

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR THE  
HONOR ADDITION TO THE CITY OF GREEN  
RIVER, SWEETWATER COUNTY, WYOMING**

This declaration is made by and between Don W. Johnson and Lea S. Johnson, husband and wife; Christian A. Riegger, III, a single person; and Basic Properties, Inc., a Wyoming corporation, all of Sweetwater County, Wyoming, and all of whom are hereinafter collectively referred to as Owners.

WHEREAS the Honor Addition to the City of Green River, Wyoming, is an officially platted subdivision of the city, containing seven (7) residential lots, all of which are zoned "R-2" by the City of Green River; and

WHEREAS present ownership of said seven (7) lots is divided among the Owners as follows:

- Lot 1 - Basic Properties, Inc.
- Lot 2 - Basic Properties, Inc.
- Lot 3 - Basic Properties, Inc.
- Lot 4 - Christian A. Riegger, III
- Lot 5 - Don W. Johnson and Lea S. Johnson
- Lot 6 - Basic Properties, Inc.
- Lot 7 - Basic Properties, Inc.; and

WHEREAS the Owners desire to subject the property to the covenants, conditions, restrictions and easements hereinafter set forth in order to preserve, protect and enhance the use, enjoyment, values and amenities of the property for residential purposes for the benefit of the property and each Owner thereof.

NOW, THEREFORE, for the foregoing purposes, and for and in consideration of the premises, Owners hereby declare that all of the above described property is and shall be held, sold, transferred, conveyed and occupied subject to the following covenants, conditions, restrictions and easements, which shall run with and be binding upon the property and which shall be binding upon and inure to the benefit of each Owner thereof, their successors and assigns:

1. LAND USE AND BUILDING TYPE. The property is zoned R-2 Single Family Residential District, as defined and as provided in the Zoning Ordinances of the City of Green River, Wyoming. Regardless of the present or future zoning status of the property, no lot shall be used except for residential purposes; and no structures, other than those both permitted in an R-2 Zoning District and permitted under the terms hereof, shall be erected, placed or permitted to remain on the lots within the property. No lot shall be used except for purposes and uses permitted in an R-1 Zoning District. Whenever the covenants, conditions and restrictions set forth in this document differ from the requirements, restrictions and regulations applicable to an R-2 Zone, the covenants, restrictions and conditions of this document shall control.

2. BUILDING CONSTRUCTION. All structures erected on the lots in the Honor Addition shall meet the minimum requirements, specifications and standards of the Uniform Building Code, as the same may be amended from time to time, and as the same may be interpreted and enforced at the applicable time by the City of Green River. All structures erected on the lots in the property in accordance with this declaration, whether intended for residential or accessory purposes, shall be of a permanent and affixed nature and shall be of a quality consistent with the other structures located on the lots in the addition and the general construction standards in the industry in Sweetwater County, Wyoming. No structures of a temporary character, including but not limited to motor homes, mobile homes, trailers, structures built on skids, tents or similar units, shall be used for residential purposes on any part of the property at any time.

3. BUILDING SPECIFICATIONS. In addition to the requirements, specifications and standards set forth in Paragraph 2 above the following shall apply to real property improvements constructed on lots in the Honor Addition:

a. All buildings shall be site-built. No modular or mobile buildings may be constructed.

b. The floor area of the main level of houses shall be no less than 1,800 square feet in area, exclusive of garages.

c. The exterior walls of houses and garages shall be brick, stucco, DRYVIT or similar EFIS system.

d. Garages shall be constructed on all lots and shall be no less than 550 square feet in area. Garages shall be attached to the main dwelling and shall be able to contain two parked vehicles, side by side.

e. No structure of any kind shall be built within twenty-five feet of the front of the lot upon which the structure is located.

f. Front yards shall not be fenced. Front yards are defined for the purpose of this declaration as that portion of a yard lying on the street side of a straight line that runs along the front side of a dwelling house and extends outward to the lot boundaries.

g. Border fences shall be of vinyl, masonry or wrought iron construction only. Wood fences and chain link fences shall not be permitted.

4. LANDSCAPING AND PLANTING. All landscaping and planting shall be completed within two years from date of Owner occupying property.

5. EXTERIOR MAINTENANCE. All Owners shall keep their structures and grounds in a good state of maintenance, repair, preservation and cleanliness. No Owner shall permit any structures or conditions upon the property which would adversely affect the value or aesthetics of the property or adjoining properties.

