

PROTECTIVE COVENANTS

FOR

JACKSON HEIGHTS ADDITION

A Subdivision in the Town of Green River, Sweetwater County, Wyoming, located in the South Half (S½) of Section 35, Resurvey Township 18 North, Range 107 West of the Sixth Principal Meridian.

Each of the Protective Covenants hereinafter set forth are to run with and shall be binding on all present and future owners of all or any part of Jackson Heights Addition, a Subdivision in the Town of Green River, Sweetwater County, Wyoming, as approved by the Planning Commission of the Town of Green River, Wyoming on August 11, 1976 and by the Mayor and Town Council of the Town of Green River, Wyoming on September 13, 1976, and thereafter duly filed for record on the 6th day of December 1976 in Plat Book Pages 205 and 205A, Receiving No. 716851, in the Office of the Recorder Sweetwater County, Wyoming.

These Protective Covenants are to so run with the land and to be binding upon all present and future owners of Jackson Heights Addition, and all parties and all persons claiming under them, until December 31, 1999, at which time these Protective Covenants shall be automatically extended for successive periods of ten (10) years unless by agreement of the majority of the then owners of the lots within Jackson Heights Addition, these Protective Covenants are amended or abolished in whole or in part.

If the present or future owners of any of the lots in Jackson Heights Addition, or their grantees, heirs, successors or assigns, shall violate or attempt to violate any of these Protective Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Protective Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these Protective Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these Protective Covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

Book 652 732751 283-6

11.35.9

PROTECTIVE COVENANTS

1. All lots in Jackson Heights Addition, shall be known, described and used solely for residential lots, and no structures shall be erected on any residential building lot other than a one-family dwelling not to exceed two stories in height and a one or two car garage.
2. All structures shall be located on residential lots in accordance with the setback requirements of the Zoning Ordinance of the Town of Green River, Wyoming.
3. 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.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time for a residence, either temporarily or permanently.
5. No building shall be erected on any lots unless the design and location is in harmony with existing structures and locations in the tract and does not violate any Protective Covenants.
6. Title holder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.
7. A perpetual easement is reserved over the rear seven and one-half (7½) feet of each lot except in Block 11 for utility installation, maintenance and drainage, where applicable.
8. No individual water supply system shall be permitted on any lot.
9. The raising or keeping of horses, hogs, poultry, fowl or other livestock on any part of Jackson Heights Addition is strictly prohibited.
10. No individual sewage disposal system shall be permitted on any lot.
11. No mass planting of any kind which would interfere with the view of cross traffic shall be allowed on a corner lot.
12. a) No residential structure shall be placed on an R-1 lot unless its living area has a minimum of 1400 square feet of floor area, exclusive of porches and garages.

b) No residential structure shall be placed on an R-2 lot unless its living area has a minimum of 1000 square feet of floor area, exclusive of porches and garages.

13. No boats or trailers may be parked in front of the front building lines of any lot.

14. Title to any lot, or portion thereof, shall not include title to any utility lines in, under or on any easement or street.

15. No wall, hedge, or any pergola or other detached structures which will obstruct vehicular view shall be erected on any lot forward of the front building line of said lot.

16. No major repairs or overhauling of motor vehicles is permitted on any lot.

17. No fence shall be erected on any lot forward of the front building line of said lot.

18. Union Pacific Land Resources Corporation shall review and approve all exterior building architectural elevations.

IN WITNESS WHEREOF, the undersigned being the owner of all said real estate, has caused these presents to be duly executed this 23 day of May, 1977.

Attest:

UNION PACIFIC LAND RESOURCES CORPORATION

John E. Thompson
Assistant Secretary

By [Signature]
VICE President



STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 23 day of May, 1977,
before me, a Notary Public in and for said County in the State
aforesaid, personally appeared J. G. Black, to me
personally known, and to me personally known to be
Vice President of UNION PACIFIC LAND RESOURCES
CORPORATION, and to be the same person whose name is subscribed
to the foregoing instrument, and who, being by me duly sworn,
did say that he is Vice President of Union Pacific
Land Resources Corporation; that the seal affixed to said instru-
ment is the corporate seal of said corporation; and that said
instrument was signed and sealed on behalf of said corporation
by authority of its board of directors; and the said
J. G. Black acknowledged said instrument to be
his free and voluntary act and deed, and the free and voluntary
act and deed of said corporation, by it voluntarily executed,
for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and
official seal the day and year last above written.

My commission expires Sept 16, 1980.

Karen A. Rickers
Notary Public

Residing at Omaha, Nebr.

(Seal)

