

PROTECTIVE COVENANTS

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On this 7th day of November, 19 80 Pulte Home Corporation, owners of the following described property, to wit:

Lots 1 to 196, inclusive, in the Windriver Addition Phase No. 2, a Subdivision in the City of Rock Springs, Sweetwater County, State of Wyoming.

hereby state that the purpose of the restrictions that hereinafter follow is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be permitted.

The protective covenants hereinafter described shall apply to:

Lots 1 to 196, inclusive

Lots 15 to 50, inclusive, may later be replatted and utilized for two-family units.

The area shown on the recorded plat as "Tract A" will not be included with these protective covenants. Future development of "Tract A" will be compatible with the single family dwellings on Lots 1, 181 to 186, inclusive.

1. LAND USE AND BUILDING TYPE. The lots shall be known, described and used solely as residential lots, and no structure shall be erected on any lot other than in conformance with these covenants.

2. ARCHITECTURAL CONTROL. 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 structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved. Approval shall be as provided in following item 14.

3. BUILDING LOCATION.

a. No building shall be located on any lot nearer to the front set-back line shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 15 feet to any side street line or nearer than 20 feet to the rear of the lot line.

b. For the purposes of this covenant, eaves, stairs, fences and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on any lot to encroach upon another lot.

4. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as set forth in the recorded plat, and over the rear five feet of each lot. 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 public authority or utility company is responsible.

5. PARTY WALLS.

Section a. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of the Article, the general rules of law regarding party walls and liability for property damage due to

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