

RECORDED	SEP 13 1990	AT 11:40 A M
IN BOOK	810	PAGE 1548-51
NO	1074223	ALBERT E. VISCIO, COUNTY CLERK

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONSFOR THE BLUFFS EXECUTIVE ESTATES SUBDIVISIONCITY OF ROCK SPRINGS, SWEETWATER COUNTY, WYOMING

THIS DECLARATION is made and executed this 30th day of May, 1990, by G. Thomas Laskowski, d/b/a Laskowski Construction, hereinafter referred to as Developer, witnesseth as follows:

WHEREAS, Developer is the record owner of that certain real property, hereinafter referred to as the Property, known as The Bluffs Executive Estates Subdivision to the City of Rock Springs, Sweetwater County, Wyoming; and

WHEREAS, Developer desires to provide for preservation of the values and amenities of the Property. To this end and for the benefit of the Property and of the Owners thereof, Developer desires to subject the Property to the covenants, conditions, restrictions and easements hereinafter set forth.

NOW, THEREFORE, for the foregoing purposes, and for and in consideration of the premises, Developer hereby declares that the Property known as The Bluffs Executive Estates Subdivision to the City of Rock Springs, Sweetwater County, Wyoming, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, reservations, restrictions, easements, charges and liens hereinafter set forth:

1. LAND USE AND BUILDING TYPE. No structure other than one permanent single family dwelling, together with a private garage for use in connection with said dwelling, shall be erected, placed or permitted to remain on the Lots within the Property. No Lot shall be used except for residential purposes.

2. ARCHITECTURAL CONTROL.

A. No construction shall be commenced on any Lot until the construction plans and specifications for the proposed 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 Bluffs Executive Estates Architectural Review Board as to quality of workmanship and materials, harmony of external design with existing structures, location with respect to topography and finish grade elevation and compliance with the general aesthetics of the Subdivision. 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 Bluffs Executive Estates Architectural Review Board. Approval or disapproval of proposed plans and specifications shall be given by The Bluffs Executive Estates 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 Rock Springs shall be applied for until written approval as required in these Covenants has been obtained from The Bluffs Executive Estates Architectural Review Board. The Bluffs Executive Estates Architectural Review Board shall consist of the Developer, or his successors or assigns; a representative of First Security Bank of Rock Springs, a Wyoming Banking Corporation, with its principal place of business in Rock Springs, Wyoming; and a representative of Janss Corporation, an Idaho Corporation, with its principal place of business in Santa Monica, California. The composition of the Bluffs Executive Estates Architectural Review Board may be hereafter altered by the Developer from time to time as may be necessary to carry out

the intents and purposes of this Declaration. The Bluffs Executive Estates Architectural Review Board may designate a representative to act on its behalf.

B. The Bluffs Executive Estates Architectural Review Board shall not arbitrarily or unreasonably withhold its approval of any plans and specifications submitted to it. However, neither The Bluffs Executive Estates Architectural Review Board nor its designated representative 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 Bluffs Executive Estates 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 Bluffs Executive Estates Architectural Review Board to recover any such damages. Approval by The Bluffs Executive Estates Architectural Review Board shall not be deemed to constitute compliance with the requirements of any applicable building codes, building regulations, and the like, and it shall be the responsibility of the Owner or other person submitting plans and specifications to The Bluffs Executive Estates Architectural Review Board to comply therewith and to obtain appropriate permits therefor.

3. 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 ordinances, building restrictions and subdivision laws, rules and regulations of the City of Rock Springs and the County of Sweetwater, Wyoming.

4. EASEMENTS. Easements and rights-of-way as 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 facilities, 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. The easement area of each Lot and all improvements in an 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.

