

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made and entered into by A. BRENT COSTANTINO, DENNIS COSTANTINO and ED JONES, hereinafter referred to as the "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property situate in the City of Rock Springs, County of Sweetwater, State of Wyoming, which is described as the North One-half (N $\frac{1}{2}$ ) of Lots Twelve (12) and Thirteen (13), Block Fourteen (14) of the Central Coal and Coke Company's Second Addition to the City of Rock Springs, Sweetwater County, Wyoming, hereinafter referred to as the "Property"; and

WHEREAS, the Property has been or will be divided into the following Unit C and Unit D:

UNIT C

A piece, parcel, or tract of land being a portion of Lots 12 and 13, Block 14, of the Central Coal and Coke Company's Second Addition to the City of Rock Springs, Wyoming, being more particularly described as follows:

Beginning at a point located on the Westerly line of said Lot 12, said point being located North at a distance of 142.35 feet from the Southwest corner thereof; thence East, along a line extending through the common wall of Units C and D of 1317 McCabe Street, for a distance of 100.00 feet to a point located on the Easterly line of said Lot 13; thence South along said Easterly line for a distance of 42.35 feet to the Southeast corner of the North Half of said Lots 12 and 13; thence West along the Southerly line of the North Half of Lots 12 and 13 for a distance of 100.00 feet to the Southwest corner thereof; thence North along the Westerly line of said Lot 12 for a distance of 42.35 feet to the Point of Beginning.

UNIT D

A piece, parcel, or tract of land being a portion of Lots 12 and 13, Block 14 of the Central Coal and Coke Company's Second Addition to the City of Rock Springs, Wyoming, being more particularly described as follows:

Beginning at a point located on the Westerly line of said Lot 12, said point being located North at a distance of 142.35 feet from the Southwest corner thereof; thence North along the Westerly line of said Lot 12 for a distance of 57.65 feet to the Northwest corner thereof; thence East along the North line of Lots 12 and 13 for a distance of 100.00 feet to the Northeast corner of said Lot 13; thence South along the Easterly line of said Lot 13 for a distance of 57.65 feet; thence West, along a line extending through the common wall of Units C and D of 1317 McCabe Street, for a distance of 100.00 feet to the Point of Beginning.

WHEREAS, said Property contains one (1) Building, which is divided into two (2) individual dwelling units by a Party Wall; and

WHEREAS, Declarant intends to sell and convey to purchasers the individual units and the land upon which such units are located, including that portion of the Property which is circumscribed by the Party Wall, as extended to the front and



1

RECORDED	JUL 15 1986	AT 9-A M
IN BOOK 772	PAGE 1391-1398	GREEN RIVER, WYO.
NO. 0980026	ALBERT B. VESCO, COUNTY CLERK	

rear boundary of the Property and the front, rear and side boundaries of the Property.

WHEREAS, Declarant will convey interests in the Lots subject to the protective covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations shall be deemed to run with the land encompassing the Property and shall be a burden and a benefit to Declarant, their grantees, successors, heirs, executors, administrators, devisees and assigns, and any person acquiring or owning an interest in the Property and improvements thereon which is subject to this Declaration, their grantees, successors, heirs, executors, administrators, devisees and assigns.

#### ARTICLE I

##### DEFINITIONS

1. Building shall mean a structure housing two Units as shown on the map attached hereto as "Exhibit A", and by this reference made a part hereof.

2. Mortgage shall mean any mortgage, deed of trust or other assignment or security instrument creating a lien on any Unit, and Mortgagee shall include any grantee, beneficiary or assignee of a Mortgage.

3. Owner shall mean the fee simple title owner of record, whether one or more persons or entities, of any Unit, but excluding those having an interest only under an encumbrance.

4. Party Wall shall mean every wall, including the foundations thereof, which is built as a part of the original construction of a Building and is located on the boundary line between separate Units in a building.

5. Person shall mean an individual, corporation, partnership, association, trustee or any other legal entity.

6. Unit shall mean and refer to the single family residence located on the Property and any replacement thereof, and shall include that portion of the Property upon which such Unit is located as described in the recitals hereof.

#### ARTICLE II

##### DECLARATION AND EFFECT THEREOF

###### Section 1. PROPERTY SUBJECT TO DECLARATION.

Declarant, as the owner of fee simple title to the Property, expressly intends to and, by recording this Declaration, does hereby subject the Property to the provisions of this Declaration.

###### Section 2. CONVEYANCES SUBJECT TO DECLARATION.

The conveyance of any interest in the Property or any part thereof, whether by deed, lease, Mortgage or otherwise, shall be subject to the provisions of this Declaration.

Section 3. DIVISION INTO FEE SIMPLE ESTATES.

