



DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
HILLSIDE HEIGHTS

TO WHOM IT MAY CONCERN:
WHEREAS, TENNECO OIL COMPANY, a Delaware corporation, is the owner of the following described real property, situated in the County of Sweetwater, State of Wyoming, to-wit:

Beginning at a point on the West line of Section 26, Township 18 North, Range 107 West, 6th Principal Meridian, said point also being on the East line of Hitching Post Drive, said point also being North 2°32'46" East 357.54 feet from the Southwest corner of said Section 26 and running thence North 2°32'46" East 974.86 feet along said section line and said East line to the point of a 20.00 foot radius curve to the right, thence Northeasterly 31.54 feet along the arc of said curve to the point of tangency, South 87°05'29" East 409.68 feet along said South line to the point of a 583.11 foot radius curve to the right; thence Easterly 173.94 feet along the arc of said curve and said South line to the point of tangency; thence South 70°00' East, 99.97 feet along said South line to the point of a 630.00 foot radius curve to the left; thence Easterly 200.12 feet along the arc of said curve and said south line to the point of tangency, thence South 88°12' East, 360.95 feet along said South line to the point of 20.00 foot radius curve to the right; thence Southeasterly 31.42 feet along the arc of said curve to the point of tangency, said point also being on the West line of West Teton Blvd.; thence South 1°48' West, 508.82 feet along said West line to the point of a 330.00 foot radius curve to the left; thence Southerly 9.00 feet along the arc of said curve and said West line to the point of tangency; thence South 0°14'13" West, 629.00 feet along said West line to the point of a 20.00 foot radius curve to the right; thence Southwesterly 31.42 feet along the arc of said curve to the point of tangency, said point also being on the North line of Bridger Drive; thence North 89°45'47" West, 1016.57 feet along said North line; thence North 2°32'46" East, 316.54 feet; thence North 87°27'14" West, 272.00 feet to the point of beginning; and (Contains 35.001 acres)

WHEREAS, the above described property was subdivided into Hillside Heights Subdivision according to plat thereof duly and regularly filed and recorded on July 25, 1980, in the office of the Clerk of Records of Sweetwater County, Wyoming, in the Plat Book at page 251, to which record reference is here made for all purposes; and

WHEREAS, Tenneco Oil Company, being the sole owner of the property to which these Protective Covenants and Restrictions apply desires to place protective covenants and restrictions on Lots 1 thru 109 of Hillside Heights Subdivision as shown on said plat (said lots being the real property to which these protective covenants and restrictions shall apply and are hereinafter referred to as said real property) for the benefit of the present and future parties owning or occupying said real property.

NOW, THEREFORE, in consideration of the premises, Tenneco Oil Company does hereby adopt the following protective covenants and restrictions which are hereby placed upon said real property and shall hereby become a part thereof, which said protective covenants and restrictions shall run with said real property and shall be binding upon and inure to the benefit of those parties owning and/or occupying the lots comprising said real property; and any and all conveyances of said real property, and any part thereof, shall hereafter be subject to the following protective covenants and restrictions and shall be binding upon all parties who shall hereafter acquire title to or who shall hereafter occupy any

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of the lots comprising said real property until December 31, 2000, at which time these protective covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless and until at the end of the year 2000 or at the end of any ten (10) year period thereafter the then owners of a majority of the lots comprising said real property shall agree in writing to amend or abolish these protective covenants and restrictions in whole or in part:

1. No structure shall be erected, altered, placed or permitted to remain on any of the lots comprising said real property other than one detached single family dwelling, private garage, and out buildings for pets.

2. Every detached single family dwelling, exclusive of garages and open porches, erected on any one of the lots comprising said real property shall have a minimum first floor area above the ground of 900 square feet.

3. No mercantile or service business nor any noxious or offensive trade or activity shall be carried on upon any of the lots comprising said real property, nor shall anything be done thereon which constitutes a nuisance to the neighborhood.

4. No trailer, tent, shack, garage, barn or other outbuilding erected on any of the lots comprising said real property covered by these protective covenants and restrictions shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

5. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said real property.

6. No sign of any kind shall be displayed to the public view on any of the lots comprising said real property, except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales period.

7. No automotive repair activity shall be conducted in the street in front of any of the lots comprising said real property and no A-Frames, winches, etc., for removing engines shall be displayed on or in front of any of the lots comprising said real property.

8. No vehicle shall be parked in the street in front of any of the lots comprising said real property in an inoperable condition for more than twenty-four (24) consecutive hours, nor shall any vehicle in an inoperable condition be parked within the front yard set back area in any of the lots comprising said real property for more than seventy-two (72) consecutive hours.

9. None of the lots comprising said real property shall be used or maintained as a dumping ground and no rubbish, trash, garbage or other waste shall be stored thereon except temporarily and in sanitary containers. No incinerators or other equipment for the storage or disposal of such material shall be kept or maintained in an unclean and unsanitary condition.

10. Construction of all structures and all activities conducted on said real property shall be in accordance with all valid zoning ordinances of the City of Green River, Wyoming.

11. These protective covenants and restrictions are to run with the land and shall be binding on all parties owning and/or occupying said real property until December 31, 2000, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless and until at the end of the year 2000 or at the end of any ten (10) year period thereafter by written agreement of the then owners of a majority of the lots comprising said real property these covenants and restrictions are amended or abolished in whole or in part.

If any party owning or occupying any of said real property, or their grantees, heirs, successors or assigns, shall violate or attempt to violate any of these protective covenants or restrictions, any person or persons owning

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or occupying any part of said real property shall have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such protective covenants or restrictions to prevent him, her or them from so doing and/or to recover damages or other dues for such violation.

Invalidation of any of these protective covenants and restrictions by judgment or court order shall in no way affect any protective covenants and restrictions which are not so declared invalid.

IN WITNESS WHEREOF, the undersigned, General Manager of Tenneco Oil Company, Soda Ash Project, being the duly authorized agent and attorney-in-fact with full power to execute these Protective Covenants and Restrictions, does hereby execute this instrument on this 26th day of September 1980.

TENNECO OIL COMPANY

By David R. Delling
David R. Delling
General Manager - Soda Ash Project

STATE OF WYOMING)
 : ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me by David R. Delling, General Manager of Tenneco Oil Company, Soda Ash Project, this 26th day of September 1980.

Patricia M. Gaddis
Notary Public

My Commission Expires:
April 9, 1984

