STATE OF WYOMING)
) ss.
COUNTY OF UINTA)

Entry No. 5431 Book 436
Recorded 3/4/83 at 3:51 p.m Page 136
Fee JOYCE HOLMES, UINTA COUNTY CLERK
$ 10.00 By [signature]
Indexed ✓ Abstract ____ Recorded ✓

DECLARATION OF RESTRICTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
WEST YELLOW CREEK SUBDIVISION
EVANSTON, UINTA COUNTY, WYOMING

R 5431

Part A. PREAMBLE

The YELLOW CREEK RANCH COMPANY, INC. ("Yellow Creek"), a Wyoming Corporation of 937 Main Street, Evanston, Wyoming, EXCEL EVANSTON ASSOCIATES, ("Excel"), a Utah General Partnership,, (hereinafter Yellow Creek and Excel shall be collectively referred to as "the Declarant") does, on this 3rd day of March, 1983, declare and state as follows:

WHEREAS, the Declarant executing this Declaration of Restrictive Covenants, Conditions and Restrictions, is the owner, in fee simple, of all of the property contained in that certain subdivision approved and located in the City of Evanston, Uinta County, Wyoming, which said subdivision ("the Subdivision") was filed as Plat 387923, in the office of the County Clerk and Ex-Officio Register of Deeds, Uinta County, Wyoming, at the hour of 1:46 o'clock P. M., on the 7th day of May, 1982, with description of said property ("the Subdivision Property") being fully described on said Plat.

THE DECLARANT, hereby makes the following declarations as to limitations, restrictions and uses to which the Subdivision Property and tracts included therein may be put, hereby specifying all parties and all persons claiming under them, and for the benefit of and limitation upon all future owners thereof, this Declaration of Restrictions being designated for the purpose of keeping and maintaining the use and development of the Subdivision Property desirable, uniform and suitable as herein specified, and

NOW, THEREFORE, the Declarant hereby declares that the Subdivision Property shall be held, transferred, sold, conveyed, used, improved, occupied and held subject to these covenants, restrictions, easements, charges and liens, as hereinafter set forth.

Part B. DESIGNATION OF LOTS

The Subdivision is described by a one page plat which was filed for record with the County Clerk and Ex-Officio Register

of Deeds in and for Uinta County, State of Wyoming, on the 7th day of May, 1982, as Reception No. 387923.

The recorded one page plat indicates that the Subdivision consists of one (1) lot. The residential area covenants described in Part C Below in their entirety, shall apply to all that lot and the further developed lots by future subdivision of the Subdivision.

Part C. RESIDENTIAL AREA COVENANTS

1. Land Use and Architectural Control. No lot in the Subdivision shall be used except for residential purposes, and only new construction or alteration of existing construction shall be permitted. No structure shall be erected on the Subdivision Property until the plans and specifications therefor have been submitted to and approved by Yellow Creek as to outward appearance and design, which approval shall not be unreasonably withheld; provided, however, that if Yellow Creek fails to approve or disapprove such plans and specifications in writing within ten (10) days after the same have been submitted, such approval shall not be required; and provided, further, that Yellow Creek shall grant approval of any such plans and specifications if the same reflect structures of comparable or better quality to those typifying the developments set forth below:

A. The median size and quality of the single family development located in the City of Evanston, County of Uinta, State of Wyoming, known as TWIN RIDGE 3.

B. The multi-family developments located at approximately 1000 East and 7200 South, otherwise known as the SPRINGS OF COUNTRY WOODS and THE ORCHARDS, located in the City of Salt Lake, County of Salt Lake, State of Utah.

2. Non-Liability of Yellow Creek. Neither Yellow Creek nor any representative(s) thereof, shall be liable to any owner or owners of Subdivision Property for any loss, damage or injury arising out of or in connection with the exercise by Yellow Creek of its approval function described above, unless the same is due to the unreasonable exercise of Yellow Creek's approval function or the willful misconduct or bad faith of Yellow Creek or its representative(s). Yellow Creek shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Part D. ENFORCEMENT:

1. Covenants to Run with Land. These covenants and restrictions are to run with the land and shall be binding on all owners of Subdivision Property and all persons claiming under them

until such time that the Subdivision Property is completely developed.

2. Remedies. If any owner of any Subdivision Property or his or her agents, heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any owner of Subdivision Property, Yellow Creek and Excel to pursue any remedy provided at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages or other costs for such violation, and to recover all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from such proceedings.

3. Severability. Invalidation of this Declaration or any part hereof by judgements or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

SIGNED this 3 day of March, 1983.

YELLOW CREEK RANCH COMPANY, INC.,
a Wyoming Corporation

By: Scott M. Hansen
President

ATTEST:

Michael L. Renfro

Title: Asst Sec.

YELLOW CREEK RANCH COMPANY CORPORATE SEAL 1981 WYOMING

EXCEL EVANSTON ASSOCIATES

W. Scott Kjar

by W. Scott Kjar its general partner

STATE OF Wyoming)
: ss.
COUNTY OF Uinta)

On this 3rd day of March, 1983, personally appeared before me Scott M. Hanson and Michael S Paxton who, being by me duly sworn, did say, each for himself, that they, the said Scott M. Hanson and Michael S Paxton, are the President and Assistant Sec., respectively, of YELLOW CREEK RANCH COMPANY, INC. and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors; and said Scott M. Hanson and Michael S Paxton duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Elaine Blakeslee Michaelis Notary Public
County of Uinta State of Wyoming
My Commission Expires: Mar. 22, 1984

My Commission Expires:

Elaine Blakeslee Michaelis
Notary Public
Residing at: Evanston, Wyo

STATE OF Wyoming)
: ss.
COUNTY OF Uinta)

On this 3rd day of March, 1983, personally appeared before me W. SCOTT KJAR, who, being by me first duly sworn, did acknowledge to me that he is a partner of EXCEL EVANSTON ASSOCIATES, a Utah general partnership, and that he executed the within and foregoing instrument on behalf of such partnership.

Elaine Blakeslee Michaelis
Notary Public
Residing at: Evanston, Wyo

My Commission Expires:

Elaine Blakeslee Michaelis Notary Public
County of Uinta State of Wyoming
My Commission Expires: Mar. 22, 1984

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