5. SCREENING FENCE REQUIRED FOR LOTS 21, 22 AND 23. The owners of Lots 21, 22 and 23 of The Bluffs Executive Estates Subdivision to the City of Rock Springs, Sweetwater County, Wyoming, shall be required to construct and install a continuous screening fence along the rear Lot lines of said Lots, along the roadway known as College Court, which fence shall be constructed and installed in accordance with the plans and specifications provided by the Developer and the City of Rock Springs. The owners of said Lots 21, 22 and 23 shall be required to maintain said screening fence in good condition and repair at all times.

6. GARBAGE AND REFUSE DISPOSAL. None of the lands described as The Bluffs Executive Estates Subdivision to the City of Rock Springs, Sweetwater County, Wyoming, shall be used in any manner for storage, deposit or dumping of municipal, public or private waste materials, trash, garbage, refuse, junk, scrap iron,

used cars, concrete, steel, wire, plaster, lumber, rock, dirt, debris, or any other property of like nature. All garbage and refuse from the residences shall be deposited with care in garbage containers provided by the Owners and intended for such purposes only at such times and in such manner as the City of Rock Springs may direct. All disposals shall be used in accordance with instructions given to the Owners by the City of Rock Springs.

7. USE OF SEWER AND WATER SYSTEMS. Toilets and other sewer and water fixtures and equipment in the structures located upon the Property shall not be used for any purposes other than those for which they were constructed or intended, nor shall any sweepings, rubbish, rags, paper, ashes, or any other similar articles be thrown into the same. Any damage resulting from misuse of any toilets or other sewer and water fixtures and equipment shall be paid for by the Owner in whose residence or structure it shall have been caused.

8. 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 or Owners of adjacent properties.

9. EXTERIOR MAINTENANCE. All Owners shall keep their structures and grounds in a good state of maintenance, repair, preservation and cleanliness. The greens and walkways in front of the homes and the entranceways to the homes shall be kept free from all obstructions, including snow and ice, and shall not be used for any purpose other than ingress to and egress from the homes. No radio or television aerials or satellite dishes shall be attached to or hung from the exterior of the homes or placed upon any of the property without the prior written approval of the Developer, or his successors or assigns.

10. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property, except for dogs, cats or other household pets, provided that they are not kept, bred or maintained for any commercial purposes. In no event shall dogs be permitted in any of the public portions of the development unless carried or on a leash. The Owner shall indemnify Developer, his successors and assigns, and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the development. If a dog or other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected or, if it is not corrected, the Owner, upon written notice by the Developer, or its successors or assigns, will be required to dispose of the animal.

11. PARKING AND TRAFFIC CONTROL. No vehicle belonging to an Owner or to a member of the family or guest, tenant or employee of an Owner shall be parked in such manner as to impede or prevent ready access to another Owner's garage. The Owners, their employees, servants, agents, visitors, licensees and the Owner's family will obey the parking regulations posted at the private streets, parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the Owners.

12. HAZARDOUS SUBSTANCES. No Owner shall use or permit to be brought into the homes any inflammable oils or fluids, explosives or other articles and substances deemed extra hazardous to life, limb or property without in each case obtaining a written consent of Developer, or its successors or assigns.

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13. TRACT "E". No Owner shall have any right or privilege to possess, occupy or use the property identified as Tract "E" of The Bluffs Executive Estates Subdivision to the City of Rock Springs, Sweetwater County, Wyoming, except as may be in accordance with such rules and regulations as may be hereafter adopted by the Developer from time to time, in his sole discretion, or in the sole discretion of his successors and assigns.

14. 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.

15. 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, easements and restrictions hereof, for the purpose of either restraining any such violations or recovering damages for any such violations.

16. SEVERABILITY. Invalidation 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.

IN WITNESS WHEREOF, G. Thomas Laskowski, d/b/a Laskowski Construction, has hereunto set his hand and seal this 30th day of May, 1990.

DEVELOPER:


G. Thomas Laskowski

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

The foregoing instrument was acknowledged before me by G. Thomas Laskowski this 30th day of May, 1990.

Witness my hand and official seal.


Notary Public

My Commission Expires: April 6, 1993

