

PROTECTIVE COVENANTS AND EASEMENTS
UPLAND ADDITION, ROCK SPRINGS, SWEETWATER COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS:

That Upland Industries Corporation, the party executing this agreement, having acquired title to the real estate located in Rock Springs, Sweetwater County, Wyoming, described on Exhibit A attached hereto and by reference made a part hereof, being all of Upland Addition, a subdivision in the City of Rock Springs, Sweetwater County, State of Wyoming, as recorded in the office of the Clerk and Recorder of said county in plat book, page 156, receiving number 421954 on February 15, 1973, hereby establishes mutual protective covenants and easements covering said real estate described in said Exhibit A (Upland Addition) for the benefit of said real estate, which shall be binding upon the Purchasers of said real estate, their heirs, successors and assigns. Said real estate described in said Exhibit A is herein referred to as Upland Addition.

These covenants are to run with Upland Addition and shall be binding on all present and future owners of all or any part thereof until January 1, 1985.

If the present or future owners of any of the lots in Upland Addition, or their grantees, heirs, successors or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said Upland Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or wave these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship. The covenants to so run with Upland Addition are as follows:

RECORDED	JUN 6 1974	AT	2 P
IN BOOK	555	PAGE	458-64
NO.	451936	GREEN RIVER, WYO	
ALBERT B. WESCO, COUNTY CLERK			

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COVENANTS

A. Except with respect to Lots 1, 33, 34, 35 and 39 which may be used for commercial purposes (including multi-family dwellings) and such lot or lots or part thereof as may from time to time be occupied or used for educational, recreational, religious, or other nonprofit public purposes to the extent permitted by applicable zoning regulations, no lot will be occupied or used for other than one single-family residence for each lot.

B. The structure or associated structures comprising a single-family residence will consist of a detached dwelling designed to accommodate a single person or one family group together with household servant or servants of not more than two and one-half stories in height and not less than 1,500 square feet of living space with an enclosed private garage with maximum three car capacity, and with or without attached breezeways and other outbuildings, including separate servant quarters, appropriate, convenient, or necessary for residential purposes. Living space shall not include open porches, carports, and garages.

C. After commencement thereof, all proposed construction on any lot will be diligently as practicable, prosecuted to completion as soon as possible, and no construction will be maintained on any lot in uncompleted or unfinished condition for more than eighteen months.

D. No exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse will be maintained above ground level on any lot; and no barn, shack, tent, trailer, or other movable or temporary structure will be maintained on any lot other than for temporary use or uses appropriate, convenient, or necessary for residential purposes for not more than seven days within any calendar year or for use or uses connected and coterminous with approved or permitted construction.

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E. No driveway will be constructed or maintained on any lot and connected to or with an adjoining public street through its curb other than by a curb cut effected with a clean-cutting cement saw leaving a smooth and unpatched curb cut and by a construction design leaving a smooth and unpatched union along a line or lines outside the path of water flow along said curb and surfaced, from the line of any intersected public sidewalk nearest such lot to such union, only with concrete of quality similar to that used for such sidewalk and street and otherwise surfaced with asphalt, brick, concrete, laid stone, or other construction material so as to avoid and prevent erosion of or water damage to such curb, curb cut, sidewalk, or street; and no such driveway shall be so constructed or maintained and connected across or over an adjoining public sidewalk other than by some method leaving a smooth and unpatched intersection so as to avoid and prevent erosion of, water damage to, cracks in, or similar damage to such sidewalk.

F. No grass, weeds, or other vegetation will be grown or otherwise permitted to commence or continue and no dangerous, diseased, or otherwise objectionable shrubs or trees will be maintained on any lot so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance.

G. No basketball hoop, slide, swing, or other play or recreational equipment will be installed or maintained on any lot, other than in a location out of public view or more than twenty feet to the rear of the front line of a single-family residence, and no garden implements, lawn mower, or other maintenance equipment not in actual use will be kept or otherwise maintained on any lot, other than in a location out of public view.

H. With respect to all lots except lots 1, 33, 34, 35 and 39 no advertising sign or other poster other than a sign of an area of not more than four square feet advertising such lot for sale or a sign or signs belonging to Declarant as owner of such lot will be maintained on any lot.

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I. No boat, camper, trailer, or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven days within any calendar year; and no automobile, motorcycle, truck, or other vehicle be repaired, torn down, or stored on any lot, other than in an enclosed structure.

J. No birds, livestock, poultry, or animals other than domesticated noncommercial pets will be bred, kept, or otherwise maintained on any lot.

K. No commercial enterprise or gainful public business, occupation, or profession, no public annoyance or nuisance, and no noxious or offensive activity will be carried on, conducted, or otherwise permitted to commence or continue on any lot; provided however, commercial enterprise or gainful public business, occupation and profession may be carried on upon Lots 1, 33, 34, 35 and 39.

L. Fences shall not be constructed on the street side of any lot.

EASEMENTS

A. The involved property is and will be perpetually, unless any part thereof is terminated, subject to all and each of the following easements for landscape purposes, utility conduits, connections, maintenance, and services, hereafter called "easements". Each of Mountain Bell, Pacific Power and Light Company, Sweetwater Television Company, Mountain Fuel Supply Company and their respective assigns and successors will have an easement, together with rights of egress, ingress, and other access thereto for purposes of constructing, installing, maintaining, operating, renewing, or repairing their respective telephone and electric conduits, lines or other facilities in, over, under, and upon a strip or strips abutting the rear boundary line of each lot and abutting the side boundary lines of each lot, of ten feet in width and, further, after installation of any such facility for additional purposes of confining each such strip to its then present

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grade elevation and prohibiting use thereof for any building, tree, wall, or other structure or any other use inconsistent with the function of such facility; but the easement for any such strip in each lot will terminate if no such facility is installed therein on or before December 31, 1980, or will terminate any time thereafter if all such facilities installed therein are completely removed without replacement of any thereof within sixty days after such removal.

IN WITNESS WHEREOF, the undersigned being the owner of all said real estate in Upland Addition, has caused these presents to be duly executed this 31st day of July, 1977.

Witness:

[Signature]

UPLAND INDUSTRIES CORPORATION

[Signature]

Vice President

Attest:

[Signature] (Seal)
Assistant Secretary

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STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 31st day of July, 19 74,
before me, a Notary Public in and for said County in the
State aforesaid, personally appeared J. G. Black,
to me personally known, and to me personally known to be
Vice President of UPLAND INDUSTRIES CORPORATION,
and to be the same person whose name is subscribed to the
foregoing instrument, and who, being by me duly sworn, did
say that he is Vice President of UPLAND INDUSTRIES
CORPORATION; that the seal affixed to said instrument
is the corporate seal of said corporation; and that said
instrument was signed and sealed on behalf of said corpora-
tion by authority of its board of directors; and the said
J. G. Black acknowledged said instrument to be
his free and voluntary act and deed, and the free and
voluntary act and deed of said corporation, by it voluntarily
executed, for the uses specified therein.

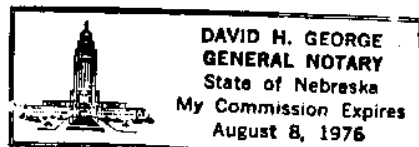
IN WITNESS WHEREOF, I have hereunto set my hand and
official seal the day and year last above written.

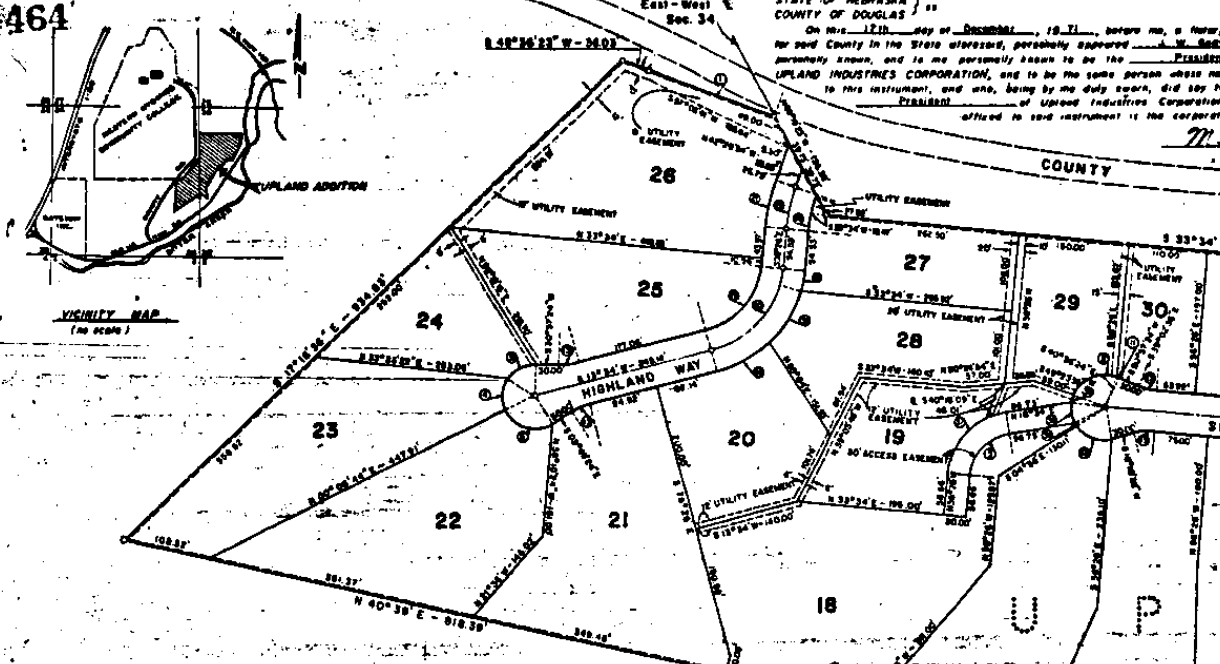
My commission expires August 8, 1976.

David H. George
Notary Public

Residing at

(SEAL)





STATE OF NEBRASKA)
 COUNTY OF DOUGLAS)
 On this 12th day of December, 1921, before me, a Notary Public for said County in the State aforesaid, personally appeared _____, known to me personally to be the _____ of UPLAND INDUSTRIES CORPORATION, and to be the same person who has subscribed to this instrument, and who, being by me duly sworn, did say that the contents of said instrument are true and correct, and that he executed the same for the purposes and consideration therein expressed. My commission expires _____.

KNOW ALL MEN BY THESE PRESENTS: That UPLAND INDUSTRIES CORPORATION, a corporation of the State of Utah, does hereby certify that the foregoing plat of the UPLAND ADDITION, a subdivision of the City of Rock Springs, Sweetwater County, Wyoming, located in the SE 1/4 NE 1/4 and the E 1/2 SE 1/4 of Section 34, and the NW 1/4 SW 1/4 and the NW 1/4 of Section 35, Reserve Township 19 North, Range 105 West of the Sixth Principal Meridian, Sweetwater County, Wyoming, and is more particularly described as follows:

Beginning at a point on the east line of said Section 34, from which the northeast corner thereof bears North 0°18'01" East a distance of 830.08 feet, said point also being on the east line of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to Western Wyoming Community College District by Warranty Deed dated July 19, 1927, U.P.R.R. Co. L. S. D. A. No. 6356;

thence South 0°18'01" West, along said east line of said section and also along said west line of said deeded parcel, a distance of 805.76 feet;

thence South 33°34' West, along the southeasterly line of said deeded parcel, a distance of 1,180.50 feet to a point on the east-west center line of said Section 34, said point also being the southeast corner of said deeded parcel conveyed by Warranty Deed dated July 19, 1927;

