

PROTECTIVE COVENANTS
CLEAR VIEW ESTATES

Whereas, Pioneer Specialists of Wyoming is the owner of the following described real property, situated in the County of Sweetwater, State of Wyoming, to-wit:

Beginning at the Southeast corner of Indian Hills Village Addition (1st Filing), as filed on record in the office of the Sweetwater County Clerk, and being Plat No. 164; thence:
S 43°55'42" E a distance of 402.23'
BASIS OF BEARING
thence: S 9° 13' 12" W a distance of 181.04'
thence: S 87°25'40" E a distance of 1,162.24'
to a point on the West boundary of the Hitching Post Heights Addition, as filed in the office of the Sweetwater County Clerk, and being Plat No. 161;
thence: N 2° 34' 03" E a distance of 1,140.35'
along said boundary to a point on the Southerly right of way line of Shoshone Avenue as filed on record in the Office of the Sweetwater County Clerk, and being Plat No. 162;
thence: S 82°33'35" W a distance of 836.71'
along said right of way to a point which is the Northeast corner of the LDS Church tract;
thence: S 7° 26' 28" E a distance of 409.72'
along said property
thence: S 68°55' 30" W a distance of 302.57'
thence: N 43°55' 42" W a distance of 340.00'
to a point on the Easterly boundary of the Indian Hills Village Addition (1st Filing);
thence: S 34° 52'49" W a distance of 292.69'
to said point of beginning.
Said tract containing 25.595 acres more or less.

AND WHEREAS, as the owner of said real property they desire to place protective covenants, reservations and restrictions on said property for the benefit of themselves and future purchasers of said property.

AND WHEREAS, the plats of the Clear View Estates Addition to the town of Green River is recorded herewith.

NOW, THEREFORE, in consideration of the premises, it is provided that the following described protective covenants, reservations and restrictions are placed upon said real property and every part thereof and said covenants, reservations and restrictions will run with said lands, and any and all conveyances of said lands, and every part thereof, shall be subject to the following covenants, reservations and restrictions herein set forth and any and all persons who shall hereafter acquire title to any of the above described lands shall take and hold the same subject to said covenants, reservations and restrictions as herein set forth, to wit:

- 1. Lots Numbered 1 (one) thru 67 (sixty-seven) and excluding Lot Number 43 (forty-three) shall conform strictly to Article I. "R-1" district of the Zoning Ordinance, Town of Green River, as passed, approved and adopted by the Town Council of Green River, Wyoming the 23rd day of September, 1968.

RECORDED APR 27 1977 AT 2:30 P.M.
IN BOOK 648 189-92 GREEN RIVER, WYO.
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SWEETWATER COUNTY CLERK

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2. Lots Numbered 68 (sixty-eight) thru 75 (seventy-five) and including Lot Number 43 (Forty-three) shall conform strictly to Article III "R-3" District of the Zoning Ordinances, Town of Green River as passed, approved and adopted by the Town Council of Green River, Wyoming the 23rd day of September, 1968.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$ 25,000, exclusive of land cost, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated here-in for the minimum permitted dwelling size.

4. 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.

5. 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.

6. 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. Temporary structures, including those used for construction purposes, may be erected and used for a period not to exceed one year.

7. PARKING RESTRICTIONS.

a. Off-street parking shall be a minimum of ten by twenty-two (10 x 22) feet exclusive of garages.

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

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

d. 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 on the front driveway or on any parking area between the front building line of the residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

8. **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.

9. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. **ARCHITECTURAL CONTROL COMMITTEE, MEMBERSHIP.** The architectural control committee is composed of Lee Kimball, Alan Harmon, Layle J. Harmon, B. Ray DeGooyer, and Donald English all of Green River, Wyoming. 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. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. 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 to restore to it any of its powers and duties.

11. **PROCEDURE.** The committee approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or 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.

12. **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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

13. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

14. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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Dated this 26th day of April, 1977

PIONEER SPECIALISTS OF WYOMING



By: Alan Harmon
President

Attest:

Sylvia K. Harmon
Secretary

By: Alan Harmon, President

Subscribed and sworn to before me this 26th day of April, 1977



My commission expires Jan. 29, 1980

Donald A. Engled Notary Public
(Person authorized to administer oath)