

236020

RECORDED AUG 31 1982 AT 9:15 A.M.  
IN BOOK 299 PAGE 1-3 GREEN RIVER, WYO.  
NO. 236020 LUKE HARRIGAN, COUNTY CLERK

MIDSTATE LAND COMPANY  
P.O. Box 25  
Green River, Wyoming

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**DECLARATIONS IMPOSING PROTECTIVE COVENANTS:**

Midstate Land Company, a Washington Corporation authorized to do business in the State of Wyoming, having acquired the property described below hereby declare and impose the following restrictions and agreements upon that said tract of real property or sub division and each lot and parcel thereof:

Lots 1,2,3,4,5,6,7,8,9,10, and 11, Block 1, Lots 1 and 2, Block 2, Lots 1,2,3,4, and 5, Block 3, Lots 1,2,3,4,5,6, and 7, Block 4, Lots 1 and 2, Block 5, Lots 1,2,3, and 4, Block 6, Lots 1,2,3,4,5, 6,7,8, and 9, Block 7, Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15, and 16, Block 8, Lots 1,2,3, and 4, Block 9, Lots 1 and 2, Block 10, inclusive Pioneer Addition to Rock Springs, a subdivision of part of the East half of Northwest quarter (E 1/2 NW 1/4) and the West half of the Northeast quarter (W 1/2 NE 1/4) of Section 36, Township 19 North Range 105 West, 6th P.M., Sweetwater County, Wyoming.

**WITNESSETH**

These restrictions and agreements are imposed pursuant to a general plan and shall create mutual equitable servitudes on each of the lots in said subdivisions and a privity of contract with reference thereto between the various owners thereof, their heirs, successors and assigns.

**DEFINITIONS**

1. (Building plot) The term "building plot" means and refers to the site of a dwelling house and the grounds in connection therewith whether composed of one or more lots, or portions or combinations of portions thereof.
11. (Front lot line) The term "Front lot line" means the boundary line of any plot formed by a street upon and toward which the dwelling house fronts or faces.
111. (Interior side lot line) The term "Interior side lot line" means and refers to the longitudinal boundary line between or separating any two plots.
- 1V. (Side street line) The term "Side Street Line" means and refers to the exterior boundary line of any plot formed by a street other than the street upon which the plot faces.

**RESIDENTIAL AREA COVENANTS**

- C-1 **LAND USE AND BUILDING TYPE.** No plot shall be used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.
- C-2 **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction 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 C.
- C-3 **DWELLING COST, QUALITY AND SIZE.** No dwelling shall be permitted on any plot at a cost of less than \$11,000 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 and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded in 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 850 square feet.
- C-4 **BUILDING LOCATION.** No building shall be located on any plot nearer than 20 feet to the front plot line, or nearer than 20 feet to the side street line, or nearer than 5 feet to an interior plot line.
- C-5 **PLOT AREA AND WIDTH.** No dwelling shall be erected or placed on any plot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any plot having an area of less than 6,500 square feet.

C-6 EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear five feet of each lot. Within these easements no structure, planting or other materials 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 plot, except for those improvements for which a public authority or utility company is responsible.

C-7 NUISANCES. No noxious or offensive activity shall be carried on upon any plot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any plot at any time as a residence either temporarily or permanently, except during course of construction of said dwelling.

C-9 SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-10 LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any plot, except that dogs and cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

C-11 GARBAGE AND REFUSE DISPOSAL. No plot 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-12 SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersections of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARCHITECTURAL CONTROL COMMITTEE

C-1 ARCHITECTURAL CONTROL COMMITTEE. The architectural control committee is composed of Miss Jessica Longston, 1128 South Ash, Moses Lake, Washington; Mr. Jim Daniel, P.O. Box 1001 Rock Springs, Wyoming; and Miss Vicky Zazer, 1128 South Ash, Moses Lake, Washington. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority 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 anytime the 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 it any of its powers and duties.

C-2 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 covenant shall be deemed to have been fully complied with.

GENERAL PROVISIONS

C-1 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 five 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 plots has been recorded, agreeing to change said covenants in whole or part.

B-2 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 violation or to recover damages.

B-3 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.

*See* IN WITNESS WHEREOF, Jessica L. Longston, President of Midstate Land Company and ~~Secretary-Treasurer~~ Secretary-Treasurer of Midstate Land Company have executed and sealed this instrument on this \_\_\_ day of \_\_\_ 1961.



*Jessica L. Longston*  
\_\_\_\_\_  
Jessica L. Longston

*Jim Daniel*  
\_\_\_\_\_  
Jim Daniel

On this 11th day of September, 1961, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jessica L. Longston to me known to be the President of Midstate Land Company the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, and on oath stated that she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above



*J. H. Bennett*  
\_\_\_\_\_  
Notary Public in and for the State of Washington, residing in Moses Lake

On this 14th day of September, 1961, before me the undersigned, a Notary Public in and for the State of ~~Washington~~ Oregon, duly commissioned and sworn, personally appeared *Jim Daniel* to me known to be the ~~Secretary-Treasurer~~ *Secretary-Treasurer* of Midstate Land Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation

Witness my hand and official seal hereto affixed the day and year first above written.



*C. M. MDRCK*  
\_\_\_\_\_  
Notary Public in and for the State of Oregon, residing in Green River