The Property and the improvements thereon are hereby divided into two (2) fee simple estates. Each such estate shall consist of a fee simple interest in a separately designated Unit, including that portion of the Property upon which the Unit is located, as described in the recitals hereof.

Section 4. OWNER'S RIGHTS SUBJECT TO PROVISIONS OF DECLARATION.

Each Owner shall hold his Unit in fee simple and shall have full and complete dominion thereof subject to the provisions of this Declaration.

Section 5. AD VALOREM TAXATION.

All taxes, assessments and other charges of the State of Wyoming, the County of Sweetwater, the City of Rock Springs, or of any political subdivision or of any special improvements district or of any other taxing or assessing authority shall be assessed against and collected on each Unit separately and not the Building as a whole and each Unit shall be carried on the tax records as a separate and distinct parcel. The lien for taxes assessed to any Unit shall be confined to the Unit. No forfeiture or sale of any Unit for delinquent taxes, assessments or governmental charges shall divest or in any way affect the title to any other Unit.

Section 6. CERTAIN WORK PROHIBITED.

No Owner shall undertake any work in his Unit which would jeopardize the soundness or safety of the Building, reduce the value thereof or impair an easement or hereditament thereon or thereto.

ARTICLE III

IMPROVEMENTS

Section 1. IMPROVEMENTS.

Since the maintenance of architectural unity is essential for the preservation and enhancement of the value of the Units, no improvements may be erected on the Property by any Owner except in accordance with the provisions of this Article III. An Owner shall be entitled to erect a structure, including additions and alterations of such Owner's Unit and detached buildings, provided that any such structure is constructed in a workmanlike manner, in accordance with all applicable laws, regulations, ordinances and building codes, and consistent in design, color and materials with the design, color and materials of the Building in which such Owner's Unit is located. An Owner shall also be entitled to erect fences, plant shrubs, trees, hedges and perform other landscaping on his property, provided that any such activity shall be in accordance with all applicable laws, regulations and ordinances. The moving of any structure from another locality to the Property, the construction of any alleyway, and the alteration or replacing of any exterior surface, including the repainting of any painted surfaces and the painting of formerly unpainted surfaces by any materials other than the type originally used and which are the same or similar in color and design, shall not be permitted.



ARTICLE IVCASUALTY INSURANCESection 1. COVERAGE.

Each Owner shall obtain and maintain in full force and effect at all times casualty insurance insuring his Unit against loss or damage by fire and such other hazards as are included under standard extended coverage policies, with vandalism and malicious mischief endorsements, for the full insurable replacement cost of the Unit, without deduction for depreciation. Each Owner may carry such additional insurance as he deems advisable.

ARTICLE VPARTY WALLSSection 1. PARTY WALL DECLARATION.

The common wall which divides each Building into two Units is hereby declared to be a Party Wall. Each Owner shall have fee simple title to that portion of the Party Wall which lies within his Unit.

Section 2. REPAIR AND MAINTENANCE OF PARTY WALL.

The cost of maintaining each Party Wall shall be borne equally by the Owners of each Unit. In the event it shall hereafter become necessary to repair or rebuild all or any portion of a Party Wall, the expense of such repair or rebuilding shall be borne equally by the Owners of each Unit, provided, however, if a Party Wall shall be damaged or destroyed due to the act or neglect of an Owner, his guest, invitee or family, such Owner shall be liable and responsible for the repair or reconstruction of the Party Wall. Whenever the Party Wall or any portion thereof shall be rebuilt, it shall be erected in the same location where it now stands, and be of the same size, and the same or similar materials and of like quality. Each Owner having a Party Wall shall hereby be granted a mutual reciprocal easement for repair and maintenance of the Party Wall.

Section 3. EXTENSIONS, ADDITIONS TO PARTY WALL.

No Owner may, at any time, alter or change a Party Wall in any manner, interior decoration excepted. No Owner shall make or provide openings in the Party Wall of any nature whatsoever.

Section 4. ENCROACHMENTS.

In the event that any portion of a Party Wall shall protrude over an adjoining Unit, such Party Wall shall not be deemed to be an encroachment upon the adjoining Unit. No Owner shall either maintain any action for the removal of a Party Wall or projection or any action for damages because of such protrusion. In the event there is such a protrusion, it shall be deemed that such Owner has granted perpetual easements to the adjoining Owner for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of a Party Wall if the same are constructed substantially in conformity with the original Party Wall.

ARTICLE VIMAINTENANCE AND REPAIRSection 1. REPAIR, MAINTENANCE AND REPLACEMENT OF COMMON UTILITY LINES.