6. COMPLIANCE WITH CITY ORDINANCES. All construction upon and use of the real property and premises subject to this declaration shall comply with all applicable zoning, building and subdivision ordinances, restrictions, statutes, laws, rules, regulations, policies and procedures of the City of Green River, the County of Sweetwater, and the State of Wyoming.

7. NUISANCES. No activity of a noxious or offensive nature may be conducted upon the property, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. No Owner shall make or permit any noises which will disturb or annoy the occupants of any of the homes in the addition or the adjacent community or do or permit anything to be done which will interfere with the rights, comfort or convenience of Owners of adjacent properties.

8. EASEMENTS. Easements and rights-of-way as may be of record or shown on the plat for the property are hereby reserved in the subdivision for poles, wires, pipes, conduits and related fixtures and equipment for heating, lighting, electricity, gas, telephone, television, sewer, water and other public utility services, drainage channels, access, or any other public cause or purpose, together with the right of ingress and egress at any time for the purpose of installation, construction, maintenance and repair relating thereto. Within the aforesaid easements and rights-of-way, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with any installation, construction, maintenance and repair work, or which may change the direction of flow of drainage channels, or which may obstruct or retard the flow of water through drainage



channels, or which may otherwise defeat the purpose or intent of any easement or right-of-way. The easement area of each lot and all improvements in and upon 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.

9. PARKING RESTRICTIONS. No campers, motor homes, boats, trailers or trucks over one ton shall be parked for more than a 48 hour period in front of a driveway or home if they obstruct the view of any street or sidewalk.

10. ARCHITECTURAL CONTROL AND ENFORCEMENT OF COVENANTS. The Honor Addition will not have an architectural control committee. Instead, any homeowner or homeowners within the addition may through legal process enjoin construction of and/or require removal of improvements which do not comply with the provisions of this declaration. If suit is filed to enforce a provision or provisions of this declaration, then the party(s) against whom this declaration is being enforced shall be liable for and shall pay the attorney fees and court costs of the enforcing party(s).

ALL PERSONS WHO SIGN THIS DECLARATION AND ALL PERSONS WHO MAY HEREAFTER PURCHASE PROPERTY WITHIN THE HONOR SUBDIVISION ARE SPECIFICALLY ADVISED OF THE FOLLOWING:

- If you attempt to erect an improvement which does not comply with the provisions of this declaration, this Paragraph 10 provides that a Court may issue an order forcing you to stop and forcing you to remove that which has been constructed.

- If you erect an improvement which does not comply with the provisions of this declaration, this Paragraph 10 provides that a Court may require you to tear it down. You will therefore lose the cost of construction, as well as incur the cost of removal.

- If a lawsuit is required to enforce the provisions of this declaration against you, this Paragraph 10 provides that a Court may require you to pay not only your own attorney fees to defend, but also the attorney fees of the party(s) enforcing the provisions of this declaration, and costs of suit. VIOLATION OF ANY PROVISION OF THIS DECLARATION WILL BE VERY EXPENSIVE FOR THE PARTY(S) VIOLATING.

In the event any property owner is uncertain whether construction of an improvement would violate the provisions of this declaration, the property owner is encouraged to speak to other homeowners in the addition. Consent in writing of a majority of homeowners (at the time consent is sought) to proposed construction of an improvement shall be conclusive proof that the proposed construction complies with the provisions of this declaration. For purposes of determining a majority of homeowners the following rules shall apply:

- a. Each lot on which a house has been constructed, and a certificate of occupancy issued, shall have one (1) vote; and

- b. Any person having a recorded ownership interest in the home (exclusive of mortgagees and other parties with security interests) is authorized to vote the lot, regardless of whether there are other co-owners.

11. ADDITIONAL ENFORCEMENT PROVISIONS. Paragraph 10 hereof shall not be construed as limiting the manners and methods through which the provisions of this declaration may be enforced. In addition to the enforcement options provided in said Paragraph 10, enforcement of this declaration may be by any available proceeding at law or in equity, including but not limited to proceedings for recovery of damages, against any person violating or attempting to violate any of the provisions hereof. As provided above, in any suit to enforce a provision or provisions of this declaration, the party against whom this declaration is being enforced shall be

liable for and shall pay the attorney fees and court costs of the enforcing party.

