

RECORDED AUG 30 1994 127 PM
IN BOOK 854 PAGE 1075-9 GREEN RIVER, WYO.
NO. 1171637 ABRAHAM & MARGARET COHEN CLERK

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TRACT C, AMENDED HICKOK ADDITION, A SUBDIVISION TO THE
CITY OF GREEN RIVER, SWEETWATER COUNTY, WYOMING

THIS DECLARATION made and executed this 26th day of August, 1994, by H & D Partners, a Wyoming general partnership consisting of Douglas E. Hamel and John I. Dolinar, Partners, the mailing address of which is 550 East 2nd South, Green River, Wyoming 82935, of Sweetwater County, Wyoming, hereinafter referred to as the Declarant, witnesseth as follows:

WHEREAS, Declarant is the record owner of the following described real property and premises, hereinafter referred to as the Property, situate in the City of Rock Springs, County of Sweetwater, State of Wyoming, to wit:

All of the real property and premises located and described in the Final Plat of Tract C, Amended Hickok Addition, a subdivision to the City of Green River, Wyoming, being the resubdivision of said Tract C, including, but not limited to, Lots One (1) through Thirty-One (31), 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 August 30, 1994, in Book of Plats at Page 361, together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions, reservations and restrictions of record; and

WHEREAS, Declarant desires to subject the Property 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 Property for residential purposes for the benefit of the Property 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 Property and which shall be binding upon and inure to the benefit of each Owner thereof, their successors and assigns:

1. LAND USE AND BUILDING TYPE. The Property is or shall hereafter be zoned R-1 - Single Family Residential District, as defined and as provided for in the Zoning Ordinance of the City of Green River, Wyoming. Regardless of the present or future zoning status of the Property, no structures, other than those permitted in said R-1 Zoning District, shall be erected, placed or permitted to remain on the Lots within the Property. No Lot shall be used except for purposes and uses permitted in said R-1 Zoning District.

2. BUILDING CONSTRUCTION. All structures erected on the Lots in the Property in accordance with this Declaration shall meet the minimum requirements, specifications and standards of the Uniform Building Code, as the same may be amended from time to time, and as the same may be interpreted and enforced at the applicable time by the City of Green River. All structures erected on the Lots in the Property 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 Property and the general construction standards in the industry in Sweetwater County, Wyoming. No structures of a temporary character, including, but not limited to, motor homes, mobile homes, trailers, tents or similar units, shall be used for residential purposes at any time.

3. ARCHITECTURAL CONTROL.

A. No construction shall be commenced on any Lot until the construction plans and specifications for the proposed residential, garage, accessory or other structure and all landscaping, fencing and related appurtenances and amenities, together with a plot plan showing the location of the same, shall have been reviewed and approved by the Hickok Tract C Architectural Review Board as to quality of workmanship and materials, harmony of external design with existing structures on the Lot and on the other Lots in the Property, location with respect to topography and finish grade elevation and compliance with the general aesthetics of the Property. No substantial modifications to approved plans and specifications shall be made after commencement of construction until such modifications have been reviewed and approved by the Hickok Tract C Architectural Review Board. Approval or disapproval of proposed plans and specifications shall be given by the Hickok Tract C Architectural Review Board in writing within Thirty (30) days after such plans and specifications have been submitted to it. No building permit from the City of Green River for any structure shall be applied for until written approval as required in this Declaration has been obtained from the Hickok Tract C Architectural Review Board.

B. The Hickok Tract C Architectural Review Board shall consist of one or more designated representatives of the Declarant, H & D Partners, or its successors or assigns. The composition of the Hickok Tract C Architectural Review Board may be hereafter altered from time to time by the Declarant, or its successors or assigns, as may be necessary to carry out the intents and purposes of this Declaration. The Hickok Tract C Architectural Review Board may designate a representative to act on its behalf.

C. The Hickok Tract C Architectural Review Board shall not arbitrarily or unreasonably withhold its approval of any plans and specifications submitted to it. However, it is expressly provided that neither the Declarant nor the Hickok Tract C Architectural Review Board, nor any of its or their respective representatives shall be liable in damages to anyone submitting plans and specifications for approval, or to any Owner affected by this Declaration, by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every Owner or other person who submits plans to the Hickok Tract C Architectural Review board for approval agrees, by submission of such plans and specifications, that such Owner or other person will not bring any action or suit against the Declarant, the Hickok Tract C Architectural Review Board or any of its or their respective representatives to recover any such damages. Approval by the Hickok Tract C Architectural Review Board shall not be deemed to constitute compliance with the requirements of any applicable zoning, building and subdivision ordinances, restrictions, statutes, laws, rules, codes, regulations, policies, procedures, and the like, and it shall be the responsibility of the Owner or other person submitting plans and specifications to the Hickok Tract C Architectural Review Board to comply therewith and to obtain appropriate permits therefor.

4. COMPLIANCE WITH CITY ORDINANCES. All construction upon and use of the real property and premises subject to this Declaration shall comply with all applicable zoning, building and subdivision ordinances, restrictions, statutes, laws, rules, regulations, policies and procedures of the City of Green River, the County of Sweetwater, and the State of Wyoming.

