

**DECLARATION OF ADDITIONAL COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR A PART OF THE BLUFFS SUBDIVISION,  
SECOND FILING, TO THE CITY OF ROCK SPRINGS,  
SWEETWATER COUNTY, WYOMING**

THIS DECLARATION is made and executed this 10<sup>th</sup> day of July, 1985, by Janes Corporation, 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 real property, hereinafter referred to as the "Property", known as Lots 42 through 60, inclusive, and Lots 63 through 65, inclusive, of The Bluffs Subdivision, Second Filing, to the City of Rock Springs, Sweetwater County, Wyoming.

B. The Property is subject to the covenants, conditions, restrictions and easements set forth in that certain Declaration of Covenants, Conditions and Restrictions of the Single Family Dwelling Portion of The Bluffs Subdivision to the City of Rock Springs, Wyoming, dated February 23, 1983, and heretofore recorded of record on March 31, 1983 in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, in Book 739, at Pages 1044-1047, hereinafter referred to as the "Original Declaration".

C. 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, which shall be in addition to the covenants, conditions, restrictions and easements set forth in the Original Declaration.

NOW, THEREFORE, for the foregoing purposes, Developer declares that the Property known as Lots 42 through 60, inclusive, and Lots 63 through 65, inclusive, of The Bluffs Subdivision, Second Filing, to the City of Rock Springs, Sweetwater County, Wyoming, is and shall be held, transferred, sold, conveyed and occupied subject to the additional covenants, conditions, reservations, restrictions, easements, charges and liens hereinafter set forth.

**COVENANTS, CONDITIONS AND RESTRICTIONS**

A. No structure other than a 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.

B. No construction shall be commenced on any Lot until the construction plans and specifications for the proposed structure and a plan showing the location of the structure shall have been reviewed and approved by The Bluffs Architectural Review Board as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finish grade elevation. No substantial modifi-

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NO. 0955726 ALBERT E. VERCO, COUNTY CLERK



ations to approved plans and specifications shall be made after commencement of construction until such modifications have been reviewed and approved by The Bluffs Architectural Review Board. Approval or disapproval of proposed plans and specifications shall be given by The Bluffs Architectural Review Board in writing within Thirty (30) days after such plans and specifications have been submitted to it.

The Bluffs Architectural Review Board shall consist of five (5) members. At least Two (2) of the members shall be resident home owners within The Bluffs Subdivision, Second Filing, to the City of Rock Springs. The composition of The Bluffs Architectural Review Board shall be as designated from time to time by the Developer, or its successors or assigns.

The Bluffs Architectural Review Board shall not arbitrarily or unreasonably withhold its approval of any plans and specifications submitted to it. However, The Bluffs Architectural Review Board shall not 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 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 Architectural Review Board to recover any such damages. Approval by The Bluffs 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 Architectural Review Board to comply therewith and to obtain appropriate permits therefor.

C. In connection with the construction of a dwelling upon any Lot within the Property, a fence shall be erected of Grade No. 1 Western Red Cedar, Six (6) feet in height, which shall completely enclose the rear and side yards of the Lot; sod shall be planted which completely covers the front yard of the Lot; and one street tree with a minimum caliper of Two (2) inches shall be planted in the front yard of the Lot. All of the aforesaid Lot improvements shall be completed in accordance with and shall substantially conform to the existing improvements contained in The Bluffs Subdivision to the City of Rock Springs, Sweetwater County, Wyoming.

D. These covenants are to run with the land and shall be binding upon 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.

E. 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 violation or recovering damages for any such violations.

F. 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.

G. The covenants, conditions, reservations, easements and restrictions set forth herein are intended to be in addition to all of the covenants, conditions, reservations, easements and restrictions set forth in the Original Declaration described hereinabove, which shall remain in full force and effect as to the Property described hereinabove.

IN WITNESS WHEREOF, Janss Corporation has hereunto set its hand and seal this 10 day of July, 1985.

Janss Corporation

By William C. Janss, Jr.  
President



ATTEST:

Kathleen N. Heenan  
Secretary

The State of California }  
County of Ventura } ss.

The foregoing instrument was acknowledged before me by William C. Janss, Jr., President of Janss Corporation, this 10 day of July, 1985.

Witness my hand and official seal.

Evelyn Jane Young  
Notary Public

My Commission Expires: July 25, 1987

