

PROTECTIVE COVENANTS AND EASEMENTS

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

The OREGON TRAILS SUBDIVISION, PHASE 9 is located in Federal Lot 6 of Section 28, Resurvey Township 19 North, Range 105 West of the Sixth Principal Meridian. Rock Springs, Sweetwater County, Wyoming, and is more particularly described as follows:

Commencing at the Center Quarter corner of said Section 28, said point also being the southeast corner of said Federal Lot 6;

Thence North 87°57'38" West along the south boundary of said Federal Lot 6 for a distance of 1103.69 feet to the southwest corner of the Oregon Trails Subdivision, Phase 7 and the TRUE POINT OF BEGINNING;

Thence North 0°02'30" West along the west boundary of said Phase 7 for a distance of 616.89' to the northwest corner thereof;

Thence North 87°57'32" West for a distance of 268.86 feet to a point which lies on the west boundary line of said Federal Lot 6;

Thence South 0°02'29" East along the west boundary line of said Federal Lot 6 for a distance of 616.90 feet to the southwest corner thereof;

Thence South 87°57'38" East along the south boundary line of said Federal Lot 6 for a distance of 268.87 feet to the TRUE POINT OF BEGINNING.

The above described tract contains an area of 3.805 acres and is subject to any rights-of-way and/or easements which have been legally acquired.

That said Subdivision is known as the Oregon Trails Subdivision, Phase IX, 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, 2015, after which time said covenants and restrictions shall be automatically extended for a successive 20-year period unless an instrument signed by a majority of the Owners at the time has been recorded agreeing to change the same in whole or in part. Enforcement of said covenants and restrictions shall be by proceeding 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, reserves 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.

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The covenants and restrictions to run with the Oregon Trails Subdivision, Phase IX, 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 sanitary condition at all times.
7. The area of any lot on which there is not any erected 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.
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 décor 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 Trails Subdivision, Phase IX. No structures, 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 or which might obstruct or retard the flow of water through 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.


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10. The involved party 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 IX. Each of the utility companies, which include but are not necessarily limited to U.S. West, Pacificorp, Sweetwater Television, Questar 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 Authorized Agent on behalf of the WKF Corporation, the Owner of all of said real estate in the Oregon Trails Subdivision, Phase IX, has caused these presents to be duly executed this 31 day of July, 2006.

WKF CORPORATION, a Wyoming Corporation,

By James M. Smith
Vice-President



ATTEST:

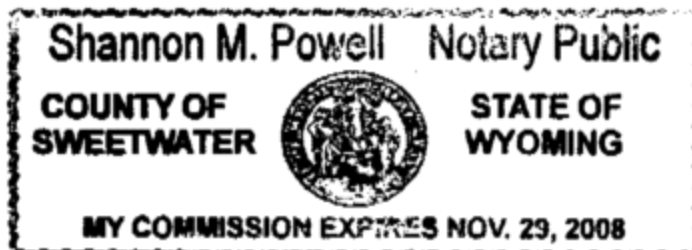
Jolanna Mau
Secretary

The State of Wyoming)
County of ~~Sweetwater~~ ^{Lincoln}) : ss.

On this 31st day of July, 2006, before me personally appeared James M. Smith, to me personally known, who, being by me duly sworn did say that he is the President of WKF Corporation, and that the seal affixed to said instrument is the corporation seal of said Corporation by authority of its Board of Directors and said officer acknowledged said instrument to be the free act and deed of said Corporation.

Witness my hand and official seal.

My commission expires: November 29, 2008
Shannon M. Powell
Notary Public



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The State of Wyoming)
: SS.
County of ~~Uinta~~ Lincoln)

On this 28th day of April, 2006, before me personally appeared Johanna Mau, to me personally known, who, being by me duly sworn did say that she is the Secretary of WKF Corporation, and that the seal affixed to said instrument is the corporation seal of said Corporation by authority of its Board of Directors and said officer acknowledged said instrument to be the free act and deed of said Corporation.

Witness my hand and official seal.

My commission expires: 11-16-07



Stacy A. Warner
Notary Public

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