5. PROPERTY CONDITION STATEMENT. Notice is hereby given that the above described Lots may be subject to various conditions relating to the nature, consistency, moisture content, ground water, water migration, permeability, topography, erosion potential, radon emission potential, and the like, of the surface and subsurface materials, which should be taken into account in the design, location and construction of any structures to be built upon said Lots and the related uses for said Lots; and that all Owners of the Lots should obtain appropriate professional soils analysis and related reports and obtain professional opinions relating to such reports and relating to the design, location and construction of the foundation and structure of any buildings and appurtenances each such Owner intends to construct upon the above described Lots, which may need to include special design requirements, a radon emission control system, a perimeter drain, a permanently installed sump pump, or other protective or preventative measures, as may be recommended by such professionals. By acceptance of delivery of the Deed of Conveyance for any of the above described Lots, each Owner thereof shall be deemed to have assumed all risks related to the foregoing matters. The Declarant makes no representations or guarantees relating to the foregoing or to the specific suitability of any Lot for the purposes intended by any Owner.

6. EASEMENTS. Easements and rights-of-way as may be of record or shown on the plat for the Property are hereby reserved in the subdivision 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 easement 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.

7. NUISANCES. No business or activity of a noxious or offensive nature may be conducted upon the Property, 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.

8. EXTERIOR MAINTENANCE. All Owners shall keep their structures and grounds in a good state of maintenance, repair, preservation and cleanliness. No Owner shall permit any structures or conditions upon the Property which would adversely affect the value or aesthetics of the Property.

9. FORM FOR CONVEYANCING. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title

to a Lot shall describe the interest or estate involved substantially as follows:

Lot _____ (_____) of the Final Plat of Tract C, Amended Hickok Addition, a subdivision to the City of Green River, Sweetwater County, Wyoming, being the resubdivision of said Tract C, as said Lot 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 August 30, _____, 1994, in Book of Plats at Page 361, together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions, reservations and restrictions of record.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

10. TERM. 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 (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of Twenty (20) years each, unless an instrument signed by a majority of the then record Owners of the Lots has been recorded agreeing to change said covenants in whole or in part.

11. ENFORCEMENT. Enforcement of the covenants, conditions, reservations, easements and restrictions set forth herein shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of the aforesaid covenants, conditions, reservations, easement and restrictions hereof, for the purpose of either restraining any such violations or recovering damages for any such violations.

12. SEVERABILITY. Invalidity of any one of these covenants, conditions, reservations, easements or restrictions, by judgment, Court Order, or otherwise, shall in no manner whatsoever affect any of the other remaining covenants, conditions, reservations, easements and restrictions hereof, and the same shall remain in full force, effect and operation.


13. NON-WAIVER. Failure by any interested party to enforce any of the covenants, conditions, restrictions and easements 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.

IN WITNESS WHEREOF, the Declarant, H & D Partners, has duly executed this Declaration on this 26th day of August, 1994.

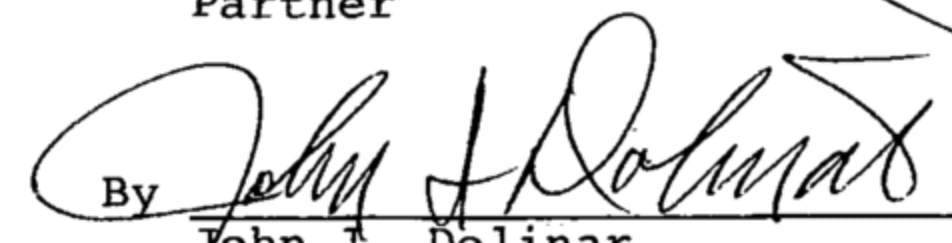
DECLARANT:

H & D Partners

By


Douglas E. Hamel
Partner

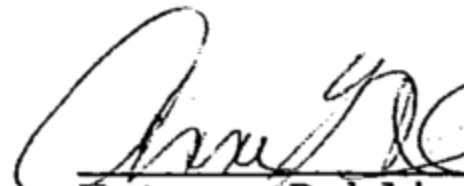
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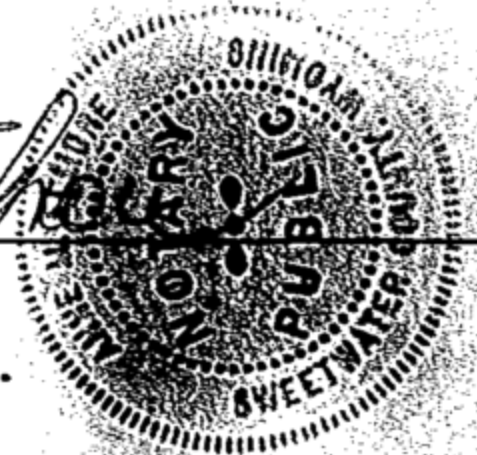

John I. Dolinar
Partner

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

The foregoing instrument was acknowledged before me by
 Douglas E. Hamel this 26th day of August, 1994.

Witness my hand and official seal.


 Notary Public

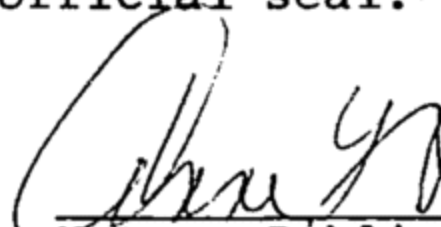


My Commission Expires: 9-14-96.

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

The foregoing instrument was acknowledged before me by
 John I. Dolinar this 26th day of August, 1994.

Witness my hand and official seal.


 Notary Public



My Commission Expires: 9-14-96.