12. PROPERTY CONDITION STATEMENT. Notice is hereby given that the above described lots may be subject to various conditions relating to the nature, consistency, moisture content, ground water, water migration, permeability, topography, erosion potential, radon emission potential, and the like, of the surface and subsurface materials, which should be taken into account in the design, location and construction of any structures to be built upon said lots and the related uses for said lots. Should Owner encounter such he should obtain appropriate professional soils analysis and related reports and obtain professional opinions relating to such reports and relating to the design, location and construction of the foundation and structure of any planned buildings and appurtenances.

13. FORM FOR CONVEYANCE. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a lot shall describe the interest or estate involved substantially as follows:

LOT \_\_\_\_\_ ( \_\_\_\_\_ ) OF THE FINAL PLAT OF HONOR ADDITION TO THE CITY OF GREEN RIVER, SWEETWATER COUNTY, WYOMING, AS SAID LOT IS 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 ON MARCH 19, 1996 IN BOOK OF PLATS AT PAGE 373, TOGETHER WITH ALL APPURTENANCES SITUATE THEREON AND APPERTAINING THERETO, SUBJECT, HOWEVER, TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HONOR ADDITION TO THE CITY OF GREEN RIVER, SWEETWATER COUNTY, WYOMING; AND ALL OTHER EXCEPTIONS, RESERVATIONS AND RESTRICTIONS OF RECORD.

However, whether or not the description employed in any such instrument is in the above specified form, all provisions of this declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a lot.

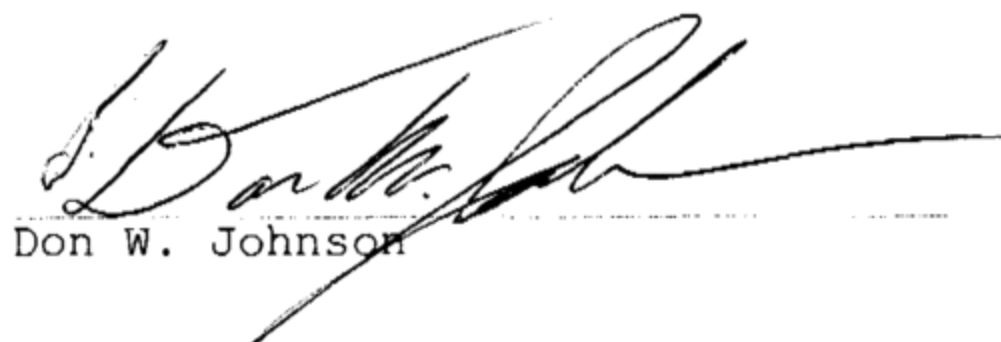
14. TERM. These covenants are to run with the land and shall be binding on all parties hereto and all persons claiming under or through them for a period of forty (40) years from the date these covenants are recorded. After expiration of said forty year period these covenants shall be automatically extended for successive periods of twenty (20) years. During any such extension period an instrument signed by a majority of the then homeowners in the addition may be recorded to change or amend said covenants in whole or in part; or to revoke these covenants in their entirety. For purposes of determining a majority of homeowners the provisions of Paragraphs 10(a) and 10(b) above shall apply.

15. SEVERABILITY. Invalidation of any one of these covenants, conditions, reservations, easements or restrictions, by judgment, court order, or otherwise, shall in no manner whatsoever affect any of the other remaining covenants, conditions, reservations, easements and restrictions hereof, and the same shall remain in full force, effect and operation.

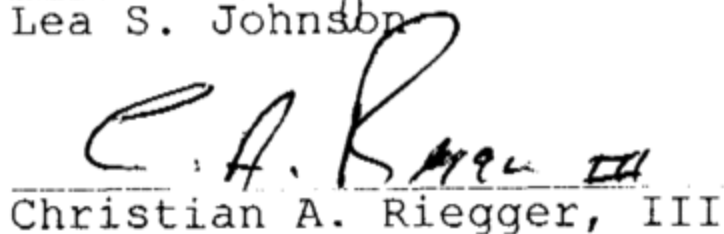
16. NON-WAIVER. Failure by any interested party to enforce any of the covenants, conditions, restrictions and easements herein contained in any one instance shall in no event be deemed or construed as a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

IN WITNESS WHEREOF, the Owners have duly executed this declaration on this 29th day of December, ~~2002~~ 2003,

(signatures and acknowledgments on next two pages)

