

RECORDED AUG 14 1973 AT 112
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PROTECTIVE COVENANTS

Hitching Post Heights Addition
Town of Green River
Sweetwater County, Wyoming

In consideration of the mutual protections herein contained, for the purpose of maintaining a desirable residential area, and for the mutual interests of the present and future property owners in providing for the orderly development of the Hitching Post Heights Addition to the Town of Green River, Wyoming, we do hereby agree and covenant this 1st day of June, 1973 to impose the following protective covenants and conditions to run with the land and to bind the owners and their respective heirs, executors, administrators, successors and assigns of the following described property, namely:

Lots 1 through 91, inclusive, Hitching Post Heights Addition to the Town of Green River, Sweetwater County, Wyoming; and

Lots 1 through 19, Tract A, Hitching Post Heights Addition to the Town of Green River, Sweetwater County, Wyoming.

The covenants and conditions hereof are as follows:

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 or two family dwellings not to exceed two stories in height and a private garage for not more than three cars.

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 unless similarly approved. Approval shall be as provided in paragraph 14.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$20,000 based upon

cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant 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 permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1010 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

4. BUILDING LOCATION.

- (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer to the lot lines than those set forth in the then existing residential zone designated for the Addition by the Town or City at the time of issuance of a building permit.
- (b) Only five feet of side yard shall be required for an attached or detached garage or other permitted non-dwelling accessory building.
- (c) For the 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 one lot to encroach upon another lot.

5. BASEMENTS. Easements on individual lots 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, nor 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. Within these limitations, these covenants shall not prohibit the construction of a fence within or on such easements.

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 out-building shall be used on any lot at any time as a residence either temporarily or permanently.

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

9. MINING AND MINERAL OPERATIONS. No mining or commercial drilling or mineral operations of any kind shall be permitted upon or in any lot.

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 that 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 the storage or disposal of such material shall be kept in a clean and sanitary condition and placed neatly for disposal by municipal or commercial garbage disposal units at each regular disposal date.

12. **WATER SUPPLY.** No individual watersupply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Wyoming Board of Health. Approval of such system as installed shall be obtained from such authority.

13. **SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any lot.

14. **ARCHITECTURAL CONTROL COMMITTEE - MEMBERSHIP.** The Architectural Control Committee is composed of Raymond W. Bickel, Garry W. Burnette and Addison E. Winter. 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.

15. **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, approval will not be required and the related covenants shall be deemed to have been fully complied with.

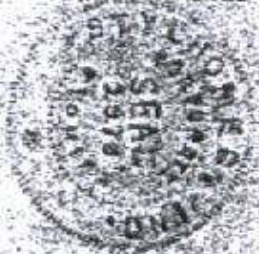
16. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless 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.

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.** Invalidity of any one of these covenants

by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have put their hands this 1st day of June, 1973.



STYLHOMES, INC.

By Addison E. Winter
President

ATTEST:

Garry W. Burnette
Secretary

Addison E. Winter
Addison E. Winter, individually

Raymond W. Bickel
Raymond W. Bickel

Garry W. Burnette
Garry W. Burnette

STATE OF WYOMING)
COUNTY OF SWEETWATER) ss

The foregoing instrument was acknowledged before me by Addison E. Winter, Raymond W. Bickel and Garry W. Burnette, this 30th day of July, 1973.

WITNESS my hand and official seal.



E. Jack Monte
Notary Public

My Commission Expires: