

RENDEZVOUS ADDITION
PROTECTIVE COVENANTS

Know all men by these presents:

That, WHEREAS, the City of Rock Springs, Sweetwater County, State of Wyoming, being the owner of Rendezvous Addition, located in the City of Rock Springs, Sweetwater County, State of Wyoming and described as follows:

The South Half (S $\frac{1}{2}$) of Section 28, Township 19 North, Range 105 West, 6th Principal meridian, Sweetwater County, Wyoming and being more particularly described as follows:

Beginning at the south quarter corner of Section 28, Township 19 North, Range 105 West, 6th Principal Meridian, and running thence N88° 04' 03" W along the section line 684.68 feet; thence N 0° 11' 22" W 1322.01 feet; thence S 88° 04' 38" E 685.49 feet to the center section line; thence S 0° 09' 15" E along said section line 81.22 feet; thence S 88° 04' 38" E 83.32 feet to a point of a 180.0 foot radius curve to the right; thence southeasterly along the arc of said curve 116.61 feet to a point of a reverse curve to the left, the radius point of which is N 39° 02' 29" E 20.00 feet; thence easterly along the arc of said curve 31.42 feet; thence S 39° 02' 29" W 100.00 feet to a point of a curve to the left, the radius point of which is N 50° 57' 31" W 20.00 feet, thence northerly along the arc of said curve 31.42 feet to a point of a compound curve to the left, the radius point of which is S 39° 02' 29" W 120.0 feet; thence northwesterly along the arc of said curve 77.74 feet to a point of tangency; thence N 88° 04' 38" W 81.14 feet to a point on the center section line; thence S 0° 09' 15" E along said section line 1180.84 feet to the point of beginning containing 21.057 acres;

and



RECORDED	AUG 23 1983	AT 3 ³⁰ P M
IN BOOK	743	PAGE 1279-90 GREEN RIVER, WYO.
NO.	307298	ALBERT B. VESCO, COUNTY CLERK

Whereas, as the owner of said real property, it desires to place protective covenants and restrictions on said real property for the benefit of themselves and future purchasers of said real property; and

Whereas, the plat of the Rendezvous Addition was duly filed and recorded on August 27, 1981, in the office of the County Clerk of Sweetwater County, State of Wyoming, in the Plat Book at page 268.

Now, therefore, for the purpose of preserving the nature of the use and enjoyment of all lots in the Rendezvous Addition, the owners do hereby declare that the following Protective Covenants and restrictions are placed upon said real property and do hereby become part thereof and said Protective Covenants and restrictions shall run with said real property, and any and all conveyances of said real property, and every part thereof, shall be subject to the following Protective Covenants and restrictions hereinafter set forth and shall be binding upon all persons who shall hereafter acquire title to any of the above described real property and all persons claiming under them until December 31, 2004, at which time these Protective Covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless by agreement of the then owners of fifty-one (51) percent of the real property within Rendezvous Addition, the protective covenants and restrictions are amended or abolished in whole or in part.

1. These Protective Covenants shall apply to Lots 1 through 32 inclusive and Tracts A, B, C, D, E, and F.
2. Lots 1 through 32 inclusive shall be known as residential lots.

No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single family detached dwelling, private garage, out buildings for pets, and accessory structures commonly associated with a single family residential use; except that a duplex or two-unit townhouse may be allowed on Lot 11.

3. Tracts A, C, E, and F may be later replatted and utilized for townhouses, apartments or additional single-family dwellings. Any townhouses, apartments or single-family dwellings will be compatible with the dwellings on Lots 1 through 32, as determined by the Architectural Review Committee.
4. Tracts B and D shall remain as open space.

5. ARCHITECTURAL CONTROL

No building structure shall be erected on any lots unless the design and location is in harmony with existing structures, location and topography, and no building shall be erected until the building plans, specifications and plot plans have been submitted to the Architectural Review Committee for approval as to conformity and harmony of external design with existing structures in the development.

6. GUTTERS

No residential structure shall be erected in this subdivision without gutters, downspouts, and splash blocks becoming a basic part to carry the roof water away from the structure.

7. BUILDING LOCATION

The minimum front, rear and side yard for any structure shall be as follows:

Lots 1 through 32 inclusive

Front setback	20 feet
Rear setback	20 feet
Side setback	6 feet with at least one side yard being 10 feet except for corner lots which shall have a street side setback of 20 feet.

Tract A, C, E, F

Front setback	20 feet
Rear setback	20 feet
Side setback	15 feet except for corner lots which shall have a street side setback of 20 feet, and townhouses where party walls are involved in which case no side setback is required.

8. Party Walls

- (a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of the Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (b) Sharing of Repair and Maintenance. The cost of reasonable maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- (c) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- (d) Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent

or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

- (e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

9. Accessory Structures.

No accessory structures shall be placed in any required front yard and shall be set back at least three feet from any side or rear property line.

