

RECORDED MAY 23 1978 AT 12 A
IN BOOK 615 PAGE 325-8 GREEN RIVER, WYO.
NO. 601612 REALTOR & WESCO COUNTY CLERK

AMENDED

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PROTECTIVE COVENANTS

Whereas, Intermountain Realty Corporation is the owner of the following described real property, situated in the County of Sweetwater, State of Wyoming, to-wit:

A parcel of land situated in the south half of Section 27, Township 18 North, Range 107 West of the sixth principal meridian, Sweetwater County, Wyoming, said parcel being particularly described as follows:

That portion of the Indian Hills Village Addition to the town of Green River which lies to the south and east of Indian Hills Drive, the main thoroughfare of said addition, more particularly described as Indian Hills Village Addition to the town of Green River, Sweetwater County, Wyoming, first filing, second filing amended, third filing, and fourth filing.

AND WHEREAS, as the owner of said real property they desire to place protective covenants, reservations and restrictions on said property for the benefit of themselves and future purchasers of said property.

AND WHEREAS, the plats of the Indian Hills Addition to the town of Green River, Wyoming, is recorded herewith.

NOW, THEREFORE, in consideration of the premises, it is provided that the following described protective covenants, reservations and restrictions are placed upon said real property and every part thereof and said covenants, reservations and restrictions will run with said lands, and any and all coveyances of said lands, and every part thereof, shall be subject to the following covenants, reservations and restrictions herein set forth and any and all persons who shall hereafter acquire title to any of the above described lands shall take and hold the same subject to said covenants, reservations and restrictions as herein set forth, to-wit:

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 two and one-half 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 constructed 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 part 16.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$25,000, exclusive of land cost, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the 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 1100 square feet for a one-story dwelling nor less than 1450 square feet for a dwelling of more than one story. Size restrictions do not apply to Blocks 1 and 2

of the addition.

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7000 square feet.

5. BUILDING LOCATION

a. No building shall be located on any lot nearer than 25 feet nor more than 35 feet to the front lot line. Provided, that no two adjacent houses shall have the same setback line.

b. No building shall be located nearer than ten feet to any interior lot line. Interior lots shall have side yard depths of not less than ten feet and a combined total of not less than twenty-five feet, on an individual lot.

c. Corner lots shall have yard depths of not less than 25 feet on the street sides. Interior side yard depth requirements shall be the same as specified for interior lots.

d. Rear yard depth shall be a minimum of 25 feet.

e. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as 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.

6. EXCEPTIONS. With written approval of the Architectural Control Committee, a one-story attached garage may be located nearer to a street than above provided, where the natural elevation of the lot along the established minimum building setback line is more than either eight feet above or four feet below the established roadway level along the abutting street and where in the opinion of said committee the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided.

7. COMPLIANCE WITH TOWN ZONING ORDINANCE. Any construction or use of the real property described in this covenant shall comply with Zoning Ordinance No. 846, as passed, approved and adopted by the Town Council of Green River, Wyoming, the 23rd day of September, 1968.

8. EASEMENTS. Easements 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, or 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.

9. 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.

10. 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. Temporary structures, including those used for construction purposes, may be erected and used for a period not to exceed one year.

11. PARKING RESTRICTIONS.

a. Off-street parking shall be a minimum of ten by twenty-two (10 X 22) feet exclusive of garages.

b. Parking of trailer campers, truck campers, bus campers and otherwise large vehicles, such as stock trucks and trailers shall be limited to period of 72 hours, when parked on the street in front of a residence or on the front driveway or parking area between the front building line and street.

c. The parking of boats and boat trailers or similar conveyances on the street or on the driveway or on any parking area between the front building line of a residence and the street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

d. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or on the front driveway or on any parking area between the front building line of the residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

12. 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.

13. 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.

14. 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. ARCHITECTURAL CONTROL COMMITTEE, MEMBERSHIP. The architectural control committee is composed of L. G. Weber, Gary Mortenson, L. L. Locey, W. Kobler, R. Kvidahl, and R. DeGooyer, all of Green River, 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 auth-

ority 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.

16. 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, 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.

17. 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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

18. 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 violations or to recover damages.

19. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 19th day of May.

INTERMOUNTAIN REALTY CORPORATION

By: Reneit Kridahl
Vice President

Attest:

L.S. Weber
Assistant Secretary

Subscribed and sworn to before me this 19th day of May 1976.

(seal) CHERYL HUBERSBERGER - Notary Public
COUNTY OF SWEETWATER STATE OF WYOMING
My Commission Expires November 20, 1979

Term My commission expires November 20th 1979. Cheryl Hubersberger
(Person authorized to administer oath)