thence North 89°18'25" West, along said east-west center line and along the south line of said deeded parcel, a distance of 156.38 feet to the point of intersection with the easterly line of that certain parcel of land upon which a roadway easement was granted by Union Pacific Railroad Company to County of Sweetwater, State of Wyoming by Deed dated July 19, 1927, U.P.R.R. Co. D. A. No. 3474, said point also being the beginning of a horseshoe curve, center northwesterly, the radius of which bears North 44°02'08" West a distance of 5,869.71 feet;

thence along said westerly right-of-way and along said curve, an arc distance of 178.43 feet;

thence South 48°36'23" West, continuing along said right-of-way line and tangent to said curve, a distance of 56.03 feet;

thence South 17°18'38" East, a distance of 934.83 feet to a point that is 2000 feet distant northwesterly measured at right angles to the westerly line of that certain parcel of land heretofore conveyed by the Union Pacific Coal Company to Joe Giovanni by Warranty Deed dated May 19, 1929, T.U.P.C. Co. Deed No. 1771;

thence North 40°39' East along a line parallel with and 2000 feet distant northwesterly measured at right angle, from said northwesterly line of said deeded parcel, a distance of 818.39 feet;

thence South 48°33'47" East a distance of 2000 feet to the westerly corner of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to Miss Levas Jr. at us by Warranty

Deed dated March 18, 1928, U.P.R.R. Co. D. A. No. 4121, C. O. No. 43634-1;

thence North 0°02'20" East, along the westerly line of said deeded parcel, a distance of 224.63 feet to the most northerly corner thereof;

thence South 82°21'30" East, along the northerly side of said deeded parcel, a distance of 342.53 feet to a point on a southerly line of Hillside Addition, as platted and recorded;

thence along the westerly boundary of said Hillside Addition the following bearings and distances:
 North 15°58' West a distance of 177.05 feet
 North 33°41' East a distance of 171.45 feet
 North 1°15' West a distance of 42.29 feet
 North 30°33' East a distance of 549.48 feet
 North 55°18'30" East a distance of 119.28 feet
 North 30°31'30" East a distance of 62.00 feet
 South 63°04'30" East a distance of 25.30 feet
 North 28°00' East a distance of 153.63 feet
 North 28°33' East a distance of 200.81 feet
 North 18°19' East a distance of 308.71 feet

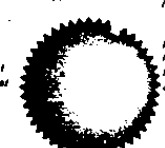
thence South 88°45' East, continuing along said boundary of said Hillside Addition, a distance of 6.46 feet to the southwest corner of that certain parcel of land heretofore conveyed by The Union Pacific Coal Company to the School District No. 4 of Sweetwater County by Warranty Deed dated October 17, 1921, T.U.P.C. Co. Deed No. 471;

thence North 1°17' East, along the west line of said deeded parcel, a distance of 2700 feet;

thence North 0°33' West, continuing along said west line, a distance of 3210 feet to a point in the south line of that certain parcel of land heretofore conveyed by The Union Pacific Coal Company to Jessica Langston by Warranty Deed dated May 9, 1922, T.U.P.C. Co. Deed No. 1846;

thence along said south line and its westerly prolongation, South 89°52'41" West, a distance of 1,327.37 feet (being also recorded as West, a distance of 1,327.09 feet) to the Point of Beginning.

Said tract contains an area of 6812 acres, more or less



That the said subdivision as it is and in accord with the desires of Upland Industries Corporation is the correct plat of said subdivision correctly shown by figures thereon and are correctly shown thereon.

That UPLAND INDUSTRIES CORPORATION does hereby certify that the public use all streets within the to the exceptions and reservations from Union Pacific Land Resources of Union Pacific Land Resources.

This dedication is made SUBJECT TO THE RIGHTS OF THE STATE OF WYOMING.

IN WITNESS WHEREOF UPLAND INDUSTRIES CORPORATION, by its duly authorized officer, has caused this plat to be signed and sealed this 12th day of December, 1921.

Attest: _____
 Assistant Secretary

I, Charles A. Johnson, Notary Public for said County, do hereby certify that this plat was prepared and compiled from records and that this plat accurately represents the same.

 Notary Public

LS Registration

* Remainder of page unavailable - not attached