

PROTECTIVE COVENANTS

00702

1103

On This 7th day of July, 19 83 Build Rite Builders, Inc., owners of the following described property, to wit:

Lots 1 to 18, inclusive, in the Sunrise I Addition, a Subdivision in the City of Rock Springs, Sweetwater County, State of Wyoming.

Hereby state that the purpose of the restrictions that here in after follow 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 community, and thereby to secure restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owner. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be permitted.

The protective covenants hereinafter described shall apply to:

Lot 1 to 18, inclusive

1. LAND USE AND BUILDING TYPE. The lots shall be known, described and used solely as residential lots, and no structure shall be erected on any lot other than in conformance with these covenants.

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 set-back line unless similarly approved. Approval shall be as provided in following item 13.

3. BUILDING LOCATIONS.

a. No building shall be located on any lot nearer to the front set-back line shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 15 feet to any side street line or nearer than 20 feet to the rear of the lot line.

b. For the purposed of this covenant, caves, steps, fences and open porches shall not be considered as part of a building, provided however, that this shall not be constued to permit any portion of a building on any lot to encroach upon another lot.

4. BASEMENTS. Basements for installation and maintenance of utilities and drainage facilities are reserved as set forth in the recorded plat, and over the rear five feet of each lot. Within these easement, no structure, planting or other material 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. The easement are of each lot and all improvement in it shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.



Stamp: JUL 11 1983 11:15 AM IN BOOK 732 PAGE 702-4 GREEN RIVER, WYO. SWEETWATER CO. CLERK

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

6. TEMPORARY STRUCTURES. No structure of a temporary character, house-trailer, basement, tend, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. This covenant shall not be construed to preclude the placing on any lot of a camp trailer to be used for recreational purposes.

7. SIGNS. No signs of any kind shall be displayed for 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.

8. OIL AND MINING OPERATIONS. No oil drilling, oil development or 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 any lot. Nor derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

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

10. GARBAGE OR REFUSE DISPOSAL. No lot 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 of such material shall be kept in a clean and sanitary condition.

11. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs the sight-lines at elevations between two and six feet above the roadway 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 8 feet from the intersection 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 75 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees 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 sightlines.

12. 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 Control Committee. Each grassed area or otherwise maintained area shall be maintained in a neat and orderly manner, to the satisfaction of the Architectural Control Committee.

13. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The Architectural Control Committee is controlled by and composed of:

Robert E. Brianahan, # 10 Cottonwood Lane, Littleton, Colo.
 Anthony W. Tarufelli, 4101 Monroe Drive, Rock Springs, Wyo.
 Nancy L. Tarufelli, 4101 Monroe Drive, Rock Springs, Wyo.

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. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, 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 withdraw the lots from the control of the committee.

b. PROC. DUR. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee 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 covenants shall be deemed to have been fully complied with.

14. NATURE AND DURATION. 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

15. ENFORCEMENT. Enforcement shall be by proceeding 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.

16. NON-ENFORCEMENT. Failure by the present owner, the architectural control committee, or any land owner in the subdivision described herein to enforce any restrictions, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as one occurring prior or subsequently thereto.

Robert B. Brisnehan
Build Rite Builders Inc.
Robert B. Brisnehan Vice President
Anthony W. Tarufelli
Anthony W. Tarufelli President
Nancy I. Tarufelli
Nancy I. Tarufelli Treasure

State of Wyoming)

County of Sweetwater)

The foregoing instrument was acknowledged before me by Robert B. Brisnehan, Anthony W. Tarufelli and Nancy I. Tarufelli this 7 day of July, 1983.

Witness my hand and official seal.

Michael Marjanovich
Notary Public

My commission expires: Sept- 11, 1985

