

DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, said Rock Springs Development, L.L.C., is the fee owner of certain real property, recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on the 3rd day of August, 1994, at Page 358 of the Plat Book and described as follows:

*Part of the Northwest Quarter of Section 27, Township 19 North, Range 105 West of the Sixth Principal Meridian as follows:*

All real property located within the Sunrise II Addition (Phase I), a subdivision in the City of Rock Springs, Sweetwater County, Wyoming; and

WHEREAS, Rock Springs Development, L.L.C., as owner of the above described real property, desires to place protective covenants, reservations and restrictions on the described property for the benefit of itself and future purchasers of the property; and

WHEREAS, the Plat of Sunrise II Addition to the City of Rock Springs, Sweetwater County, Wyoming has been filed of record in the office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on 3rd day of August, 1994, at Page 358 of the Plat Book;

NOW THEREFORE, on consideration of the premises, it is hereby declared and provided that the following described protective covenants, reservations, and restrictions shall attach to and run with the land, and any and all conveyances of said lands, and every part thereof, shall be subject to the following covenants, reservations and restrictions as herein set forth.

- Land Use and Building Type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed 28 feet in height, and a private garage for not more than three automobiles.

RECORDED	SEP 01 1994	AT 12 20 PM
IN BOOK	854	PAGE 1308-15
	1171828	SWEETWATER, WYO.
NO.		ALBERT G. ORSEL, COUNTY CLERK

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 shall have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design and existing structures, and to location with respect to topography and finish grade elevation. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in paragraph 17, herein.

3. **Dwelling Cost, Quality and Size:** No dwelling shall be permitted on any lot at a cost of less than \$60,000.00 based upon the cost levels prevailing at the date these covenants are filed of record, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor gross area of the main structure, exclusive of open porches, basements, garages and other accessory structures, shall not be less than 1000 square feet for tri-level dwellings and 1200 square feet for two story dwellings. The front exterior shall have a 25% combination of either brick, stucco, or cedar siding.

4. **Lot Area and Width:** No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6000 square feet.

5. **Building Location:**

a. No building shall be located on any lot nearer than 20 feet to nor more than 35 feet from the front lot line, provided, however, that no two adjacent houses shall have the same setback line.

b. No building shall be located nearer than 6 feet to any interior lot line. Interior lots shall have side yard depths of not less than 6 feet and a combined total of not less than 16 feet on any individual lot. Provided, however, that any building structure to be used for accessory purposes only be located not less than 6 feet from the interior lot line.

c. Corner lots shall have yard depths of not less than 20 feet on the side streets. Provided, however, that the depth on any corner lot from yard not directly adjacent to the primary entrance to a main building may be reduced to 20 feet. Interior side yard depth requirements for corner lots shall be the same as specified above for interior lots.

d. Rear yard depth on all lots shall be a minimum of 20 feet. Provided, however, that any building structure to be used only for accessory purposes may be located not less than 6 feet from the rear lot line.

e. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

6. **Compliance with City Ordinances:** Notwithstanding any provision of this Declaration to the contrary, any and all construction or use of real property described in these covenants shall comply with the zoning and building ordinances of Rock Springs, Wyoming as passed, approved, and adopted by the City of Rock Springs, Wyoming. In the event that said ordinances are more restrictive than the terms of this document, the ordinances shall prevail.

7 **Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, including, but not limited to, a 15 foot rear-yard utility and drainage easement, a 5 foot side yard utility and drainage easement, and other special utility and drainage easements as indicated on the plat of Sunrise II Addition to the City of Rock Springs, Wyoming. Within these easements, 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, or which may obstruct and retard the flow of water through the drainage channels in the easements. The easements area of each lot and all improvements in and upon it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

8. **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 an annoyance or nuisance to the neighborhood.

9. **Temporary Structures:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Temporary structures for other purposes, including those used for construction may be erected and used for a period not to exceed six months.

