



RECORDED MAR 13 1986 AT 3:15 P M
IN BOOK 769 PAGE 555-559 GREEN RIVER, WYO.
NO. 0970872 ALBERT B. VESCO, COUNTY CLERK

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GAENSSLEN SUBDIVISION, BEING A PART OF LOT 8 AND PART OF THE SW/4SE/4 OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 108 WEST OF THE 6TH P.M., SWEETWATER COUNTY, WYOMING

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 10th day of March, 1986, by Helen L. Gaensslen, a single person, John V. Gaensslen and Jane Gaensslen, husband and wife, Charles E. Lee and Nona K. Lee, husband and wife, Henry L. Harsha and Mary C. Harsha, husband and wife, and Patrick S. Gaensslen and Carmen B. Gaensslen, husband and wife, (hereinafter collectively referred to as "Declarant").

WHEREAS, Declarant is the owner in fee of all of the following described real property (the "property") situate in the County of Sweetwater, State of Wyoming, to wit:

The real property described on Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, Declarant desires to assure the attractiveness of the individual Lots and facilities within the property; to prevent any future impairment thereof; to prevent nuisance; and to preserve, protect and enhance the values and amenities of the property.

NOW, THEREFORE, in order to achieve these objectives, Declarant is desirous of subjecting the property to the covenants, conditions and restrictions set forth herein, each and all of which is and are for the benefit of the property and each owner thereof, and Declarant does hereby subject the property to the following covenants, conditions and restrictions:

1. The lands described herein shall be used for residential purposes only.

2. No structure shall be erected, placed or permitted to remain on any one Lot, covered hereunder, other than a single family dwelling, garage buildings and other structures incidental to single family residential use of said Lot.

3. No building may be built with tar paper or asphalt materials. No building shall have exterior visible coverings of cement, cinderblock or unpainted metal. All buildings shall have exterior colors and finish that shall conform with and be in harmony with the natural surroundings. Plans for all buildings to be built on the individual Lots shall be submitted for approval to the architectural committee provided for hereinafter and shall not be built until such architectural committee has given its written consent for same.

4. Mobile homes, trailer houses, tent camps and transportable homes may not be located upon any Lot as a permanent, lived in structure.

5. Each owner placing a permanent dwelling house upon a Lot shall construct underground sanitation facilities in conformity with the laws of the State of Wyoming and its political subdivisions, and the same shall be placed upon

each Lot in such fashion as to avoid the creation of unsafe condition or the creation of any nuisance to owners of adjoining Lots.

6. No Lot within the Subdivision shall be further subdivided.

7. No building to be used as a single family residence on any Lot shall contain less than 1500 square feet of actual living space.

8. No owner of any Lot, member of such owner's family or guest of such owner shall at any time kill, capture, attempt the killing of, or attempt the capture of any wild animal or animals or wild bird or birds upon any land within the Subdivision.

9. Livestock, including but not limited to, horses, cattle, swine, goats, poultry or fowl, shall not be kept or permitted on any Lot. Only domestic animals, such as dogs, cats, birds and the like, shall be permitted. All permitted animals shall be restrained by an owner to the Lot owned by such owner. No owner shall be permitted more than two domestic animals of any particular species.

10. All utility lines shall be placed underground. No overhead lines are permitted.

11. No fence shall be built on any Lot without the written consent of the architectural committee. All plans for fences shall be submitted to the architectural committee for its review.

12. There shall be an architectural committee consisting of three owners of Lots within the property. Such architectural committee shall be elected by all of the owners of all of the Lots biannually. The first architectural committee shall be elected within thirty days of the filing of these covenants for record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming.

13. The benefits, burdens and other provisions contained in this Declaration shall be covenants running with and binding upon the property.

14. The benefits, burdens and other provisions contained in this Declaration shall be binding upon, and inure to the benefit of the Declarant and all owners and upon and to their respective heirs, executors, administrators, successors and assigns.

15. This Declaration, every provision hereof and every covenant, condition, restriction and reservation contained herein shall run with and bind the land and shall continue in full force and effect for a period of Fifty (50) years from the date hereof, and shall thereafter be automatically extended for successive periods of Five (5) years unless otherwise terminated or modified as hereinafter provided.

16. Subject to the foregoing paragraph, this Declaration or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the property or any portion thereof, with the written consent of Ninety Percent (90%) of the owners of the property. Such termination, extension, modification or amendment shall be

immediately effective upon recording the proper instrument in writing, executed and acknowledged by such owners in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming.

17. The conditions, covenants and restrictions herein contained shall run with the land and be binding upon and inure to the benefit of Declarant and owners, their successors, assigns and lessees of every Lot and residences on the property. These covenants, conditions and restrictions may be enforced by any owner or the architectural committee.

18. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an owner, shall be applicable against every such violation and may be exercised by any owner or the architectural committee. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. The failure of the Declarant, any owner, or the architectural committee to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations of or the right to enforce any other conditions, covenants, restrictions or reservations, and Declarant shall not be liable therefor.

19. The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or Court order or decree shall in no way affect the validity or enforcement of any of the other provisions, which other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto placed their hands and seals the day and year first above written.

Helen L. Gaensslen
Helen L. Gaensslen

John V. Gaensslen
John V. Gaensslen

Charles E. Lee
Charles E. Lee

Jane Gaensslen
Jane Gaensslen

Nona K. Lee
Nona K. Lee

Henry L. Harsha
Henry L. Harsha

Patrick S. Gaensslen
Patrick S. Gaensslen

Mary C. Harsha
Mary C. Harsha

Carmen B. Gaensslen
Carmen B. Gaensslen

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

The foregoing instrument was acknowledged before me by Helen L. Gaensslen, John V. Gaensslen and Jane Gaensslen, Charles E. Lee and Nona K. Lee, Henry L. Harsha and Mary C. Harsha and Patrick S. Gaensslen and Carmen B. Gaensslen, this 10th day of MARCH, 1986.

Witness my hand and official seal.



Collette Maruse
Notary Public

My Commission Expires: April 6, 1986.

Exhibit "A" to Declaration of Covenants,
Conditions and Restrictions for Gaensslen Subdivision,
Being a Part of the SW/4SE/4 of Section 36, Township 19 North,
Range 108 West of the 6th P.M., Sweetwater County, Wyoming

Description of Property

Lots One (1) through Six (6), inclusive, of Block One (1) and Lots One (1) through five (5), inclusive, of Block Two (2) of the Gaensslen Subdivision, being part of Lot Eight (8) and part of the SW/4SE/4 of Section 36, Township 19 North, Range 108 West of the 6th P.M., as said Lots and Blocks are laid down and described on the official plat thereof, filed of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming.