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RECORDED	19	1961	JAN	11	11	AM
IN BOOK	281	PAGE	212	GREEN RIVER, WYO.		
NO.	217586	LUKE HARRIS, COUNTY CLERK				

PROTECTIVE COVENANTS

WHEREAS, Trona Heights Development Company, is the owner of Trona Heights Plat B. Addition to the Town of Green River, Wyoming; and

WHEREAS, as the owner of said real property, said company desires to place protective covenants, reservations and restrictions on this property for the benefit of itself and future purchasers of said property.

AND WHEREAS, the plat of said property has been recorded.

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. LAND USE AND BUILDING TYPE. No lot shall be used except for residential or church purposes. No residence shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars, and no church shall be erected, altered or placed upon any lot until approved in all respects and as to all conditions by the architectural committee.

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

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topography and finish grade elevation. No fence or wall more than four feet in height shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. Providing this provision shall not apply to necessary retaining walls.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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 area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1000 square feet for a one story dwelling, nor less than 875 square feet for a dwelling of more than one story.

4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer to the front lot line than 25 feet or nearer to the side street line than 12 feet, provided, that no two adjacent houses shall have the same setback line, and on a corner lot either yard facing street may be considered front yard opposite selected front is rear yard.

(b) No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 5 feet to the rear lot line.

(c) For the purpose of this covenant, eaves, steps and open porches shall not be considered as a 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.

5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear and side 5 feet of each lot. 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 or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in 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.

6. 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.

7. TEMPORARY STRUCTURES. No structures 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. All construction shall be of new material and no structure shall be moved to any site in the Addition.

8. 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.

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 commercial purposes.

10. ARCHITECTURAL CONTROL COMMITTEE. Membership. The Architectural Control Committee is composed of Dean Smith, Lee S. Nebeker and John Anderson. 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 from the committee or restore to it any of its powers and duties.

11. PROCEDURE. The committee's approval or disapproval is required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, the failure of such representative to approve or disapprove any proposed building plan shall not in any way relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained therein.

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

13. ENFORCEMENT. 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 violator or to recover damages.

14. SEVERABILITY. Invalidation of any one of these covenants 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 18 day of January, 1961.

ATTEST:

Robert McVicker
Secretary

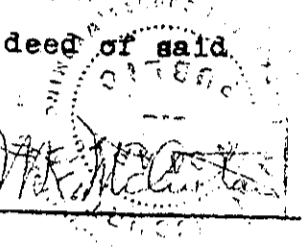
Trona Heights Development Co.
By *Walter A. Smith*
President

William Dean Smith

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THE STATE OF WYOMING)
) SS
COUNTY OF SWEETWATER)

On this 18th day of May, 1961, before me personally appeared George Sturholm, to me personally known, and be me duly sworn to say that he is the President of the Trona Heights Development Company; that the seal affixed to the foregoing is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and said George Sturholm declares said instrument to be the free act and deed of said corporation.


Lee F. Heber
Notary Public

My Commission expires:

THE STATE OF WYOMING)
) SS
COUNTY OF SWEETWATER)

On this 16 day of June, 1961, before me personally appeared William Dean Smith and Charmaine F. Smith, husband and 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.

My Commission expires
March 20, 1965

Lee F. Heber
Notary Public

