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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 OF THE SINGLE FAMILY DWELLING PORTION OF THE
 BLUFFS SUBDIVISION TO THE CITY OF ROCK SPRINGS, WYOMING



THIS DECLARATION is made and executed this 23rd day of February, 1983, by S.V. Company, Inc., an Idaho corporation qualified and authorized to do business in the State of Wyoming, hereinafter referred to as the "Developer".

RECITALS

- A. Developer is the record owner of that certain tract of property known as the Bluffs Subdivision to the City of Rock Springs, Sweetwater County, Wyoming.
- B. 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, restrictions and easements hereinafter set forth.

NOW, THEREFORE, for the foregoing purposes, Developer declares that the Property know as Bluffs Subdivision, Single Family, Phase II, to the City of Rock Springs, Sweetwater County, Wyoming, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

COVENANTS

- A. None of the lands described as the Bluffs 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,

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scrap iron, used cars, concrete, steel, wire, plaster, lumber, rock, dirt, debris, or any other property of like nature.

B. No structure other than family dwellings together with a private garage for use in connection with said dwellings shall be erected, placed or permitted to remain on the tracts.

C. No business nor activity of a noxious nature may be conducted upon any tract, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood.

D. The greens and walkways in front of the homes and the entranceways to the homes shall not be obstructed or used for any purpose other than ingress to and egress from the homes.

E. No article shall be hung or shaken from the doors or windows or placed upon the window sills of the homes.

F. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in the front yard area.

G. No owner shall make or permit any noises that will disturb or annoy the occupants of any of the homes in the community or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.

H. Each owner shall keep his home in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

I. All garbage and refuse from the homes shall be deposited with care in garbage containers provided by the owners and intended for such purpose 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 owner by the City. Wet garbage shall be deposited in the owner's disposal rather than in the garbage containers whenever possible.

J. Toilets and other water apparatus in the buildings shall not be used for any purposes other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes, or any other articles be thrown into the same. Any damage resulting from misuse of any toilets or other apparatus shall be paid for by the owner in whose home it shall have been caused.

K. 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 and hold it 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, will be required to dispose of the animal.

L. No radio or television aerial shall be attached to or hung from the exterior of the homes without written approval of Developer.

M. 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.

N. No owner shall use or permit to be brought into the homes any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property without in each case obtaining written consent of Developer.

O. Easements and rights of way as shown on the plat are hereby reserved in this subdivision for poles, wires, pipes and conduits for heating, lighting, electricity, gas, telephones, sewer, water or any other public cause public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair.

P. 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-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the tracts has been recorded agreeing to change said covenants in whole or in part.

Q. Enforcement shall be any proceeding at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damages, or both.

R. Invalidation of any one of these restrictions by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

S. V. COMPANY, INC.

BY: William C. Janss, Jr.
PRESIDENT

ATTEST:

Haraldine Brown
SECRETARY

STATE OF California :
COUNTY OF Ventura : SS



The foregoing instrument was acknowledged before me by
William C. Janss, Jr., President this 23rd
day of February, 1983

Kathi Een N. Heenan
Notary Public

My Commission expires: June 6, 1986