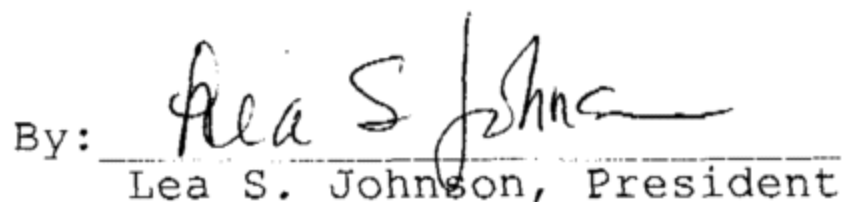
  
Don W. Johnson

  
Lea S. Johnson

  
Christian A. Riegger, III

Basic Properties, Inc.,  
a Wyoming corporation

(Seal)

By:   
Lea S. Johnson, President

Attest:

  
Don W. Johnson, Corporate Secretary

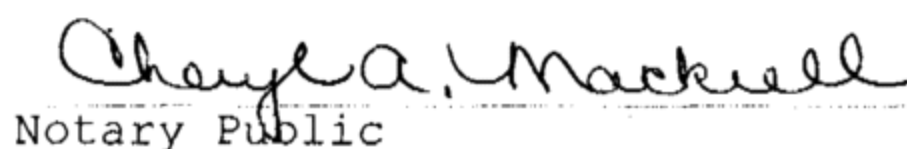
  
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LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 5 of 6

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

The foregoing instrument was acknowledged before me by Don W. Johnson this 29<sup>th</sup> day of December, 2002. 2003.

Witness my hand and official seal.



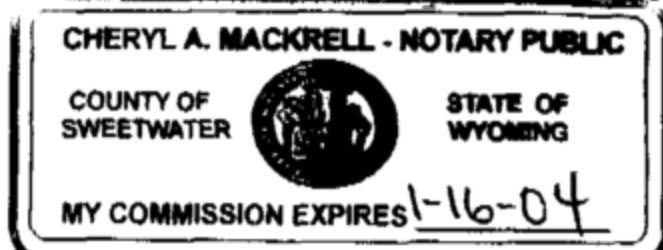
  
Notary Public

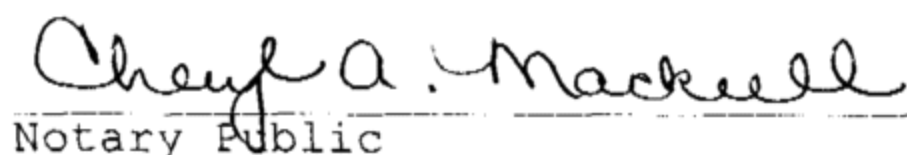
My Commission Expires: 1-16-2004

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

The foregoing instrument was acknowledged before me by Lea S. Johnson this 29<sup>th</sup> day of December, 2002. 2003.

Witness my hand and official seal.



  
Notary Public

My Commission Expires: 1-16-2004



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

The foregoing instrument was acknowledged before me by  
Christian A. Riegger, III this 12<sup>th</sup> day of November,  
2002.

Witness my hand and official seal.

Erin E. Wyant  
Notary Public

My Commission Expires: 12/21/05

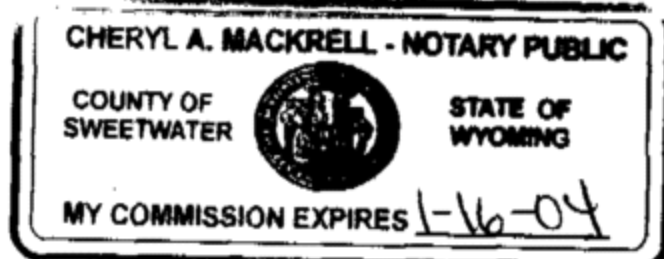


The State of Wyoming )  
: ss.  
County of Sweetwater )

2003

On the 29<sup>th</sup> day of December, 2002, before me  
personally appeared Lea S. Johnson, to me personally known, who,  
being by me duly sworn, did say that she is the President of Basic  
Properties, Inc., a Wyoming corporation and that the foregoing  
instrument was signed on behalf of said corporation by authority of  
its Board of Directors, and said Lea S. Johnson acknowledged said  
instrument was voluntarily executed on behalf of said corporation  
for the purposes and considerations expressed therein, with full  
understanding of the terms and conditions set forth therein, and as  
the free act and deed of said corporation.

Witness my hand and official seal.



Cheryl A. Mackrell  
Notary Public

My Commission Expires: 1-16-2004

RECORDED 12/29/2003 AT 12:55 PM REC# 1403237 BK# 0991 PG# 0901  
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 6 of 6