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State of Wyoming)
)ss.
County of Sweetwater)

Rock Springs Construction Corporation
to
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS

Summit View Estates

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Rock Springs Construction Corporation, being the owner in fee simple of Summit View Estates, of Rock Springs, Sweetwater County, Wyoming, does hereby make this Declaration of Protective Covenants applicable to all the above described property.

1. **Land Use and Building Types.** No lot shall be used except for residential purposes for the construction of single-family dwellings, townhouse units with associated garages or multi-family dwellings.
2. **Architectural Control.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a site plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of the workmanship and materials, harmony of exterior design with existing structures, and location with respect to topography and finish grade elevations. All construction shall be new. No mobile homes shall be permitted. Modular, factory-built homes may be permitted if they meet all other requirements herein. Modular and/or factory built homes must be permanently affixed to a poured concrete or concrete block foundation which extends around the entire perimeter of the structure with a crawl space or basement and must have a pitched and shingled roof. All construction and/or factory-built modular homes shall be new and must comply with all applicable building codes, zoning laws and the minimum building standards as set forth in this Declaration. No structure shall be moved from any location outside the subject property onto any tract of the subject property.
3. **Building Quality and Size.** No building shall be permitted on any lot in which the total livable area of the residential structure, exclusive of the porch and garage is less than 800 square feet. It is understood that these minimum area requirements shall be determined by measurement of the framing dimensions of the living quarters only and are exclusive of any basement area.

Exterior colors and exterior construction materials of all dwellings must be approved, in writing, by the Architectural Control Committee.

4. **Minimum Size and Building Locations.**

- A. No building shall be located on any lot in conflict with the regulations of the City of Rock Springs or in conflict with rules and regulations promulgated by the Architectural Control Committee.
- B. For the purposes of these covenants, eaves, steps and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building to encroach on another lot.

5. **Restrained Activities.** In order to regulate and keep conformity of design, all major repairs, maintenance, decorating and yard upkeep shall be governed by the Architectural Control Committee. Any controversy or question regarding the "Restrained Activities" shall be referred to the Architectural Control Committee whose decision shall be final. No owner shall be allowed to engage in hereinafter described "Restrained Activities" without the written consent of the Architectural Control Committee. "Restrained Activities shall be identified and defined as follows:

- A. **Alteration of Exterior Design.** It shall be a restrained activity to remove, replace, repair or alter roofing, gutters and downspouts, walls, concrete porches, sidewalks, driveways and landscaping or any other exterior feature which would change the appearance of the building or front yard.
 - 1. All roofs, exterior trim, siding, garage doors and front fences will remain the same color and quality as originally installed.
 - 2. In the event of damage or destruction of any or all properties covered by these covenants, the damaged property shall be promptly repaired or reconstructed at the cost of the present owner. Repairs and reconstruction must be completed in such a way as to not change the outward appearance of the building or any retaining walls.
 - 3. No fence, wall or solid hedge shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line, except the fencing to be erected during the initial construction by Rock Springs Construction Corporation to enclose utility boxes within the front yards. Back yard fences shall not be altered from their original location and height.

6. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on public record. Within these easements, no structure, vehicles, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, ingress or egress of emergency vehicles or pedestrian traffic or which may change the direction of the flow of drainage channels in the easements. No owner shall be allowed to alter the final grade of the property or otherwise obstruct surface drainage. No plantings that require watering are recommended within five feet

of the foundation.

7. **Street Access and Sight Distance at Intersections.** Corner lots shall provide a clear vision zone for traffic safety. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations 2 ½ feet above the centerline of the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street curb lines and a line connecting them at points 40 feet from the projected intersection of the street curb lines.

8. **Nuisances.** No obnoxious 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.

9. **Temporary Structures.** No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage or barn shall be used on any lot at any time as a residence, either temporary or permanent. However, this covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structure whenever the same has been on the premises for an unreasonable length of time, or in any other way has become a nuisance.

10. **Parking and Non-Operative Vehicles and Facilities.** Parking of trailers, campers, recreational vehicles, snowmobiles, boats, ATV's and other comparable vehicles, large or small, shall be limited to a period not to exceed 72 hours, when parked on the street in front of a residence or a parking area between the front building line and a street. The parking of boats and trailers on the street or on any parking area between the front building line of the residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence, on the front driveway, on any area between the front building line of the residence and a street and/or in the rear yard for a period of more than 24 hours at any one time or as a repeated matter of practice.

11. **Signs.** No sign of any kind, on any lot, shall be displayed in public view except one professional sign of not more than one square foot or one sign of not more than five square feet that advertises the property for sale or rent or signs used by a builder to advertise the property during construction and sales periods.

12. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. This does not however, prohibit Rock Springs Construction Corporation or any successor developer from removing, transferring and/or selling topsoil, gravel or other material from the subdivision.



13. **Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that no more than three (3) dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

14. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Garbage and all waste shall be kept in sanitary containers.

15. **The Architectural Control Committee.** The Architectural Control Committee shall be composed of the following persons. G. Kevin Keller, Linda J. Keller and Garo A. Partoyan. The Committee may be contacted at 1807 Capitol Avenue, Suite 108, Cheyenne, Wyoming 82001. All communications must be in writing. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor for the member who can no longer serve or is unwilling to serve. None of the members of the Committee or their designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After 10 years from the date of this instrument, the then 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 amend any powers or duties of the Committee.

16. **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 review the plans or issue a written approval or disapproval of any submission within 90 days after plans and specifications or a question have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

17. **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 twenty (20) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then lot owners has been recorded, agreeing to change said covenants in whole or in part.

18. **Enforcement.** In the event that any person or persons shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area of the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violated any covenants either to restrain violation or to recover damages or both; and in addition, to recover from the party so violating such protective covenants, a reasonable amount of attorney's fees required to bring and maintain the proceedings either to enjoin violation or for the recovery of money damages or both. The Architectural Control Committee is in no way responsible for the enforcement of the restrictions in this declaration.

19. **Severability.** Invalidation of any 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.

DATED this 1ST day of ~~September 2004~~ ^{MARCH 2005}

ROCK SPRINGS LAND DEVELOPMENT COMPANY, INC.

By: BRAD ENZI

~~G. Kevin Keller, Manager/Member~~

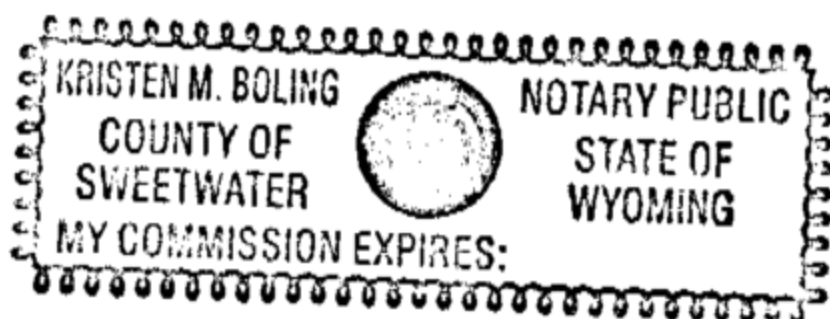
BRAD ENZI COO

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by ~~G. Kevin Keller~~ as Manager/Member of Rock Springs Land Development Company, Inc. this 1ST day of ~~September 2004~~ ^{MARCH 2005}.

Kristen M. Boling
Notary Public

My Commission Expires: 9-24-05



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LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 5 of 5