One or more utility line(s) located upon the Property service both Units in common, and are not located within the boundaries of any utility easements of record. Wherever such common utility line(s) may be located upon the Property, and to the extent such common utility line(s) are privately owned, such line(s) shall be owned in common by each Owner, and such common utility line(s) shall be used in common by each Owner and each owner shall hereby be granted a mutual, reciprocal easement for repair, maintenance and replacement of such common utility line(s), the cost of which shall be borne equally by the Owners of each Unit, provided, however, if a common utility line shall be impaired, damaged or destroyed due to the act or neglect of an Owner, his guest, invitee or family, such owner shall be liable and responsible for the repair, maintenance or replacement of such common utility line. Whenever any common utility line or any portion thereof shall be repaired or replaced, it shall be installed in the same location where it now exists, and be of the same size, and the same or similar materials and of like quality. All of the foregoing provisions of this Section shall likewise be applicable to any common sprinkler system located upon the Property.

## Section 2. JOINT MAINTENANCE.

Except as otherwise provided herein, Owners of adjoining Units shall jointly provide for the maintenance, repair and replacement of the Building, including, but not limited to, the following:

a. Maintenance, repair and replacement of roofs and outer surfaces of exterior walls.

b. Painting, repainting and resurfacing of Building exteriors.

## Section 3. DUTY TO REPAIR DEFECTS.

In the event a defect shall be discovered in the roof or outer surfaces of exterior walls of a Building, or if painting, repainting or resurfacing of a Building Exterior shall be reasonably required, the Owners shall have the duty immediately to repair, repaint or resurface the same in a workmanlike manner within a reasonable time following discovery thereof, the cost of such repair, repainting and resurfacing being born equally by the Owners of the adjoining Units.

## Section 4. PAINTING OF BUILDING EXTERIORS

Unless otherwise agreed by the Owners of adjoining Units in a Building, all painting, repainting, and decoration of Building exteriors shall be consistent with the original color, texture and materials of such Building.

# ARTICLE VII

## GENERAL PROVISIONS

### Section 1. ARBITRATION.

All controversies, claims and matters of differences, including all questions as to whether the right to arbitrate any question exists, arising between the Declarant and Owner(s) or between or among Owners shall be settled by arbitration in Rock Springs, Wyoming, according to the rules and regulations and practices of the American Arbitration Association from time to time in force. This submission and agreement to arbitrate shall be specifically enforceable. Arbitration may proceed in the absence of either party if notice of the proceedings has been given to such party. Such decisions and awards shall be final



and binding on all parties, and the costs of arbitration shall be borne by the losing party thereto unless the arbitrators specify otherwise. All awards of the arbitrators may be filed with the Clerk of the District Court of Sweetwater County, State of Wyoming, as a basis of declaration or other judgment and for the issuance of execution, and at the election of the party making such filing, with the clerk of one or more other courts, state or federal, having jurisdiction over the party against whom such decision or award is rendered or its property. No party shall be considered in default hereunder during the pendency of arbitration proceedings relating to such default.

#### Section 2. PROTECTION.

No violation or breach of, or failure to comply with, any provision of this Declaration shall affect, defeat, render invalid or impair the lien of any Mortgage or other lien on any Unit taken in good faith and for value and perfected by recording in the Office of the County Clerk and Recorder of Sweetwater County, Wyoming, prior to the time of recording in said Office of any instrument describing the Unit and listing the name or names of the Owner or Owners of fee simple title to the Unit and giving notice of such violation, breach or failure to comply; nor shall such violation, breach or failure to comply, affect, defeat, render invalid or impair the title or interest of the holder of any Mortgage or other lien or the title or interest acquired by any purchaser upon foreclosure of any such holder or purchaser. Any such purchaser on foreclosure or by deed in lieu of foreclosure shall, however, take subject to this Declaration except violations or breaches of, or failure to comply with, any provisions of this Declaration which occurred prior to the vesting of fee simple title in such purchaser shall not be deemed breaches or violations hereto or failures to comply herewith with respect to such purchaser, his heirs, personal representatives, successors or assigns.

#### Section 3. CLAIMS.

No claim or cause of action shall accrue in favor of any person in the event of the invalidity of any provision of this Declaration or for failure of Declarant to enforce any provision hereof. This Section may be pleaded as a full bar to the maintenance of any suit, action, or arbitration brought in violation of this provision.

#### Section 4. SEVERABILITY.

The invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

#### Section 5. CAPTIONS.

The captions and headings in this Declaration are for convenience only and shall not be considered in construing any provision of this Declaration.

#### Section 6. NUMBERS AND GENDERS.

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Executed this 13<sup>th</sup> day of JULY, 1986.

