

PROTECTIVE COVENANTS

The undersigned certify that they are the owners of the real property described in Clause 1 of these covenants and are desirous of subjecting the property described in said clause to the restrictions, covenants and charges hereinafter set forth, each and all of which is and are for the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in title interest to each and every parcel of property described in said clause.

NOW, THEREFORE, the undersigned owners of all the real property described in Clause 1 hereof declare that said property shall, from and after date hereof, be held, transferred, sold and conveyed subject to the restrictions, covenants and charges hereinafter set forth:

DEFINITION

Building Site shall mean any lot or portion thereof, or any plot containing two or more contiguous lots, or parts of two or more contiguous lots in Painted Hills Addition to the City of Rawlins, Carbon County, Wyoming, under a single ownership and upon which a dwelling may be erected in conformance with the requirements of these covenants.

CLAUSE 1

PROPERTY SUBJECT TO THESE COVENANTS

The real property which is and shall, from and after date hereof, be held, conveyed, sold and transferred subject to the restrictions, covenants and charges herein is located in Carbon County, Wyoming, and is more particularly described as follows. to-wit:

Lots 1 through 30, both inclusive, in Block 1,
of Painted Hills Addition to the City of Rawlins,
Carbon County, Wyoming

No property other than that described above shall be deemed subject to these protective covenants, unless and until specifically made subject thereto.

The declarants may, from time to time, subject additional



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).

property to the restrictions, covenants and charges herein set forth by appropriate reference hereto.

GENERAL PURPOSES OF COVENANTS

The real property described in Clause 1 hereof is subjected to the covenants, restrictions and charges herein contained to insure the best use and the most appropriate development and improvement of each building site, to protect the owners of building sites against each improper use of surrounding building sites as would depreciate the value of their property, to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate location thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to adequately provide for a high type of quality of improvements upon said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

LAND USE AND BUILDING TYPE

All building sites comprising any of the above described property shall be known and described as residential building sites, and no building site shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars.

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 topography and finish grade

elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. Any hedge placed on any lot nearer to any street than the minimum building setback line shall be maintained at a height of not more than two (2) feet.

DWELLING COST, QUALITY AND SIZE

No dwelling shall be erected on any lot at a cost of less than \$90,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwelling 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 site. The ground floor area of any main structure, exclusive of a one-story open porch, basement and garage, shall be not less than 1600 square feet for a one-story dwelling, nor less than 1200 square feet for a dwelling of more than one story. All basements and/or foundations shall be of poured concrete and no blocks of any type shall be used for such purpose. No home shall be built with less than a two-car nor more than a three-car garage.

SINGLE STORY STRUCTURES

In an effort to preserve and assure the scenic view of all lots homes or structures constructed upon Lots 1, 2, 3, 4, 5, 6, 7, 11 and 12, shall be single story only. The total height for such structures shall not exceed 20 feet.

BUILDING LOCATION

No building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building or house; provided, however, that this shall not be construed to permit any portion of a building on a building

site to encroach on another such site.

LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 90 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet.

SIGNS

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

OIL AND MINING OPERATION

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot or building site, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any lot or building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or building site.

LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or building site, except that not more than 3 dogs, cats or other household pets per homeowner may be kept thereon provided they are not kept, bred or maintained for any commercial purpose.

GARBAGE AND REFUSE DISPOSAL

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

WATER SUPPLY

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped

in accordance with the requirements, standards and recommendations of the City of Rawlins. Approval of any such system as installed shall be obtained from such authority.

SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot.

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.

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. Any trailer or boat stored on the property shall be kept at the rear of each home so as to be out of site from the main streets.

EASEMENTS

An easement has been and is hereby created, established and reserved as shown upon said plat for the construction, maintenance, repair and replacement of any and all lines, wires and poles necessary to serve all users in said Addition with all utilities. No hedge or fence shall be placed on any of said easements.

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10

feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARCHITECTURAL CONTROL COMMITTEE

The architectural control committee is composed of Joseph R. Zwierzycki, J.A. Zwierzycki, and M. C. Rogers all of Rawlins, Wyoming. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor in writing. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to these covenants. At any time, the then record owners of a majority of the lots hereinabove described 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.

PROCEDURE

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

GENERAL PROVISIONS

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 twenty-five 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.

