

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that James L. Martin, being the present owner of the Clearview Acres, Subdivision, Third Section, of Sweetwater County, Wyoming, pursuant to the plat thereof, does hereby convey and agree that all of said lots in said Subdivision are held subject to and with the benefit of all restrictions, conditions, covenants, changes, and agreements contained in the within Declaration of Protective Covenants, and do further hereby convey and agree that any subsequent grants of any said lots now owned by the aforementioned owner shall be subject to the covenants and restrictions hereinafter set forth:

1. **LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any of the aforesaid lots other than one detached single family dwelling not to exceed one and one half stories in height, and a private garage for not more than two cars, and or other appropriate out-buildings incidental to residential use of the lot. No lot shall be subdivided as separate building sites. Provided, however, multiple family dwellings may be erected, altered, placed and permitted to remain on lots in Blocks 7, 8, 9, 10 inclusive and Block 1, of said Subdivision.
2. **RELOCATABLE AND MOBILE HOMES AND TYPE OF MATERIAL:** Relocatable and mobile homes may be installed and placed on said lots provided, however, that they must be installed and placed on permanent foundations of either block or concrete. Provided, however, all other construction must be of new materials and no existing building moved onto any lot from another location. Also provided that the perimeter of said mobile home shall be skirted.
3. **FENCES:** A chain link type fence of not more than thirty-six (36) inches in height shall be allowed in the front yard or side yard on a side street. No hedges shall be allowed in front yards. Concrete or Block retaining walls will be allowed in front yards, however, the maximum height shall not exceed more than twelve (12) inches above the lot level of the higher lot. No wooden fence of any type shall be permitted to extend into the front yard of any lot. The use of slabs or native lumber shall not be permitted in any yard.
4. **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.
5. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporary or permanently.
6. **UNLICENSED VEHICLES:** Unlicensed Vehicles shall not be allowed on any street within the confines of the subdivision. Junk cars and unlicensed vehicles shall be considered a public nuisance and will not be allowed on streets or lots.
7. **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.
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 they are not kept, bred or maintained for any commercial purpose.
9. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Wastes shall not be kept except in sanitary containers. All incinerators or other equipment used for the storage or disposal of such materials shall be kept in a clean sanitary condition.

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RECORDED	<i>Oct 23, 1905</i>	AT	<i>3:50 P.</i>
IN BOOK	<i>592</i>	PAGE	<i>304-305</i>
NO.	<i>483577</i>	ALBERT D. VESCO, COUNTY CLERK	

10. 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.

11. BUILDING LOCATION: No building shall be placed on any lot without making application to the planning commission of either the City or County, depending upon which agency has jurisdiction at the time of purchase.

12. 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, topography and finish grade elevation. Approval shall be as provided in paragraph 14 hereof.

13. MEMBERSHIP: The architectural control committee is composed of one member appointed by the present homeowners association, and the acting President of the homeowners association. 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 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 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 power and duties.

14. PROCEDURE: 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 or disapprove 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. The failure of such representative to approve or disapprove any proposed builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.

15. 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 forty 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: Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

17. SEVERABILITY: Invalidated of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 1st day of Oct, 1975.

James L. Martin



The State of Wyoming  
County of Sweetwater ss.

The foregoing instrument was acknowledged before me this 1st day of Oct, 1975, by James L. Martin.

Witness my hand and official seal.

Richard E. Renner  
Notary Public

My commission expires: aug 12, 1978