

DECLARATION OF PROTECTIVE COVENANTS

This Declaration of Protective Covenants to supersede and cancel previous Declaration of Protective Covenants recorded in Book 283, pages 205-208 and in Book 283, page 369, Office of the County Clerk, Sweetwater County, Wyoming.

KNOWN ALL MEN BY THESE PRESENTS, that the B & N Development Company being the present owner of Lots 2 thru 5, Block No. 5; Lots 1 thru 19, Block No. 6; Lots 1 thru 5, Block No. 7; Lots 1 thru 14, Block No. 8; of the Country Club Estates Addition, Section 2, to Rock Springs, Sweetwater County, Wyoming, pursuant to the Plat thereof, does hereby covenant and agree that all of said lots in said addition are held subject to and with the benefit of all restrictions, condition, covenants, charges, and agreements contained in the within DECLARATION OF PROTECTIVE COVENANTS, and does further hereby covenant and agree that any subsequent grants of any of the said lots now owned by aforementioned corporation shall be subject to covenants and restriction 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 lot 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, excepting Lots 1 thru 5, Block 7, upon which the erection of one four family dwelling not to exceed two stories in height shall be allowed on each lot. No building of any kind shall be moved onto any lot in the complete tract covered by 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 setback line.

3. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$8000.00, based upon cost levels as prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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 herein for the minimum dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 800 square feet for a one-story dwelling.

4. BUILDING LOCATION: No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 5 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 55 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For purposes of this covenant, eaves, steps, 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 a lot to encroach upon another lot. In 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 5 feet greater than the setback of the adjoining house and the setback line on the side street shall be 25 feet.

5. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5000 square feet.

6. 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.

7. 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, except for lumber shed, shop office building and one trailer house during construction period.

8. 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.

9. FENCES: Yard fences, wall, or hedges may extend only from the rear of the lot to the rear of the house thereon, and there shall be no front yard fencing, walls or hedges.

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

12. 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 the construction or sales period.

13. EASEMENTS. An easement of $2\frac{1}{2}$ feet along the interior side of each Property line and an easement of 8 feet along the rear of each Property line is reserved for installation and maintenance of utilities and drainage facilities.

14. MEMBERSHIP. The architectural control committee is composed of W. R. Dickson, Ray Prouhet of Rock Springs, Wyoming, and Tom Black, Jr., of Cheyenne, 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 restore to it any of its powers and duties.

15. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be 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 building plan shall not in any way relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.

16. 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.

17. 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.

18. SEVERABILITY. 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.

Signed at Rock Springs, Wyoming this 12 day June 1961

B & N DEVELOPMENT COMPANY

Vice-President: [Signature]

Asst-Secretary: [Signature]

THE STATE OF WYOMING)
COUNTY OF SWEETWATER)

On this 12 day of June, 1961, before me appeared RAY PROWET, and LEVOYD ROBERTSON, to me personally known, who, being by me duly sworn, did say that they are the Vice-President and Assistant Secretary respectively, of B & N Development Company, a corporation organized and existing under the laws of the State of Wyoming, and that the seal affixed to the foregoing 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 persons acknowledge said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 12 day of June, 1961.

My Commission expires:

My Commission Expires Oct. 19, 1964

[Signature]
Notary Public

