other public utility services, drainage channels, access, or any other public cause or purpose, together with the right of ingress and egress



at any time for the purpose of installation, construction, maintenance and repair relating thereto. Within the aforesaid easements and rights-of-way, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with any installation, construction, maintenance and repair work, or which may change the direction of flow of drainage channels, or which may obstruct or retard the flow of water through drainage channels, or which may otherwise defeat the purpose or intent of any easements or right-of-way. The easement area of each Lot, and all improvements in and upon it, shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

9. Pets and Animals. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. Pets must be under the control of the Owner at all times and will not be allowed to run free off the Owner's Lot. No livestock or fowl of any kind shall be permitted on any Lot. A maximum of three (3) dogs and/or cats will be allowed to reside at each Lot. All Lot owners shall insure that any pets kept by such Owner shall not be a nuisance to any other Lot owner or resident. Pet kennels or dog runs are permitted so long as they are properly screened from the view of other Lot owners and/or public roads that serve the Subdivision. Lot owners are responsible for daily pick-up of all animal waste and feces from Lots and all other areas of the Subdivision that may have been occupied by their animals.

10. Vehicles. No vehicles, except private passenger automobiles, light-duty trucks and/or vans and recreational-type vehicles shall be parked or stored on any Lot or roadway of the Subdivision. Vehicles that are not in running condition or are in a state of disrepair shall not be parked on a Lot or on the road in front of a residence or on the front driveway or anywhere within the Subdivision more than seventy-two (72) hours at any one time or as a repeated practice. No vehicles, trailers, or vehicular equipment shall be habitually parked along any of the public roadways within the Subdivision. Owners of camp trailers, horse trailers, boats and boat trailers and any recreational vehicles larger than light-duty pickups and vans shall park such vehicles away from the general view of adjacent Lot owners and away from the roadway side of any residence.

11. Fencing. All Lot Owners shall use vinyl fence and refrain from using wood or chain-link fences on their Lots.

12. Further Subdivision Restriction. No Lot within the Subdivision may be further divided into smaller lots nor shall any lot within said subdivision be put to any use other than private single family residential dwellings notwithstanding that such use might otherwise be authorized by the applicable zoning ordinance for such zone district, except as may be necessary for easements for public utilities.

13. City Water and Sewer System. All Lots shall be serviced by City of Rock Springs sewer and water services. No septic systems or wells are permitted on any Lot in the Subdivision.

14. Garbage. All garbage shall be kept in closed containers and must be concealed from view of the surrounding Lots and streets.

15. Enforcement. This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by any owner of any Lot subject to this Declaration by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the Lot owner in such proceedings. The failure to enforce or cause the abatement of any violation of this

Declaration and these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration. The Grantor is in no way responsible for enforcement of the restrictions in this Declaration and is immune from any liability and has no mandatory duty to enforce this Declaration.

16. Binding Effect; Extension; Amendment. This Declaration and all restrictions set forth herein run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of twenty (20) years. This Declaration may be amended by an instrument signed by at least a majority of the then owners of the Lots agreeing to amend this Declaration in whole or in part and recorded upon the deed records of the Clerk of Sweetwater County, Wyoming. Notwithstanding, these covenants shall not be amended, changed and/or otherwise altered to permit any further subdivision of lots within the Subdivision or to permit any other use of any lots within the Subdivision other than for private single family residential dwellings.

17. Severability. Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

18. Non-Waiver. Failure by any interested party to enforce any of the covenants, conditions, reservations, easements, or restrictions herein contained in any one instance shall in no event be deemed or construed as a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

DATED this 15th day of September, 2006.

CANYON VIEW ESTATES, LIMITED PARTNERSHIP,
Declarant.

By:

Rich Gibbs, Operating Manager
M&R Development, LLC,
General Partner in Canyon View Estates, Limited Partnership

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing Declaration was acknowledged before me by Rich Gibbs, Operating Manager of M&R Development, LLC, the General Partner in Canyon View Estates, Limited Partnership, who swore that he was executing this document with the authority and for the benefit of Canyon View Estates, Limited Partnership, this 15 day of September, 2006.

Witness my hand and official seal.

My Commission Expires:

July 21, 2010

Notary Public

