

PROTECTIVE COVENANTS AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS: That the WKF Corporation, a Wyoming Corporation, has acquired title to the following described real property, situate in Sweetwater County, Wyoming, to-wit:

Oregon Trails Subdivision, Phase 1, which is located in Lot Six (6), of Section Twenty-Eight (28), Resurvey of Township Nineteen (19) North, Range One Hundred Five (105) West of the Sixth (6th) Principal Meridian, Rock Springs, Sweetwater County, Wyoming, and is more particularly described as follows, to-wit:

Beginning at the Southeast corner of said Lot 6, (C 1/4 corner Section 28), Thence N. 87° 57' 32" W. along the Southerly boundary of said Lot 6 a distance of 208.04 feet; Thence N. 00° 02' 30" W. a distance of 660.09 feet; Thence S. 87° 57' 32" E. a distance of 10.00 feet; Thence No. 00° 02' 30" W. a distance of 110.00 feet; Thence S. 87° 57' 32" E. a distance of 100.00 feet; Thence N. 00° 02' 30" W. a distance of 29.96 feet; Thence S. 87° 57' 32" E. a distance of 170.04 feet to the Easterly boundary of said Lot 6; Thence S. 00° 02' 30" E. along the Easterly boundary of said Lot 6 a distance of 800.05 feet to the point of beginning, and containing an area of 5.039 acres, more or less.

That said Subdivision is known as the Oregon Trails Subdivision, Phase I, of the City of Rock Springs, Sweetwater County, Wyoming. That the Owner desires to place protective covenants and easements on said real property for the benefit of the Owner or future Owners, and that the protective covenants, restrictions and reservations shall run with said land and shall be binding upon any Purchasers of any of the real estate, their heirs, successors and assigns, until March 1, 2012, after which time said covenants and restrictions shall be automatically extended for successive 20 year periods unless an instrument signed by a majority of the Owners at that time has been recorded agreeing to change the same in whole or in part. Enforcement of said covenants, restrictions and reservations shall be by proceedings at law or in equity against anybody violating or attempting to violate the same, or to recover damages.

In the event any of these covenants and restrictions are invalidated by Judgment or Court Order, the remaining provisions shall not be affected. Said Corporation, by and through its officers, reserved the exclusive right to modify or waive any covenants and restrictions as to any lot or lots where it deems it necessary in unusual circumstances or to prevent hardship.

The covenants and restrictions to run with the Oregon Trails Subdivision Phase I, of the City of Rock Springs, Sweetwater County, Wyoming, are as follows:

1. Any construction or use of the real property shall be in compliance with and in conformity with the Zoning Ordinances and Building Ordinances of the City of Rock Springs, Wyoming.
2. No lot shall be used except for residential purposes for a single family dwelling of not more than two and one-half stories in height and shall not exceed 28 feet in height and shall not be less than 1,200 square feet of living space.
3. All materials and workmanship that go into the construction of said dwelling and other approved structures shall be of a quality that is in conformity with the surrounding dwellings and structures in the Subdivision.
4. Once construction of a dwelling is commenced, it shall be completed within a one year period from the date it was started.
5. There shall be no noxious, obnoxious or offensive activities carried on upon any lot which would constitute an annoyance or nuisance to the neighborhood.
6. All trash and garbage shall be contained in proper containers or receptacles and disposed of properly so as to give a clean appearance to the property at all times. All equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition at all times.
7. The area of any lot on which there is not erected any building, driveway or sidewalk shall be grass or otherwise maintained in a manner that would give the lot a neat and orderly looking appearance, and shall be kept clean of weeds that would present an unsightly appearance.



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NO.		ALBERT B. VESDO, COUNTY CLERK

8. All garages will comply with City Ordinances and Building Regulations with regard to set backs and the like. Such garages will have concrete floors and the construction of said garages will be with quality materials similar to that used in the construction of the dwelling, and shall conform to the decor of such dwelling. All garages shall have a paved asphalt or concrete driveway leading to the garage.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as set forth on the recorded Plat of the Oregon Trail Subdivision, Phase I. No structure, planting or other materials shall be placed or permitted to remain which might damage or interfere with the installation and maintenance of utilities, or which might change the direction of the flow of drainage channels in the easement area. The easement areas of each lot and improvements on it shall be maintained continuously by the Owner of the lot unless such improvements are the responsibility of the public authority or utility company.

10. The involved property is and will be perpetually, unless any part thereof is terminated, subject to all and each of the easements set forth on the Plat of said Oregon Trails Subdivision, Phase I. Each of the utility company, which include but are not necessarily limited to, U. S. West Communications, Pacific Power and Light Company, Sweetwater Television, Mountain Fuel Supply Company and their successors and assigns will have an easement, together with the rights of ingress and egress for purposes of constructing, installing, maintaining, operating and renewing, or repairing such of their facilities.

IN WITNESS WHEREOF, the undersigned Owner of all of said real estate in the Oregon Trails Subdivision, Phase I, has caused these presents to be duly executed this 19th day of April, 1993.

OREGON TRAILS SUBDIVISION, PHASE I,
W K F CORPORATION

By Frank A. Mau
President.

Attest: Jack M. Smith
Vice-President.

THE STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

On this 19th day of April, 1993, before me personally appeared Frank A. Mau and Jack M. Smith, President and Vice-President, respectively, to me personally known, who, being by me duly sworn, did say that they are the President and Vice-president, respectively, of the Oregon Trails Subdivision, Phase I, a Wyoming Corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Frank A. Mau and Jack M. Smith acknowledged said instrument to be the free act and deed of said Corporation.

WITNESS my hand and official seal.

Salmond J. Tente
Notary Public.

My Commission expires October 28, 1994.