

634

RECORDED	JUN 21 1977	AT 2:26 P.M.
IN BOOK 653	PAGE 646	GREEN RIVER, WYO.
NO. 734182	ALSER'S WESCO, COUNTY CLERK	

DECLARATION OF PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

Irvin L. Lozier, as the fee simple owner of all lots, tracts, and parcels of Rye Patch Estates, located in section 36, township 25 north, range 106 west of the 6th P.M., Sweetwater County, Wyoming, hereby makes the following declarations as to limitations, restrictions and uses to which the lots, tracts, and parcels constituting Rye Patch Estates may be put, hereby specifying that said declarations shall constitute covenants running with all of the said land, as provided by law, and shall be binding upon all parties and persons claiming title under them, and for the benefit of and limitation upon all future owners.

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the development, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

NOW, THEREFORE, THE UNDESIGNED HEREBY DECLARE AS FOLLOWS:

1. SINGLE FAMILY DWELLING. No building shall be erected or maintained upon any lot except a single family dwelling house and private garage, barn or applicable storage facility for the sole use of the appropriate owner of the lot upon which structure is erected.

2. APPROVAL OF BUILDING PLANS. No dwelling house, garage, barn, or other structure or building shall be constructed or erected until the applicable plans have been submitted to Sweetwater County Zoning Board and the appropriate permit issued. Any such dwelling house, garage, barn, or other structure or building shall be required to have a cement, stone, or aggregate foundation beneath its outside perimeter.

3. TRAILERS, MOBILE HOMES AND TEMPORARY STRUCTURES. No owner shall locate a trailer, mobile home or temporary living structure upon any lot, except for a period not to exceed one year, provided that such is owned by the owner of the lot and is used solely to provide him with temporary living quarter while his dwelling is being constructed. This restriction shall not be construed to prevent an owner from placing a mobile home on permanent foundation, provided such structure conforms to all requirements stated in this declaration.

4. SIZE OF DWELLING. No dwelling house containing less than 700 square feet of interior living area shall be constructed upon any lot. In making this determination, the area contained in any attached garage, patio or breezeway shall be excluded.

5. BUILDING SET-BACK LINES. No dwelling house or other permitted structure or building shall be erected nearer than 35 feet from the front or street-side boundary line, or nearer than 10 feet from any inside lot line. This restriction shall not be construed to prevent the use of two or more lots as one building site.

6. FENCES. Fences shall be constructed whenever possible by and with mutual consent of adjoining lot owners. It is intended by this restriction to control an orderly system of fencing out of material which is compatible with the development.

7. OFF-STREET PARKING. At no time shall any owner allow or permit any type of motor vehicle or other object to be parked in any street or roadway, and shall provide for such parking strictly upon his own applicable lot.

8. LIVESTOCK AND PETS. All domestic animals, household pets, shall at all times be under the physical control of the owner. A space of and not less than 20,000 square feet or one-half acre, shall be required for each domestic animal other than household pets.

9. EXCAVATION. No excavation for stone, gravel, or earth shall be made on any lot, except for construction of floors, parking slabs, walls, sidewalks, footings, basements, sanitation, power, utility, and service lines.

10. SANITARY FACILITIES. Each lot owner shall construct a sewage sanitation system in conformity with the laws of the State of Wyoming, and no privy, outside latrine or other like facility shall be permitted. Approved septic tanks, cesspools and drain lines shall be constructed well underground and located so as not to give off any offensive odor or create any hazard to health. Owner shall refrain from causing any water or air pollution from emanating from his premises.

11. WATER SUPPLY. Each lot owner is responsible for providing his own water system. No drilled or dug well shall be placed closer than 25 feet from any side or rear lot line. Nothing herein contained shall be construed to prevent various lot owners from participating in a common project to provide water to their respective lots from a commonly owned or managed source or approved facility.

12. RESERVATION OF MINERALS. All sub-surface deposits of gravel, minerals, valuable substances, including oil and gas, are reserved by the Undersigned.

13. DISPOSAL OF DEBRIS AND GARBAGE. No debris, garbage or like materials shall be stored upon any part of the premises, and shall be removed therefrom and disposed of in a manner not offensive to other owners. No such materials shall be burned or buried upon the premises.

14. REDIVIDING OF LOTS. No lot shall be further subdivided.

15. RESTRICTIONS ON SUBSEQUENT TRANSFERS. No owner, purchaser, or occupant under color of title shall attempt to sell, transfer or convey any interest in any lot if being purchased under conditional sales contract, or if the same is subject to a mortgage lien in favor of the Undersigned.

16. RIGHT OF ENFORCEMENT. The Undersigned, their respective administrators, executors, heirs, successors and assigns, and every owner of any lot shall have the right to enforce these restrictions, to prevent any violation thereof, and to recover any damages resulting from such violation.

17. EFFECT OF NON-ENFORCEMENT. Failure by any proper party to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

18. ATTORNEY FEES AND COURT COSTS. If any legal action be taken by the Undersigned or any owner against the owner of any lot, where it is determined by order of the court that the offending party violated any restriction herein contained, the offending party shall pay all of the successful party's attorney fees and court costs.

EXECUTED THIS 15 day of June 1977 at Pinedale, Wyo. Irvin L. Lozier

THE STATE OF WYOMING

County of Sublette

EXECUTED THIS 20 day of June 1977 at Pinedale, Wyo.

Laura F. Lozier
Laura F. Lozier

The foregoing instrument of protective covenants was hereby acknowledged before me by Irvin L. Lozier and Laura F. Lozier owners of Rye Patch Estates.

James J. [Signature]
Notary Public
My commission expires: 1-1-79