

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE KAY ADDITION TO THE
CITY OF ROCK SPRINGS, SWEETWATER COUNTY, WYOMING

THIS DECLARATION made and executed this 30th day of September, 2013, by REV, Inc., a Wyoming corporation, 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 County of Sweetwater, State of Wyoming, to wit:

All of the real property and improvements located in the Kay Addition, to the City of Rock Springs, Wyoming, including Lots One (1) through Thirteen (13), as the same are 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, 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, and to provide future Owners of the Property with notice of the property conditions 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, 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 be binding upon and insure to the benefit of each Owner thereof, their successors and assigns:

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 for any purpose other than for single family residences and appurtenant improvements. Lots cannot be further subdivided.

2. MINIMUM BUILDING SIZE. Every single family dwelling erected on each of the Lots in the Property shall have a minimum, finished, habitable floor area above the ground of Fourteen Hundred (1,400) square feet, exclusive of garages and open porches. In addition, every such dwelling shall have as an appurtenance at least a two-car garage. No two story homes are allowed except on Lots Five (5), Six (6), and Thirteen (13), of which of a minimum habitable floor area above ground shall be Two Thousand (2,000) square feet.

3. BUILDING CONSTRUCTION. All structures erected on the Lots in the Property in accordance with this Declaration shall be of stick frame construction and shall not be pre-fabricated in nature and shall not be of log construction type materials. No metal roofs and no chain link or wire fencing shall be allowed.

Once construction has begun on any residence, such construction shall be completed within one (1) year following the date on which such construction was commenced.

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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 Rock Springs, the County of Sweetwater, and the State of Wyoming.

5. LANDSCAPING. All surface areas within the boundaries of all lots not otherwise occupied by structures or roads shall be covered with grass, trees, shrubs, or other landscaping elements such as rocks, wood chips, bark and/or mulched material or gravel materials.

No landscaping or any other improvement in general shall be allowed in locations on lots where their presence may interfere with necessary safe site distance requirements at road intersections or driveways.

No building, landscaping, or other site improvements shall be allowed which may alter, obstruct, or interfere with the natural drainage patterns which exist throughout the Subdivision as a whole.

6. SIGNS. Except for signs advertising the initial offering of the Subdivision, and the permanent identification, signage or landmarks installed by the Grantor which identify the Subdivision, no sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale or rent, or except signs of no more the 32 square feet used by a builder to advertise the property during the construction period. Upon completion of construction, any such large construction sign shall be removed.

7. 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 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.

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 any of the occupants of any of the homes in the subdivision or do or permit anything to be done which will interfere with the rights, comfort or convenience of other 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. No Owner shall permit any structures or conditions upon the property which would adversely affect the value or aesthetics of the property or adjacent properties.

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.

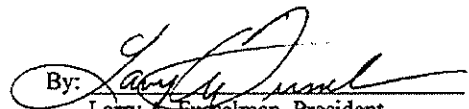
12. SEVERABILITY. Invalidation of any one of these covenants, conditions, reservations, easements or restrictions, by judgment, Court Order, or otherwise, shall in no manner whatsoever affect any of the other remaining covenants, conditions, reservations, easements and restrictions hereof, and the same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

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, REV, Inc. has duly executed this Declaration on this 30th day of September, 2013.

DECLARANT:

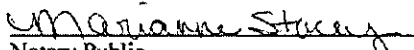
REV, Inc., a Wyoming Corporation

By: 
Larry A. Fusselman, President

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

The foregoing instrument was acknowledged before me by Larry A. Fusselman, President of REV, Inc. this 30th day of September, 2013.

Witness my hand and official seal.


Marianne Stacey
Notary Public

My Commission Expires: 2-17-2016

