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**PROTECTIVE COVENANTS AND EASEMENTS OF THE
SWEETWATER DOWNS SUBDIVISION, PHASES I AND II**

KNOW ALL MEN BY THESE PRESENTS: That A & T Land Development, L.L.C., a Wyoming limited liability company, (hereinafter referred to as "Owner") has acquired title to and subdivided into building lots the following described real property, situate in Sweetwater County, Wyoming, to wit:

Lots 1-49 of Sweetwater Downs Subdivision, Phase I; and
Lots 50-94 of Sweetwater Downs Subdivision, Phase II

Contained in Section 28, Township 19 North, Range 105
West of the Sixth Principal Meridian, Rock Springs,
Sweetwater County, Wyoming

That said Subdivisions are known as the Sweetwater Downs Subdivision, Phase I, and Sweetwater Downs Subdivision, Phase II, City of Rock Springs, Sweetwater County, Wyoming. That the Owner desires to place protective covenants and easements on said real property for the benefit of the Owner and future Owners, and that the protective covenants, restrictions and reservations shall run with said land and shall be binding upon any Purchasers of any of the real estate, their heirs, successors and assigns, until August 1, 2016, after which time said covenants and restrictions shall be automatically extended for successive 10-year periods unless and until an instrument signed by a majority of the Owners at the time has been recorded agreeing to change the same in whole or in part. Enforcement of said covenants and restrictions shall be by proceeding at law or in equity against anybody violating or attempting to violate the same, or to recover damages.

In the event any of these covenants and restrictions are invalidated by Judgment or Court Order, the remaining provisions shall not be affected. Owner, by and through its members, reserves the exclusive right to modify or waive any covenants and restrictions as to any lot or lots where it deems it necessary in unusual circumstances or to prevent hardship.

The covenants and restrictions to run with the Sweetwater Downs Subdivision, Phase I and Phase II, City of Rock Springs, Sweetwater County, Wyoming, are as follows:

1. Any construction or use of the real property shall be in compliance with and in conformity with the Zoning Ordinances and Building Regulations of the City of Rock Springs, Wyoming.
2. No lot shall be used except for residential purposes for a single family dwelling of not more than two and one-half stories in height and shall not exceed 28 feet in height and shall not be less than 1,500 square feet of living space.
3. All materials and workmanship that go into the construction of said dwelling and other approved structures shall be of a quality that is in conformity with the surrounding dwellings and structures in the Subdivision.

4. Once construction of a dwelling is commenced, it shall be completed within a one-year period from the date it was started.
5. No fence, wall, or hedge shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line. No front yard fences shall be erected nor placed on any lot. All fences shall not exceed six (6) feet in height. All fences shall be constructed of a good quality vinyl (no maintenance) material and shall be constructed in a good and workmanlike manner. All fences shall be the same color which shall be an earth tone or white color that is common and readily available through fencing suppliers. The color shall be determined by the first lot owner to construct a fence. All subsequent fences shall be constructed in the same color throughout the subdivision.
6. There shall be no noxious, obnoxious or offensive activities carried on upon any lot which would constitute an annoyance or nuisance to the neighborhood.
7. All trash and garbage shall be contained in proper containers or receptacles and disposed of properly so as to give a clean appearance to the property at all times. All equipment for the storage or disposal of such waste materials shall be kept in a clean sanitary condition at all times.
8. The area of any lot on which there is not any erected building, driveway or sidewalk shall be grass or otherwise maintained in a manner that would give the lot a neat and orderly looking appearance, and shall be kept clean of weeds that would present an unsightly appearance.
9. All garages will comply with City Zoning Ordinances and Building Regulations with regard to set-backs, size, and the like. Such garages will have concrete floors and the construction of said garages will be with quality materials similar to that used in the construction of the dwelling, and shall conform to the décor of such dwelling. All garages shall have a paved asphalt or concrete driveway leading to the garage.
10. Easements for installation and maintenance of utilities and drainage facilities are reserved as set forth on the recorded Plat of the Sweetwater Downs Subdivision. No structures, planting or other materials shall be placed or permitted to remain which might damage or interfere with the installation and maintenance of utilities, or which might change the direction of the flow of drainage channels or which might obstruct or retard the flow of water through drainage channels in the easement area. The easement areas of each lot and improvements on it shall be maintained continuously by the owner of the


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lot unless such improvements are the responsibility of the public authority or utility company.

11. Each lot owner is and will be perpetually, unless any part thereof is terminated, subject to all and each of the easements set forth on the Plat of said Sweetwater Downs Subdivision. Each of the utility companies, which include but are not necessarily limited to the City of Rock Springs, Qwest, Rocky Mountain Power, Sweetwater Television, Questar, and their successors and assigns will have an easement, together with the rights of ingress and egress for purposes of constructing, installing, maintaining, operating and renewing, or repairing such of their facilities.

IN WITNESS WHEREOF, the Members on behalf of A & T Land Development, L.L.C., the Owner of all of said real estate in the Sweetwater Downs Subdivision, Phase I and Phase II, has caused these Protective Covenants and Easements to be duly executed this 31st day of August, 2006.

A & T LAND DEVELOPMENT, L.L.C.

By: _____

Todd Gnose, Member

By: _____

Arnold N. Lewis, Member

State of Wyoming)
County of Sweetwater) ss.

On this 31 day of August, 2006, before me personally appeared Todd Gnose and Arnold N. Lewis, to me personally known, who, being by me duly sworn did say that they are members of A & T Land Development, L.L.C., and that the seal affixed to said instrument is the seal of said Company by authority of its Members and said members acknowledged said instrument to be the free act and deed of said Company.

Notary Public

My Commission Expires:

6/17/08



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