

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, The Clinton Company, a Wyoming corporation, being the present owner of all the property described as follows:

Lots one (1) to nine (9), inclusive, in Block one (1); Lots eight (8) and nine (9) in Block two (2); Lots one (1) to nine (9), inclusive, in Block three (3); Lots one (1) to eighteen (18), inclusive, in Block four (4); Lots one (1) to thirteen (13), inclusive, in Block five (5); Lots one (1) to nine (9), inclusive, in Block six (6); Lots one (1) to eight (8), inclusive, in Block Seven (7); and Lots one (1) to eight (8); inclusive, in Block eight (8); all in The Colony Coal Company Addition to the City of Rock Springs, Sweetwater County, Wyoming.

does hereby covenant and agree that all of the above described property now owned by it is held subject to and with the benefit of all the restrictions, conditions, covenants, changes, and agreements contained in the within DECLARATION OF PROTECTIVE COVENANTS, and it does further covenant and agree that any subsequent grants of any of the said property now owned by it shall be subject to the following covenants and restrictions:

1. The Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1963, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the ten owners of the lots it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

3. Invalidation of any one of these Covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

4. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling or one two-family dwelling not to exceed two and one-half stories in height and a private structure to house not more than two vehicles.

5. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of E. S. Kassler, Jr., Ralph Jordan, and A. E. Markland, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will

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not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representatives, shall cease on and after January 1, 1968. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

6. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 18 feet to the front lot line, nor nearer than 5 feet to any side street line. No building, except a detached garage or other outbuilding located 40 feet or more from the front lot line, shall be located nearer than 1 foot to any side lot line.

7. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 4,000 square feet or a width of less than 40 feet at the front.

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

9. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall be at any time used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

10. The ground floor area of any residential structure, exclusive of one-story open porches and garages, shall not be less than 550 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half, two, or two and one-half story structure.

11. No person or persons except those of caucasian race shall occupy any part of these premises. This restriction shall not apply to persons of other races employed as domestic servants by owners, tenants, or lessors of the land herein described.

Dated at Denver, Colorado

May 11, 1944.

The Clinton Company,
By E. S. Kassler, Jr.

President

Attest: A. E. Markland

Secretary.

Witness:

Mary C. Wallace.

(SEAL OF CORPORATION) ←

THE STATE OF COLORADO)

CITY & COUNTY OF DENVER) ss:

On this 11th day of May, 1944, before me appeared E. S. Kassler, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of the Clinton Company and that the seal affixed to this instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said E. S. Kassler, Jr. acknowledged said instrument to be the free act and deed of said corporation.

My commission expires July 25, 1944.

Witness my hand and notarial seal the day and year last above written.

Ethel Grim
Notary Public

---Seal---