

DECLARATION OF BUILDING AND USE RESTRICTIONS

1170

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned being the owner of WHITE MOUNTAIN ESTATES, located in the City of Rock Springs, Sweetwater County, State of Wyoming, and described as follows:

A parcel of land located in the Northeast quarter of Section 33; Township 19 North, Range 105 West, 6th Principal Meridian, Rock Springs, Sweetwater County, Wyoming and being more particularly described as follows:

Beginning at a point on the East line of said Section 33, said point being South 0°06'58" West 848.00 feet from the Northeast corner of said Section 33 and running thence North 87°35'49" West 50.00 feet; thence South 0°06'58" West 2.00 feet; thence North 89°53'02" West 300.00 feet; thence North 0°06'58" East 13.98 feet; thence North 87°35'49" West 157.76 feet; thence North 0°06'58" East 275.49 feet to a point on the South line of Parcel No. 1 as shown on a plat of "The Village at White Mountain, Part 1" as recorded in the office of the Sweetwater County Clerk, Green River, Wyoming; thence North 87°35'49" West 686.23 feet along said South line; Thence South 5°00' East 451.75 feet; thence South 77°58'39" West 368.90 feet along a radial line to a point on a 940.00 foot radius curve to the left; thence 370.53 feet along the arc of said curve to a point of tangency; thence South 34°36'27" East 625.55 feet to the Northerly line of Foothill Boulevard; thence North 54°20'18" East 80.00 feet along said Northerly line; thence North 34°36'27" West 182.08 feet; thence North 55°23'33" East 256.00 feet; thence North 64°37'58" East 378.68 feet; thence North 47°44'07" East 593.17 feet; thence South 83°30' East 59.71 feet to the East line of said Section 33; thence North 0°06'58" East 157.93 feet to the point of beginning. Contains 23.19 acres, more or less.

REGISTERED AUG 29 1978 AT ROCK SPRING WYO.
 GREEN RIVER, WYO.
 MAIL 11-13
 ALBERT G. YESS, COUNTY CLERK
 771094

do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions and restrictions:

1. Lots 1 through 93 shall be known as "residential lots". No structure shall be erected, altered, placed or permitted to remain on any "residential lot" other than one detached single family dwelling, a private garage, and out buildings for pets as hereinafter described.

No residential structure, or any part thereof, shall be erected, altered, placed or permitted to remain on any parcel of land containing less than an entire residential lot and will be used for residential purposes only.

No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot plans showing the location of such building have been approved as to conformity and harmony of external design with existing structures in the development as to location of the building with respect to topography and finished ground elevation by an architectural committee composed of CLIFFORD K. GERTSCH and JAMES A. MENDENHALL and other members selected by them or by their representatives designated by the members of said committee. In the event of death or

or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event all the members of said committee die, or in the event the committee ceases to function, then fifty six percent (56%) of the owners of the lots in said subdivision shall have the right to elect a committee. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location thirty (30) days after said plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. This committee shall have the right to vary the requirements as set forth in Section 2, but said variance shall not be valid unless obtained in writing.

2. Every detached single family dwelling, exclusive of garages and open porches, erected on any one of the above described residential lots shall have a minimum area above the ground of 800 square feet for a single level residence.

No structure shall be erected in this Subdivision without gutters, downspouts, and splash blocks becoming a basic part of carry the roof water away from the structure.

3. The minimum side yard for any dwelling shall be six (6) feet and the total width of the two required side yards shall not be less than twelve (12) feet. Front setbacks shall be a minimum of twenty (20) feet, except for corner lots which shall be set back fifteen (15) feet on one side and twenty (20) feet on the other side. Minimum rear setbacks shall be twenty (20) feet.

4. No residential structure shall be erected or placed on any building site which has an area of less than 5,000 feet.

5. No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No trailer, tent, shack, garage, barn or other outbuilding erected on a building site covered by these Covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

7. Easements are reserved as shown on the recorded plat for utility installation, pipelines, ditches and maintenance. Nothing in this paragraph contained shall be interpreted as prohibiting construction of walks, driveways, porches, etc. over such easement, subject to the rights of these with easements to make necessary repairs and conduct necessary maintenance along such easements.

8. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

9. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line of each lot without approval as hereinafter set forth.

No fence, wall, or hedge over six (6) feet on the side lot line and eight (8) feet on the back lot line shall be erected or grown at any place on said premises; provided, however, that the restrictions set forth in this section may be waived or nullified by the owners of more than a majority of the numbered lots within this subdivision obtained in writing.

10. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales period.

11. No automotive repair activity shall be carried on in the parking area or street in front of a building site, and A-Frames, winches, etc., shall not be displayed for removal of engines. No vehicle shall be parked in the street in an unused condition for more than twenty-four (24) hours, nor parked within the front yard set back area for more than a seventy-two (72) hour maximum time period.

12. No lot shall be used or maintained as a dumping ground. All rubbish, trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2004, at which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the building sites covered by these Covenants, it is agreed to change said Covenants in whole or in part.

If the parties hereto, any of them or their heirs, or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning real property situated in said tract to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such Covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these Covenants or any part thereof by judgments or court orders shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED this 15th day of August 1977.

GERFSCH-MENDENHALL, INC.

By: [Signature]
Title: President

ATTEST:

By: [Signature]
Title: Secretary

THE STATE OF WYOMING,)
County of Laramie) ss.

On this 15th day of August, 1977, before me personally appeared J. A. MENDENHALL to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of GERFSCH-MENDENHALL, INC. and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors and said J. A. MENDENHALL acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires on the 22nd day of DECEMBER, A. D. 1980.

Given under my hand and notarial seal this 15th day of AUGUST, A. D. 1977.

[Signature]
Notary Public