10. **Parking Restrictions:**

a. Off-street parking shall be a minimum of 10 feet by 22 feet (10'x22') exclusive of garages.

b. Parking of trailer campers, truck campers, bus campers, and otherwise large vehicles, such as stock trucks and trailers, shall be limited to a period of 48 hours when parked on the street in front of a residence or on the front driveway or parking area between the front building line and street.

c. The parking of boats and boat trailers or similar conveyances on the street or on the driveway or on the parking area between the front building line of a residence and the street shall be of a temporary nature and no such vehicle or conveyance shall be left parked in such a location for storage from one season to another or while not in seasonal use.

d. 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 or on the front driveway or on any parking

area between the front building line of the residence and the street for a period of more than 48 hours at any one time, as a repeated manner of practice or more than twice during any one month period.

11. **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 construction and sales period.

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. **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 oil or natural gas shall be erected, maintained or permitted upon or in any lot.

14. **Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

15. **Garbage and 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

equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition at all times.

16. Architectural Control Committee, Membership & Committee Action:

The original Architectural Control Committee is composed of Clyde P. Smith and Donald E. Wallace, managers of Rock Springs Development, L.L.C. Because of the small size of the subject subdivision, each lot owner shall automatically become a member of the Architectural Control Committee upon purchase of a lot. Mr. Smith and Mr. Wallace shall cease to be members of the committee when the last lot is sold. There shall be one vote per lot. Any proposal before the committee must receive approval by a majority of the committee members or it shall fail. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The members of the committee shall not be entitled to any compensation for service performed pursuant to this covenant.

17. Procedure of Architectural Control Committee: 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 any proposal within 30 days after the plans and specifications therefor have been submitted to it, or in any event, if no suit to enjoin the construction as proposed 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 on any such lot.

18. Terms: These covenants are to run with the land and shall be binding upon 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 periods of Twenty (20) years unless an instrument signed by a majority of then owners has been recorded, agreeing to change said covenants in whole or in part.

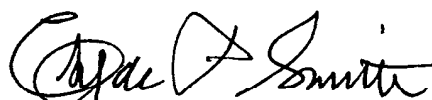
19. **Enforcement:** Enforcement of the covenants, conditions, reservations and restrictions set forth herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said covenants, either restraining any such violations or recovering damages for such violations.

20. **Non-Enforcement:** Failure by the present owner, the Architectural Control Committee, or any other land owner in the subdivision described herein to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the rights to do so thereafter as to the same breach or as one occurring prior or subsequently thereto.

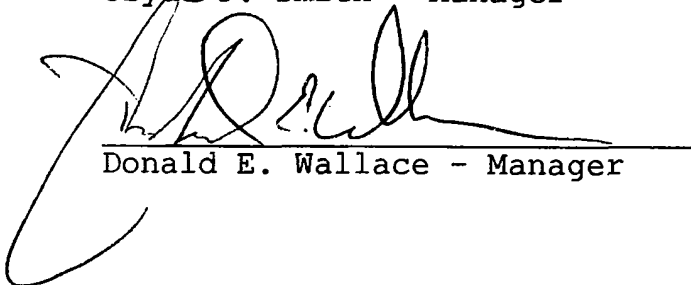
21. **Severability:** Invalidation of any one of these covenants, conditions, reservations, or restrictions, by judgment, court order or otherwise, shall in no manner whatsoever affect any of the remaining covenants, conditions, reservations or restrictions hereof, and the same shall remain in full force, effect and operation.

**IN WITNESS WHEREOF,** the undersigned, being the authorized managers of Rock Springs Development, L.L.C., owner of the real property described herein, have caused the foregoing declaration of protective covenants to be executed this 29th day of June, 1994.

Rock Springs Development, L.L.C.

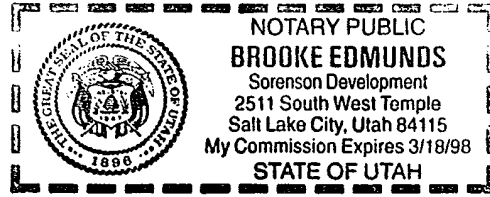


Clyde P. Smith - Manager



Donald E. Wallace - Manager

STATE OF UTAH )  
 ) ss.  
County of Salt Lake )



The foregoing declaration of protective covenants was acknowledged before me by Clyde P. Smith, Manager, and Donald E. Wallace, Manager, of Rock Springs Development, L.L.C., this 30 day of June, 1994.

Brooke Edmunds  
Notary

My commission expires: 3/18/98.