

PROTECTIVE COVENANTS

PART A PREAMBLE

On this 11 day of August, 1978, Tullis Lund Company, the owner of the following described real property in Carbon County, Wyoming, hereby makes the following declarations as to limitations, restrictions and uses to which said property or any portion thereof may be put, and hereby specifies that such declaration shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, this declaration of restrictions being designed for the purpose of insuring the use of the property for attractive purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his property with no greater restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be permitted.

PART B AREA OF APPLICATION

The protective covenants hereinafter described in Part C in their entirety shall apply to the following real property situate in Carbon County, Wyoming, to-wit:

Mountain View Estates No. 3 platted over a portion of Section 5, Township 17 North, Range 83 West of the 6th P.M., Carbon County, Wyoming.

PART C PROTECTIVE COVENANTS

NATURE AND DURATION

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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then record owners of a majority of the land area covered hereby has been recorded agreeing to change said covenants in whole or in part.

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 violation or to recover damages.

SEVERABILITY

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

NON-ENFORCEMENT

Failure by the present owner or any land owner of the property described herein to enforce any restrictions, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

NUISANCES

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

LAND USE

Land use shall be restricted to single family dwellings, earthtone in color, containing a living space area (excluding eves, steps, porches and garages) of not less than 1,400 square feet. No trailer houses shall be permitted. No flat-top houses shall be permitted. The minimum roof pitch for all buildings shall be 3/12. No modular homes shall be constructed except after permission first had and obtained from all adjoining homeowners. Arbitrary and capricious refusal to permit a modular home shall not be grounds for any legal action or enforcement for construction of a modular home. All utilities shall be underground. Any out-buildings shall be of the same style and architecture as the main dwelling. Buildings and dwellings must be located at least 30 feet from the property line.

TEMPORARY STRUCTURES

No structure of a temporary character, housetrailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. This covenant shall not be construed to preclude the placing on any lot of a camp trailer to be used for recreational purposes.

SUBDIVISION

The property shall not be divided and/or subdivided into tracts smaller than 10 acres, more or less, nor sold or used except for residential purposes.

SIGNS

No sign of any kind shall be displayed for public view on the property except one small sign not to exceed 24 inches by 24 inches advertising the property for sale.

OIL AND MINING OPERATIONS

No oil drilling, oil development or 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, retained or permitted upon any lot.

GARBAGE OR REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

TULLIS LAND COMPANY

BY: C. W. McIlvaine
C. W. McIlvaine, President

ATTEST



