

REC'D 9-14-69  
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 EXHIBIT D  
 GREEN RIVER, WYO.  
 LUKE HARRIGAN, COUNTY CLERK

## DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS

The Superior Lumber Company, a Wyoming corporation, being the owner of the following described real property:

A tract of land in the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 25, Township 19 North, Range 105, West of the Sixth Principal Meridian, being within the corporate limits of the City of Rock Springs, Sweetwater County, Wyoming, and particularly described as follows:

Beginning at a point on the east line of "H" Street extended northerly that is N. 89° 55' E., a distance of 345.10 feet, and N. 0° 26' E. a distance of 264.001 feet from the southwest corner of Section 25, Township 19 North, Range 105, West of the Sixth Principal Meridian, said point also being the northerly terminus of a tract of land deeded for street purposes by the Union Pacific Railroad Company to the City of Rock Springs, said point of beginning also being the northwesterly corner of a tract of land conveyed by the Union Pacific Railroad Company to Raino J. Matson and Enid L. Matson, dated June 25, 1959, and recorded in the office of the County Clerk of Sweetwater County in Book 262, pages 26 to 31;

thence N. 0° 26' E. along the proposed east line of said "H" Street extended northerly a distance of 340.401 feet to a point;

thence N. 47° 36' E. along a line parallel to and 100 feet distant southeasterly from the southerly right of way line of the Union Pacific Railroad Company's right of way a distance of 1340.00 feet to the point of curvature of a curve to the right, said curve having a radius of 970.269 feet and a central angle of 84° 38';

thence along the arc of said curve a distance of 1433.217 feet to a terminus on the north-south center line of Section 25, Township 19 North, Range 105, West of the Sixth Principal Meridian;

thence S. 0° 31' 55" W. along the north-south center line of said Section 25 a distance of 1106.564 feet to a point on the northerly line of a tract of land designated as a reservoir reserve;

thence S. 89° 55' W. along the northerly boundary of the reservoir reserve a distance of 520.546 feet to a point on the easterly boundary of the James Addition;

thence N. 0° 5' W. along the easterly boundary of the James Addition a distance of 274 feet to the northeasterly corner of the James Addition;

thence S. 89° 55' W. along the northerly boundary of the James Addition a distance of 754.665 feet to an angle point on the northerly boundary of the James Addition;

thence S. 59° 55' W. along the northwesterly boundary of the James Addition a distance of 532.00 feet to an angle point on the westerly boundary of the James Addition;

thence S. 0° 5' E. along the westerly boundary of the James Addition a distance of 244.006 feet to a point on the westerly end of the James Addition;

thence S. 89° 55' W. along the northerly boundary of previously sold tracts a distance of 403.421 feet to the southeasterly corner of the aforesaid Matson Tract;

thence N. 0° 26' E. along the easterly boundary of the Matson Tract a distance of 100.00 feet;  
 thence S. 89° 55' W. along the northerly boundary of the Matson Tract a distance of 150.00 feet to the point of beginning;  
 containing an area of 49.561 acres, more or less;

all of said property being the same as that which is now platted as James Second Addition to Rock Springs, Sweetwater County, Wyoming, as said plat is now on file and recorded in Book 2, Page 134, in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sweetwater County, Wyoming, and which plat is by this reference made a part of this instrument, does hereby make for itself, its successors and assigns, the following declarations and covenants as to limitations, restrictions and uses to which the lots and lands constituting said addition may be put, hereby specifying and providing that the same shall constitute covenants to run with all of said land, as provided by law, and shall be binding upon all of the purchasers and grantees of said lots and lands, and everyone claiming under them, and for the benefit of and limitations upon all future owners in said addition, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in design and use as herein specified:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential, church or public school district purposes. No building, except churches or public school district buildings, shall be erected, altered, added to, 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 two cars.
2. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$13,000.00 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 not be less than eight hundred (800) square feet for a one-story dwelling, nor less than eight hundred (800) square feet for a dwelling of more than one story.
3. BUILDING LOCATION. No building shall be located on any lot nearer than twenty (20) feet to the front lot line, or nearer than ten (10) feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located forty (40) feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line, except Lots Fifteen (15) and Sixteen (16) in Block Eight (8), Lot One (1) in Block Ten (10), Lot One (1) in Block Twelve (12), Lots One (1) and Two (2) in Block Thirteen (13), and Lot One (1) in Block Fourteen (14), where the dwelling may not be located nearer than fifteen (15) feet from the rear lot line. 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 a lot to encroach upon another lot.

4. **EXCEPTION.** The above covenants, limitations and restrictions shall not apply with respect to Lots One (1) and Two (2), Block Fifteen (15), James Second Addition to Rock Springs, Sweetwater County, Wyoming, so long as the same shall be owned by School District No. 4, in the County of Sweetwater and State of Wyoming, or any other school district which may become the owner of said lots, or either of them, whether by assignment, conveyance, annexation, consolidation, merger or in any other manner.

5. **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.

6. **TERM.** All of the above restrictions are covenants to run with all of said land and shall be binding upon all of the purchasers and grantees of said lots and lands, and everyone claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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.

7. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person, persons, partnership, firm, corporation or association violating, or attempting to violate, any of said covenants, either to restrain violation or to recover damages.

8. **WHO MAY ENFORCE.** The covenants herein contained are understood and agreed to be such and shall be taken and held for the benefit of all lot owners and all lot owners shall individually have the right to enforce the restrictive covenants in this instrument.

9. **CONSTRUCTION ON GREATER AREA THAN ONE LOT.** For the purpose of the foregoing, a lot shall be construed as being fifty (50) feet in width, and in the event any owner desires to use an area in excess of one lot for construction of a permitted dwelling, the restrictions as to value and distance from lot lines shall be construed to apply to said area as if it were one lot and the boundaries of said area shall be construed as the lot line.

10. **SEVERABILITY.** Invalidation 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.

Although the same is not a restriction or covenant under this instrument, and should not be construed as such, notice is hereby given that upon presentation of said plat of James Second Addition to the Mayor and City Council of Rock Springs, Wyoming, for approval, as required by law, those officials advised that the owners of the lots therein would have to arrange to have their garbage placed in proper receptacles upon the front of their lots upon the days designated by the City of Rock Springs, Wyoming, for garbage removal from that area.

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COPIES

IN WITNESS WHEREOF, The Superior Lumber Company, a Wyoming corporation, grantor, has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, on this 14th day of September, 1966.

Attest:

THE SUPERIOR LUMBER COMPANY,  
a corporation,

S. J. Phelps  
Secretary

By Edwin E. James  
Vice-President



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

On this 14th day of Sept, 1966, before me appeared Edwin E. James, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of The Superior Lumber Company, a Wyoming corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and said Edwin E. James acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal the day and year in this certificate first above written.

My commission expires Oct 20 1967



J. L. Hunsler  
Notary Public

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