

AMENDED
PROTECTIVE COVENANTS. CONDITIONS
AND
RESTRICTIONS FOR Washam CREEK SUBDIVISION

WHEREAS Edward Harbertson is the sole owner of Washam Creek Subdivision, a duly platted subdivision located in Sweetwater County, Wyoming, the perimeter boundaries of which are described in Exhibit "A" attached hereto and by this reference made a part hereof; and .

WHEREAS Edward Harbertson (hereafter "Declarant") desires to place certain Covenants and restrictions on said subdivision for the benefit and protection of the Declarant as well as those purchasing lots in Washam Creek Subdivision; and

WHEREAS the Declarant intends that this instrument shall define the covenants and restrictions on Washam Creek Subdivision and, after recording in the office of the Sweetwater County, Wyoming, Clerk and Ex-Officio Register of Deeds, this instrument shall provide record notice of said covenants and restrictions to all subsequent purchasers of lots within the Washam Creek Subdivision.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that all lots in The Washam Creek Subdivision acquired after the date of recording of these Protective Covenants, Conditions and Restrictions for Washam Creek Subdivision are subject to the following covenants, restrictions and conditions:

I. DECLARATION

Declarant hereby declares that all lots in the Washam Creek Subdivision acquired

After the date of recording of these Protective Covenants, Conditions and Restrictions for Washam Creek Subdivision shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the protective covenants, conditions restrictions and easements hereafter set forth. These covenants shall run with the property and bind all parties acquiring any legal or equitable interest in the property; and shall inure to the benefit of every owner of any part of the property.

II. DEFINITIONS

The following terms and phrases used in these Covenants shall be defined as follows:

- A. Covenants, Conditions shall mean these Protective Covenants, Conditions and Restrictions for Washam Creek Subdivision.
- B. Declarant shall mean Edward Harbertson.

- C. Developer. Developer shall mean Edward Harbertson or successors or assigns to whom Edward Harbertson transfers or conveys lots in the property for the specific purpose of resale.
- D. Front Portion. Front Portion shall mean that portion of a lot in Washam Creek Subdivision between the front of a house and the adjoining road.
- E. Lot. Lot shall mean a discreet, numbered, subdivided parcel of property as depicted on the Final Plat of the Washam Creek Subdivision, as recorded in the office of the County Clerk of Sweetwater County, Wyoming.
- F. Owner. Owner shall mean the record owner of a lot, and does not include those having an interest in any lot as security for the performance of an obligation.
- G. Property. Property shall mean the real property described in the Final Plat of the Washam Creek Subdivision as recorded in the office of the County Clerk of Sweetwater County, Wyoming.

III. LAND USE AND BUILDING TYPE

Only new construction or alteration of existing construction shall be permitted. Except as specifically provided to the contrary herein, the property shall be used for residential purposes only. No building shall be erected, altered, placad or permitted to remain on the property other than one single family dwelling with attached garage not to exceed 1,500 square feet in area, an additional private garage which may be separate from the dwelling, an additional out building not to exceed a height of 25 feet. All construction shall be compatible with existing structures within the subdivision. No modular or manufactured housing is permitted unless permanently attached to cement or other acceptable foundation. In addition, the following restrictions are applicable:

1. No galvanized metal roofs shall be allowed on any buildings.
2. All homes must have a minimum of one thousand seven hundred fifty (1750) square feet of living space on the ground floor, exclusive of attached garage and porches.
3. No buildings shall be erected contrary to applicable Sweetwater County, Wyoming building and zoning regulations. Without limiting the generality of the foregoing, no buildings shall be erected on sloped ground in contravention of any applicable Sweetwater County, Wyoming building or zoning restrictions.
4. The immediate area around the dwelling on any lot in the subdivision shall be landscaped within one year of construction of the dwelling.
5. If any lots in Washam Creek Subdivision are further subdivided, all covenants, conditions and restrictions established by these Protective Covenants, Conditions and Restrictions for Washam Creek Subdivision shall be applicable to the lots into which existing lots are subdivided. Further, no existing lots in Washam Creek Subdivision shall be subdivided.

IV. PROHIBITED STRUCTURES AND CONSTRUCTION MATERIALS

1. No trailer home, mobile home, camper, skid structure, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used in the area as a place of residence or habitation, either temporarily or permanently, except as the same may be customarily employed by contractors for and during the construction of improvements thereon. No house trailer, camper trailer, skid structure, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any property. The term "trailer home" or "mobile home" as used herein shall mean any building or structure with wheels anchor axles; and any vehicle used or constructed so as to permit its being used for transport upon the public streets or highways and constructed in a manner as to permit occupancy thereof as a dwelling or sleeping place for one or more persons/ and shall also mean any such building, structure or vehicle, whether or not wheels and/or axles have been removed, after such building, structure or vehicle has been placed either temporarily or permanently upon a foundation.
2. No structures, including fences and corals, shall be constructed in Washam Creek Subdivision using railroad ties or timber slabs. The exterior of all wooden structures, shall be painted, stained or otherwise coated.

V. SIGNS AND LIGHTS

Except with the written consent of the Developer as to dimensions or purpose, no signs or exterior lights of any character shall be placed or maintained on any lot except:

1. A sign identifying the owner or occupant thereof, no dimension of which exceeds three (3) feet. Said signs shall not be illuminated unless affixed to the exterior of the main dwelling.
2. Any light used to illuminate parking areas, grounds, building exteriors or used for any other purpose shall be so arranged as to direct the light away from any adjacent or nearby properties and away from the vision of passing motorists.
3. Christmas lights and ornaments will be permitted during the holiday season.

VI. UTILITY SERVICES

Availability of water and electricity is as noted on the Final Plat of Washam Creek Subdivision. All utility service lines and other service lines (such as cable television) shall be underground or located inside the boundaries of buildings. Lot owners are responsible for bringing utilities from lot boundaries to points of consumption within the lots.

VII. UTILITY EASEMENTS

Easements for installation and maintenance of utilities are reserved and are shown on the Final Plat of Washam Creek Subdivision. No structure shall be placed or permitted to remain within the limits of the easement which may endanger or interfere with the installation and maintenance of utilities. Landscaping of the easement area shall be maintained by the owner of the property.

VIII. SEWER AND SEPTIC SYSTEMS

Lot owners shall obtain septic permits from Sweetwater County Health.

IX. PROHIBITED ACTIVITIES

No business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature that will generate any additional street traffic in Washam Creek Subdivision, whether or not conducted for profit, shall be operated, maintained or conducted on or in any property in Washam Creek Subdivision. Further, no dwelling or any part thereof may be used as a boarding or rooming house; provided, however, that the main dwelling on any lot within Washam Creek Subdivision may be leased by the owner for use as a single family dwelling.

X. ENFORCEMENT OF COVENANTS

The Washam Creek Subdivision will not have an architectural or homeowner control committee. Instead, any homeowner or homeowners within the addition may through legal process enjoin construction of and/or require removal of improvements which do not comply with the provisions of this declaration. If suit is filed to enforce a provision or provisions of the declaration then the party(s) against whom this declaration is being enforced shall be liable for and shall pay the attorney fees and court costs of the enforcing party(s).



ALL PERSONS WHO SIGN THIS DECLARATION AND ALL PERSONS WHO MAY HEREAFTER PURCHASE PROPERTY WITHIN THE WASHAM CREEK SUBDIVISION ARE SPECIFICALLY ADVISED OF THE FOLLOWING:

- If you attempt to erect an improvement which does not comply with the provisions of this declaration, this Paragraph X provides that a Court may issue an order forcing you to stop and forcing you to remove that which has been constructed.
- If you erect an improvement which does not comply with provisions of this declaration, this Paragraph X provides that a Court may require you to tear it down. You will therefore lose the cost of construction, as well as incur the cost of removal.
- If a lawsuit is required to enforce the provisions of this declaration against you, this Paragraph X provides that a Court may require you to pay not only your own attorney fees to defend, but also the attorney fees of the party(s) enforcing the provisions of this declaration, and costs of suit. VIOLATION OF ANY PROVISION OF THIS DECLARATION WILL BE VERY EXPENSIVE FOR THE PARTY(S) VIOLATING.

In the event any property owner is uncertain whether construction of an improvement would violate the provisions of this declaration, the property owner is encouraged to speak to other homeowners in the addition. Consent in writing of a majority of homeowners (at the time consent is sought) to proposed construction of an improvement shall be conclusive proof that the proposed construction complies with the provisions of this declaration. For purposes of determining a majority of homeowners the following rules apply:

- a. Each lot on which a house has been constructed, and a certificate of occupancy issued, shall have one (1) vote; and
- b. Any person having a recorded ownership interest in the home (exclusive of mortgages and other parties with security interests) is authorized to vote the lot, regardless of whether there are other co-owners.

The above provisions shall not be construed as limiting the manners and methods through which the provisions of this declaration may be enforced. In addition to the enforcement options provided above, enforcement of this declaration may be by limited proceedings for recovery of damages, against any person violating or attempting to violate any of the provisions hereof. As provided above, in any suit to enforce a provision or provisions of this declaration, the party against whom this declaration is being enforced shall be liable for and shall pay the attorney fees and court costs of the enforcing party.

