

97652

RECORDED March 20, 1953 10:00 A.M.
IN BOOK 185 PAGE 437-438 GREEN RIVER, WYO.
NO 97652 LUKE HARRIS, COUNTY CLERK

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PROTECTIVE COVENANTS

WHEREAS, George Sturholm, and Josephine Sturholm, husband and wife, are the owners of the following described real property, situated in the Town of Green River, County of Sweetwater, State of Wyoming, to-wit:

All of Trona Heights Plat A addition to the Town of Green River, except lots seven, eight, nine and ten of Block one of said addition.

AND WHEREAS, as the owners of said real property they desire that it shall be a desirable residential district and they desire to place protective covenants, reservations and restrictions on said property for the benefit of themselves and future purchasers of said property.

AND WHEREAS, the plat of the Trona Heights Plat A addition to the Town of Green River, Wyoming is recorded herewith.

NOW THEREFORE, in consideration of the premises, it is provided that the following described protective covenants, reservations and restrictions are placed upon said real property and every part thereof and said covenants, reservations and restrictions shall run with said lands. And any and all conveyances of said lands, and every part thereof, shall be subject to the following covenants, reservations and restrictions herein set forth and any and all persons who shall hereafter acquire title to any of the above described lands shall take and hold the same subject to said covenants, reservations and restrictions as herein set forth, to-wit:

1. 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 one or two family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.

2. No building of any kind shall be moved upon any lot and any building of any kind constructed upon any lot shall be constructed of materials of good quality and condition.

3. No dwelling shall be permitted on any lot at a cost of less than \$8,000.00 based upon cost levels prevailing on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 720 square feet for each one story dwelling unit, nor less than 960 square feet for each dwelling unit of more than one story.

4. No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than five feet to the side lot lines.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear ten feet of each lot.

6. 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.

7. 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.

8. These covenants, reservations and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date they are recorded, after which time said covenants, reservations and restrictions shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, reservations or restrictions in whole or in part.

9. Enforcement shall be by proceedings 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.

10. The covenants, reservations and restrictions herein contained are understood and agreed to be such and shall be taken and held for the benefit of all lot owners and all lot owners shall

individually have the right to enforce the covenants, reservations and restrictions contained in this instrument.

11. Invalidation of any one of these covenants, reservations or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 19 day of March, 1953.

George Sturholm

Josephine Sturholm

THE STATE OF WYOMING :
 : SS.
COUNTY OF SWEETWATER :

On this 19 day of March, 1953, before me personally appeared George Sturholm and Josephine Sturholm, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Lee Steuber
Notary Public

My Commission expires
Nov. 10, 1953