10. Temporary Structures.

No trailer, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

11. Nuisances.

No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. Livestock and Poultry.

No animals or poultry of any kind other than commonly owned house pets shall be kept or maintained on any part of said property.

13. Fences.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line of each lot without approval of the Architectural Review Committee.

14. Signs.

No sign of any kind shall be displayed to public view on any lot except for one sign advertising the property for sale provided the sign is not larger than six (6) square feet in size and nameplate signs indicating the name and/or address of the occupant.

15. Automotive Repair.

No automotive repair activity shall be carried on in the parking area or street in front of a building site, and A-frames, winches, etc., shall not be displayed for removal of engines. No vehicle shall be parked in the street in an unusable, unlicensed or inoperable condition for more than twenty-four (24) hours, nor parked within the front yard setback area for more than a seventy-two hour maximum time period regardless of the condition of the vehicle.

16. Trash and Refuse.

No lot shall be used or maintained as a dumping ground. All rubbish, trash, garbage or other waste shall be kept 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.

17. Weeds and Debris.

It shall be the property owner's responsibility to keep lots and adjacent rights-of-way free of weeds and debris and in a well manicured and maintained condition.

18. Lawn Areas.

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 approved by the Architectural Review Committee.

19. Recreational Vehicles.

All recreational vehicles shall be stored either in a garage or in the rear yard. Storage on the street, side yards or front yards shall be prohibited.

20. Architectural Review Committee.

The Architectural Review Committee shall consist of the City of Rock Springs Public Works Director, the City of Rock Springs City Planner, and the City of Rock Springs Chief Building Inspector, working under the directive of the Rock Springs Mayor and City Council.

21. Violations.

If the parties hereto, any of them or their heirs, or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person, persons, or party owning real property in the Rendezvous Addition to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such Covenants, and either prevent him or them from so doing or to recover damages or other dues for such violation.

22. Invalidation.

Invalidation of any one of the Covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 16 day of August, 1983.

acting Rudy Maggion
President of the Council
C. Keith West
Mayor

ATTEST:

John Farnengo
City Clerk

RESOLUTION NO. 83-68

8/12/83

A RESOLUTION APPROVING AND ADOPTING PROTECTIVE COVENANTS
TO THE RENDEZVOUS SUBDIVISION, A RESIDENTIAL
SUBDIVISION DEVELOPED BY THE CITY OF ROCK SPRINGS,
WYOMING.

WHEREAS, the City of Rock Springs has developed
the Rendezvous Subdivision as a residential subdivision in
the City of Rock Springs; and

WHEREAS, as developer, the City of Rock Springs,
has a vested interest in the quality and character of the
subdivision; and

WHEREAS, the City of Rock Springs desired to pre-
serve the character and livability of the area.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The attached Protective Covenants are
hereby adopted as Protective Covenants to the Rendezvous
Subdivision.

Section 2. Said Protective Covenants shall run
with the land as provided in said covenants.

Section 3. The Mayor and City Clerk are hereby
authorized to sign said covenants and have the same recorded
with the County Clerk of Sweetwater County.

PASSED AND APPROVED this 16th day of August, 1983.

Acting Rudy Maggion
President of the Council

C. Keith West
Mayor

ATTEST:

John Farrance
City Clerk

THE STATE OF WYOMING)
 COUNTY OF SWEETWATER) ss.
 CITY OF ROCK SPRINGS)

I, C. Keith West, Mayor of the City of Rock Springs, Wyoming, do hereby proclaim that the above and foregoing Resolution of the City of Rock Springs, was, on the date thereof, duly and regularly passed and approved by the City Council of the said City of Rock Springs, and by the Mayor of said City, as attested by the Clerk of said City, and I do hereby proclaim the same to be in full force and effect from and after the date of its passage and approval.

C. Keith West
 Mayor

THE STATE OF WYOMING)
 COUNTY OF SWEETWATER) ss.
 CITY OF ROCK SPRINGS)

I, John Fornengo, Clerk of the City of Rock Springs, Wyoming, do hereby certify that on the 16th day of August, 1983, the foregoing Resolution of the City of Rock Springs was proclaimed by the Mayor of the City to be in full force and effect from and after the passage thereof as set forth in said Resolution, and that the same was posted by me in the office of the City Clerk as directed by the City Council on the 16th day of August, 1983, at 9:00 P.M. on said day.

John Fornengo
 City Clerk

THE STATE OF WYOMING)
COUNTY OF SWEETWATER) ss

BE IT REMEMBERED, that on this 23rd day of August, 1983, before me, the undersigned, a notary public in and for the County and State aforesaid, came C. Keith West, Mayor of the City of Rock Springs, Wyoming, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Wyoming, and Rudy Magagna, acting president of the City Council of said municipal corporation, and John Fornengo, City Clerk of said municipal corporation, who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

Carolyn S. Durrant
Notary Public