XI. LEGAL PROVISIONS

A. Non-waiver. No delay on the part of the Declarant or any other person in the exercise of any right, power, or remedy contained herein shall be construed as a waive thereof or acquiescence therein.

- B. Modification. These restrictions may be modified or amended by a majority of lot owners of Washam Creek Subdivision. In any vote by lot owners, each lot shall be entitled to one vote and one vote only.
- C. Severable. These restrictions shall be severable and if any be held Unenforceable by any court of competent jurisdiction, all remaining Restrictions and covenants herein set forth shall remain in full force and effect.
- D. Limited Liability. Neither the Declarant, nor any officer, agent nor employee of Declarant, shall be liable to any owner or other person for any action or for failure to act with respect to any matter herein. The Declarant shall release, hold harmless, defend and indemnify every present and former limited liability member against all liabilities incurred as a result of holding such office, to the full extent permitted by law.
- E. Assignment of Declarant's Interest. Any and all of the right, title, interest and estate given to or reserved by the Declarant herein or on the Plat of Washam Creek Subdivision may be transferred or assigned to any person, firm or corporation by appropriate instrument in writing duly executed by the Declarant and recorded in the office of the County Clerk of Sweetwater County, Wyoming, and wherever the Declarant is hereby referred to, such reference shall be deemed to include its successors and assigns.

EDWARD HARBERTSON, DOES HEREBY CERTIFY THAT THE FOREGOING DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINS ALL COVENANTS, CONDITIONS AND RESTRICTIONS CURRENTLY IN FORCE AND EFFECT WITH RESPECT TO WASHAM CREEK SUBDIVISION.

IN WITNESS WHEREOF, I have hereunto set my hand THIS 25 day of

July, 2014

Edward Harbertson

By: 
Edward Harbertson, Owner

The State of Wyoming)

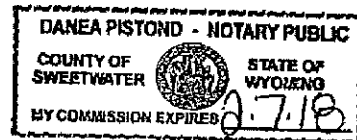
: ss.

County of Sweetwater)

On this, the 25 day of July, 2014, before me a notary public, the undersigned person, personally appeared Edward Harbertson known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

Witness my hand and official seal.


Notary Public



My Commission Expires

February 7, 2018

Water Services: Water service to the subdivision lots will be supplied and maintained by Manila City, Utah.

Sewer Service: At this time there is no public sewer service. The lot will require septic tanks systems, as is currently required for Cedar Cliff Estate and all adjoining properties.

The subdivision will not have any private roads to maintain. Entry to each lot will be from the existing Manila City public road which is maintained by Manila City and Daggett County, Utah.

There will be no public land or roads within the subdivision.

The project will be done in one phase.

Property adjoining to the east is zoned R-1.

Property adjoining to the west is zoned R-2.

The current use of property adjoining both east and west is residential.

The property south of state line road which adjoins the subdivision to the south and is Manila, UT city road is owned by David G. & Jeannene R. Johnson Trust. (See schedule of adjacent property owners.) This property is not subdivided.

Culinary water line is 8 inches in diameter and runs 1500 gallons per minute and is located on the south side of State Line Road.

The maintenance of the water line and fire hydrant for fire protection will be maintained by Manila City, Utah.

LOTS 1-5 AMENDED

WASHAM CREEK SUBDIVISION IS LOCATED IN THE SW QUARTER OF SECTION 21 AND THE NW QUARTER OF SECTION 28, TOWNSHIP 12 NORTH, RANGE 109 WEST, SWEETWATER COUNTY, WYOMING, AND IS PARTICULARLY DESCRIBED AS FOLLOWS: PART OF THE SW QUARTER OF SECTION 21 AND PART OF SECTION 28, T.12N., R.109W., 6TH P.M., SWEETWATER COUNTY, WYOMING. DESCRIBED AS FOLLOWS: BEGINNING AT A REBAR+CAP ON THE SOUTH SECTION LINE OF SECTION 21 MARKED PLS 470, SAID POINT BEING N89°46'55"W 1316.87 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 21; THENCE S00°02'36"W 254.26 FEET TO THE WYOMING/UTAH STATE LINE; THENCE ALONG SAID STATE LINE S89°33'56"W 660.32 FEET; THENCE N00°10'08"E 261.78 FEET TO A REBAR+CAP ON THE SECTION LINE MARKED PLS 578; THENCE N00°10'08"E 1321.53 FEET TO A REBAR AND CAP PLACED ON A PILE OF STONES; THENCE S89°47'31"E 656.83 FEET TO A REBAR AND CAP PLACED ON A PILE OF STONES; THENCE S00°02'36"W 1321.66 FEET TO THE POINT OF BEGINNING. CONTAINING 23.881 ACRES.