A Brent Costantino  
A. BRENT COSTANTINO

Dennis Costantino  
DENNIS COSTANTINO

Ed Jones  
ED JONES

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

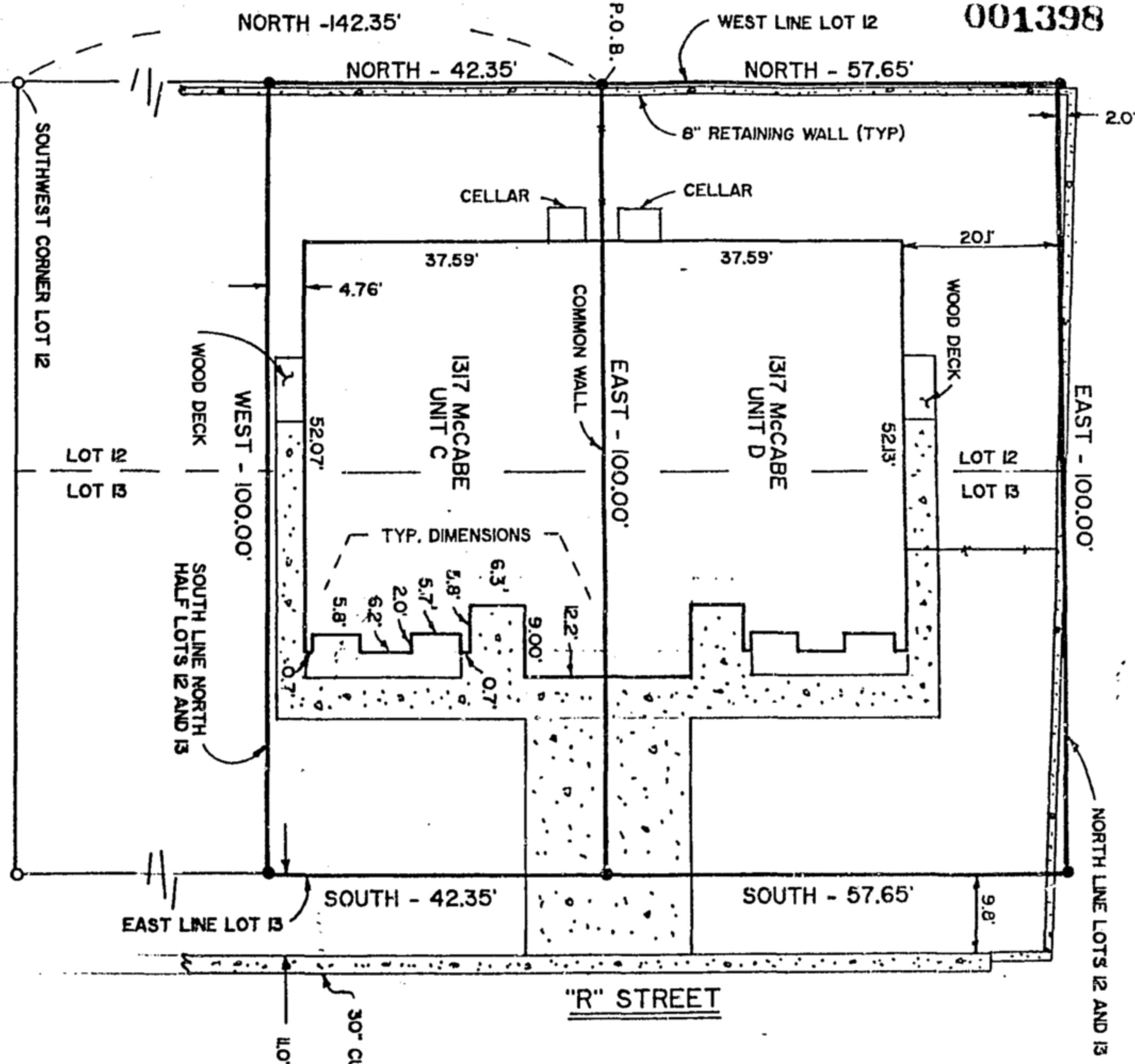
The foregoing instrument was acknowledged before me this  
day of JULY, 1986, by A. BRENT COSTANTINO, DENNIS  
COSTANTINO and ED JONES.

My commission expires:

AT THE PLEASURE  
OF THE COURT

L. Pitt  
Notary Public  
DISTRICT COURT COMMISSIONER

001398



JOHNSON - FERRELL COMPANY, INC.  
CONSULTING ENGINEERS AND  
LAND SURVEYORS  
ROCK SPRINGS, WYOMING

MAP SHOWING  
PORTION OF  
LOTS 12 AND 13 - BLOCK 14  
CENTRAL COAL AND COKE COMPANY'S  
SECOND ADDITION  
ROCK SPRINGS, WYOMING

JOB NO. 1926-0586  
5/8/86