

PROTECTIVE COVENANTS

FOR

RIO MESA SUBDIVISION PHASE ONE AND TWO

That the foregoing plat designated as Rio Mesa, a subdivision which is located in the SE/4 of Section 35, Resurvey, of Township 18 North, Range 107 West, Green River Sweetwater County, Wyoming.

Each of the Protective Covenants hereinafter set forth are to run with and shall be binding on all present and future owners of all or any part of Rio Mesa Subdivision, a Subdivision in the Town of Green River, Sweetwater County, Wyoming, as approved by the Planning Commission of the Town of Green River, Wyoming on March 18, 1993 and by the Mayor and Town Council of the Town of Green River, Wyoming on April 6, 1993, and thereafter duly filed for record on the 6th day of May, 1993 in plat book pages 342, Receiving No. 1136767, with the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming.

These Protective Covenants are to so run with the land and to be binding upon all present and future owners of Rio Mesa Subdivision and to be binding upon all present and future owners of Rio Mesa Subdivision, and all parties and all persons claiming under them until December 31, 2015, at which time these Protective Covenants shall be automatically extended for successive periods of ten (10) years unless by agreement of the majority of the then owners of the lots within Rio Mesa Subdivision, these Protective Covenants are amended or abolished in whole or in part.

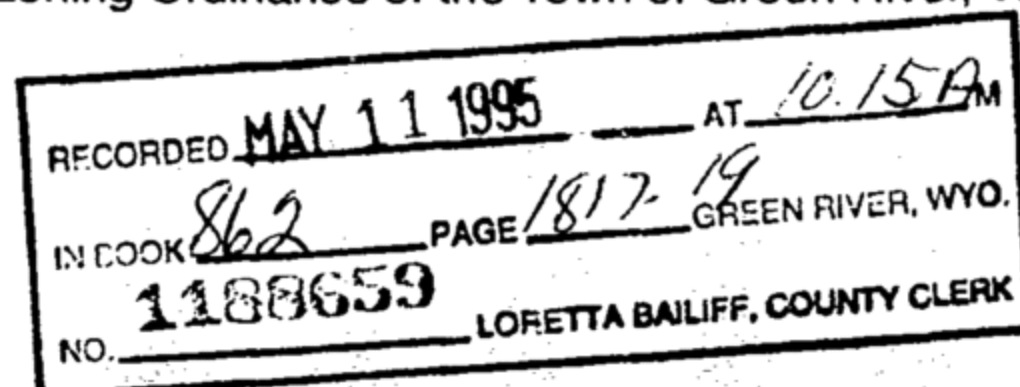
If the present or future owners of any of the lots in Rio Mesa Subdivision, or their grantees, heirs, of these Protective Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Protective Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these Protective Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these Protective Covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

PROTECTIVE COVENANTS

1. All lots in Rio Mesa Subdivision, shall be known, described and used solely for residential lots, and other than a one family dwelling designed to accommodate a single person or one family group together with household servant or servants of not more than two stories in height, and not less than 1,200 square feet of living space, exclusive of porches and garages, and a two or three car garage, except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational, or charitable uses.

2. All structures shall be located on residential lots in accordance with the setback requirements of the Zoning Ordinance of the Town of Green River, Wyoming.



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

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time for a residence, either temporarily or permanently.

5. No building shall be erected on any lots unless the design and location is in harmony with existing structures and locations in the tract and does not violate any Protective Covenants.

6. Title holder on each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.

7. A perpetual easement is reserved over the front seven and one-half (7 1/2) feet of each lot for utility installation and maintenance, and drainage where applicable.

8. No individual water supply system shall be permitted on any lot.

9. The raising or keeping of horses, hogs, poultry, fowl or other livestock on any part of Rio Mesa Subdivision, is strictly prohibited.

10. No individual sewage disposal system shall be permitted on any lot.

11. No massed planting of any kind which would interfere with the view of cross traffic shall be allowed on a corner lot.

12. No boats, trailers or R. V.s may be parked in front of the front building lines of any lot.

13. Title to any lot, or portion thereof, shall not include title to any utility lines in, under or on any easement or street.

14. No fence, wall, hedge, nor any pergola or other detached structures shall be erected on any lot forward of the front building line of said lot.

15. No major repairs or overhauling of motor vehicles is permitted on any lot.

16. No vehicles shall be parked in, near or upon the lots unless such vehicles are licensed in the current year and fully operative.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has caused these presents to be duly executed this 6th day of May 1993.



Robert Bramwell

BEF, Inc.

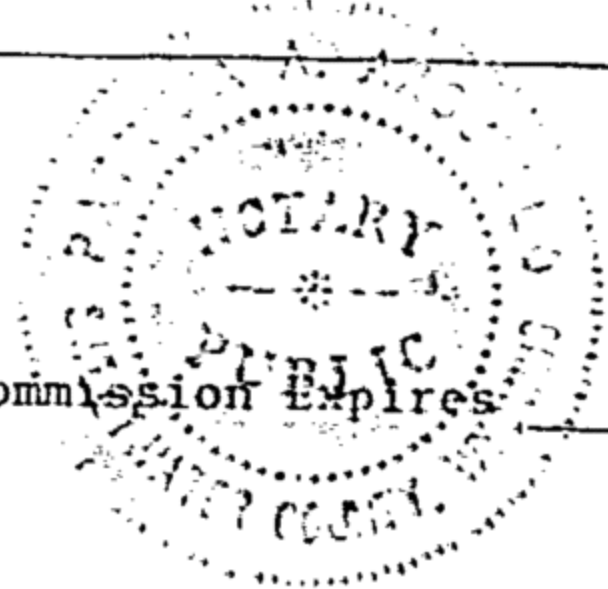
Robert Bramwell
Robert Bramwell, President

Kerry Eyre
Kerry Eyre, Vice President

State of WYOMING)
) SS
County of SWEETWATER)

The foregoing instrument was acknowledged before me by ROBERT BRAMWELL & KERRY EYRE

, on this 11TH day of MAY, 19 95.



My Commission Expires 8-1-95

Patricia A. Arguello
Notary Public
PATRICIA A. ARGUELLO