

FEB 17 1982 AT 9 A M.
 IN DIST. 787 PAGE 1244-7 GREEN RIVER, WYO.
 REC. 868309 ALBERT L. GARDNER, COUNTY CLERK

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THE STATE OF WYOMING)
) SS.
 COUNTY OF SWEETWATER)

TO THE PUBLIC: DATE: February 5, 1982

GRANTOR: FEDERER DEVELOPMENT CO.

DECLARATION OF PROTECTIVE COVENANTS

The undersigned, being the owner in fee simple of the following described property situate in Sweetwater County, Wyoming to-wit:

Lots 1 through 53 and 72 through 75, Century West Subdivision, Second Filing to the City of Rock Springs, Sweetwater County, Wyoming.

does hereby make this Declaration of Protective Covenants applicable to all of the described property.

I.

Multi-Family Residential Use

1. Residential Use Only. Lots in the subdivision are designated by the plat and by appropriate zoning for use for multi-family residences and shall be used for that purpose or as desired for single family residences and shall be used for no other purpose.

2. Dwelling Usage. No structure shall be permitted on any lot except as authorized by building and use restrictions and the zoning ordinances of the City of Rock Springs as in effect on the date of this Declaration.

3. Construction Requirements. All construction, setback clearances, style, cost and quality of construction shall be in accord with zoning and construction requirements of the City of Rock Springs as in effect on the date of this Declaration.

4. Architectural Control Committee Approvals: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure and location with respect to topography and finish grade elevations. All construction shall be new and no buildings or building may be removed from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. There shall be no front yard fencing.

5. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and

maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in 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.

6. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8. Parking and Non-Operative Vehicles and Facilities. Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours when parked on the street in front of a residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

9. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and are maintained in compliance with the City of Cheyenne Leash Law.

11. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed

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or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Membership of Architectural Control Committee: The Architectural Control Committee is composed of the following persons: M. V. Federer, Roy Troyer and Marjorie Federer. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. None of the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to these covenants. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

14. Architectural Control Committee Approval: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. Term of Covenants: 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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. Enforcement: In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages.

17. Severability: Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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DATED this 5th day of February, 1982.

FEDERER DEVELOPMENT CO.

By:

M. V. Federer

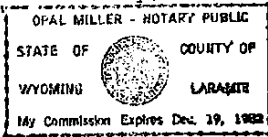
M. V. FEDERER
President

STATE OF WYOMING)
 LARAMIE) ss.
COUNTY OF ~~SUBLETTE~~)

Roy S. Troyer
ROY S. TROYER
Assistant Secretary

On this 10th day of February, 1982, before me appeared M. V. Federer, to me personally known, who, being by me duly sworn, did say that he is the President of Federer Development Co., and that said instrument was signed on behalf of said joint venture and said M. V. Federer acknowledged said instrument to be the free act and deed of said joint venture.

Given under my hand and notarial seal this 10th day of February, 1982.



Opal Miller
NOTARY PUBLIC

My Commission Expires: December 19, 1982