

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR LOTS 1 THROUGH 17, INCLUSIVE, OF THE COLLIER VIEW
ESTATES TO THE CITY OF GREEN RIVER, SWEETWATER COUNTY, WYOMING**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS made and executed this 17 day of June 1997 by Mildred H. Collier, a single person, hereinafter referred to as Declarant, of Sweetwater County, Wyoming witnesseth as follows:

WHEREAS, Mildred H. Collier is the owner and developer 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:

Lots One (1) through Seventeen (17), inclusive, of the Final Plat of the Collier View Estates to the City of Green River, a Replat of a Portion of Tract "A", HUTTON HEIGHTS 8TH Addition, City of Green River, Wyoming located in the Southwest Quarter, Section 22, Resurvey Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming, as said Lots are laid down and described on the official Plat thereof, filed of record on April 14, 1997 1997, in Book of Plats at Page 381, 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, easements, charges and liens hereinafter set forth, in order to preserve, protect and enhance the values and amenities of the Property for the benefit of the Property and each Owner thereof:

NOW, THEREFORE, in accordance with the foregoing, Declarant hereby declares that all of the above described Property is and shall be held, sold, transferred, conveyed, possessed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens, which shall run with and be binding upon the property and which shall be binding upon and inure to the benefit of each Owner thereof and their successors and assigns.

THEREFORE, TAKE NOTICE AS FOLLOWS:

1. OCCUPANCY RESTRICTIONS: In order to preserve the character of the Property as an adult residential community, occupancy of all of the Lots in the Property shall be restricted as follows: Permanent residents shall be at least (50) years of age or older, with the following exceptions:

(a) The spouse of a qualified permanent resident may be a permanent resident regardless of his or her age, and

(b) The children of a qualified permanent resident who are at least Nineteen (19) years of age or older may permanently reside with qualified permanent residents.

2. LAND USE AND BUILDING TYPE: No lot shall be ~~used~~^{used} except for residential purposes. No building shall be erected, altered, placed or permitted other than one detached single family dwelling not to exceed 1 story in height and a private garage for not more than 3 cars. All construction shall be new.

3. 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, wall or hedges shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. Approval shall be as provided in Paragraph 15.

4. DWELLING, QUALITY AND SIZE: The intention and purpose of the covenants is to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than the ones which can be produced on date these covenants are recorded. The habitable floor area immediately above the mud sill shall not be less than 1250 square feet for any dwelling, or in accordance with R-3 zoning per City of Green River, WY ordinances. All dwellings shall have a minimum of two car garage.

5. BUILDING LOCATION: No building shall be located on any lot nearer than 20 feet to the front lot lie, or nearer than 20 feet to any side street line. No building shall be located nearer than 7.5 feet to an interior lot line, except accessory structure eaves shall not be closer than 5 feet from side lot lines on interior lots. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building, on a lot encroach upon another lot. In the event a house is turned on a corner lot to face the side street, the setback line at the front of the lot shall be 20 feet and the setback line on the side street shall be 20 feet.

6. NUISANCES: No noxious or offensive activity prohibited by the laws of the United States of America or the State of Wyoming or by the ordinances of the City of Green River shall be permitted in or upon any Lot, nor shall anything be done therein or thereon which may be, or may become, an annoyance or nuisance to the Owners of the other lots.

7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be ~~used~~^{used} on any lot at any time at a residence either temporary or permanently.

8. FENCING REQUIREMENTS: In connection with the construction of a residential structure upon any Lot within the Property, the Owner thereof shall be required to construct and install a continuous screening fence, together with any necessary concrete retaining walls, along and completely enclosing the lot lines of each Lot in the Property. All of said fences shall be privacy fences Six (6) feet in height and constructed only of maintenance free vinyl and shall be constructed in accordance with plans and specifications approved by the Board of Architectural Review Committee and the City of Green River. The foregoing fencing requirements for the Lots within the Property shall be fully completed within one (1) year after the issuance of a Certificate of Occupancy by the City of Green River for the residential structure upon such Lot. The Owners of the Lots within the Property shall be required to continuously maintain said fences in good condition and repair at all times.

9. LANDSCAPING: It is the Owners responsibility to sod the front yard of said lot from the property lines to the front facing fence. The Owner shall have one calendar year from the time of closing in which to accomplish this.

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 they are not kept, bred or maintained for any commercial purpose.

11. REFUSE: All rubbish, trash, garbage and other refuse shall be regularly removed from the Lots and placed in appropriate receptacles as provided by the City therefore and shall neither be allowed to accumulate near the Lots nor be burned in outside incinerators, pits, or the like. All containers or other equipment for the storage or disposal of rubbish, trash, garbage or other refuse shall be kept in a clean, sanitary conditions. The Board or Architectural Review Committee, or the designated representative of either shall, upon prior notice to an Owner to remove any rubbish, trash, garbage or other refuse from a lot and upon the Owner's failure to do so remove the same, have the right at any

reasonable time to remove any such rubbish, trash, garbage or other refuse at the sole expense of the owner of such Lot, and the same shall not be deemed to a trespass upon such lot.

12. ANTENNAS: Without prior written approval of the Board of Architectural Review Committee, no exterior television, radio or other communication antennas, aerials or microwave dishes of any type shall be placed, allowed or maintained upon any portion of the Lots. ~~dishes~~
dishes

13. SIGNS: No signs of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than 5 square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction or sales period.

14. RESTRICTIONS ON PARKING AND STORAGE: No outside storage shall be permitted in connection with any Lot. No automobile, house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat, or accessories thereto, motor-driven cycle, self contained motorized recreational vehicle, van, or other type of vehicle or vehicular or recreational equipment, parked or stored on the Property without written prior approval of the Architectural Control Committee (provided, however, that any vehicle may be otherwise parked as a temporary expedience for loading, delivery, or emergency. This restriction shall not restrict trucks or other commercial vehicles within the Property which are necessary for construction). No boats, trailers, motorhomes or similar vehicles will be permitted to be stored on a lot unless, as stated, within an enclosed garage.

15. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting to 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 water through drainage channels in the easements. The easement area of each lot and 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. An Owner shall be permitted to modify the drainage upon a Lot upon receiving written approval therefore from the Board of the Architectural Review Committee. Any Owner who in any way modifies such drainage without consent shall be subject to the sanctions contained herein for violations of this Declaration.

16. MEMBERSHIP: The architectural control committee is composed of Mildred H. Collier of Green River, Wyoming, Frank Jureczki, and G. Thomas Laskowski. 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 service 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 restore it to any of its power and duties.

17. PROCEDURES: The committee's approval or disapproval of these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 90 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.

18. TERMS: 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 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.

19. 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 violation or to recover damages.

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

Signed at Green River, Wyoming this 17 day of June, 1997.

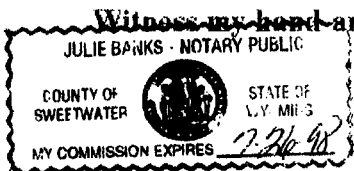
Mildred H. Collier
Mildred H. Collier

Frank Jurecki
Frank Jurecki

G. Thomas Laskowski
G. Thomas Laskowski
Builder d/b/a Laskowski Construction

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

The foregoing instrument was acknowledged before me by Mildred H. Collier, Frank Jurecki and G. Thomas Laskowski this 17 day of June, 1997.



Julie Banks
Notary Public

My Commission Expires: 7-26-98