

## DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, said Robert L. Tarufelli, of Rock Springs, Sweetwater County is the owner of certain real property, described as follows, to wit:

All real property located within In the Hunter's Ridge Subdivision, Phase III, Lots One (1) through Eleven (11) to the City of Rock Springs, are laid down and described on the Plat there of in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, together with all appurtenances situate thereon pertaining thereto subject, however, to all exceptions, reservations and restrictions of records; and

WHEREAS, said Robert L. Tarufelli, as the owner of said real property located in the Hunter's Ridge Subdivision to the city of Rock Springs, desires to place protective covenants, reservations and restrictions on said property for the benefit of itself and future purchasers of said property; and

WHEREAS, the Plat of the said Hunter's Ridge Subdivision to the City of Rock Springs, Sweetwater County, Wyoming has been filed of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming;

NOW, THEREFORE, in consideration of the premises, it is hereby declared and provided that the following described protective covenants, reservations, and restrictions shall run with said lands, and any and all conveyances of said lands, and every part thereof, shall be subject to the following covenants, reservations and restrictions as herein set forth, to wit:

1. LAND USE AND BUILDING TYPE: No lot 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 and one-half stories in height, but in no event to exceed 35 feet in height, and a private garage for not more than three automobiles. And no less than a two car garage attached,

2. 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 shall have been approve by the Architecural Control Committee as to the quality of workmanship and materials, harmony of external design and existing structures, and to location with respect to topography and finish grade elevation. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Paragraph 16 hereof.

3. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$72,000.00 based upon cost levels prevailing on the date these covenants are filed of record, it being the intention and purpose of the covenant to assure that all dwellings 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 size. The ground floor gross area of the main structure, exclusive of open porches, basements, garages and other accessory structures, shall not be less than 1200 square feet for one-story dwellings, or 1250 square feet for tri-level dwellings and 1550 square feet for 2-story dwellings. The front exterior shall have a 25 percent combination of either brick, stucco, or cedar siding.

**4. LOT AREA AND WIDTH:** No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7500 square feet.

**5. BUILDING LOCATION:**

a. No building shall be located on any lot nearer than 20 feet to nor more than 35 feet from the front lot line. Provided, however, that no two adjacent houses shall have the same setback line.

b. No building shall be located nearer than 6 feet to any interior lot line. Interior lots shall have side yard depths of not less than 6 feet and a combined total of not less than 16 feet on any individual lot. Provided, however, that any building structure to be used only for accessory purposes may be located not less than 6 feet from the interior lot line.

c. Corner lots shall have yard depths of not less than 20 feet on the street sides. Provided, however, that the depth on any corner lot from yard not directly adjacent to the primary entrance to a main building may be reduced to 20 feet. Interior side yard depth requirements for corner lots shall be the same as specified above for the interior lots.

d. Rear yard depth on all lots shall be minimum of 20 feet. Provided, however, that any building structure to be used only for accessory purposes may be located not less than 6 feet from the rear lot line.

e. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

**6. COMPLIANCE WITH CITY ZONING ORDINANCE:** Any construction or use of the real property described in these covenants shall comply with the Zoning Ordinance of Rock Springs, Wyoming as passed, approved and adopted by the City Council of Rock Springs, Wyoming.

**7. EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, including, but not limited to, a 15 foot rear yard utility and drainage easement, a 5 foot side yard utility and drainage easement, and other special utility and drainage easements as indicated on the plat of said Hunter's Ridge Subdivision, to the City of Rock Springs. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in and upon it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

**8. 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.

**9. TEMPORARY STRUCTURES:** No structure 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. Temporary structures, including those used for construction purposes, may be erected and used for a period not exceed one year.

**10. PARKING RESTRICTIONS:**

a. Off-street parking shall be a minimum of 10 feet by 22 feet (10 X 22), exclusive of garages.

b. Parking of trailer campers, truck campers, bus campers, and otherwise large vehicles, such as stock trucks and trailers, shall be limited to a period of 72 hours when parked on the street in front of a residence or on the front driveway or parking area between the front building line and street.

c. The parking of boats and boat trailers or similar conveyances on the street or on the driveway or on any parking area between the front building line of a residence and the street shall be of a temporary nature and no such vehicle or conveyance shall be left parked in such a location for storage from one season to another or while not in seasonal use.

d. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or on the front driveway or on any parking area between the front building line of the residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

**11. OIL AND MINING OPERATIONS:** No oil drilling, oil development 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 oil or natural gas shall be erected, maintained or permitted upon or in any lot.

**12. LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

**13. GARBAGE AND 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 waste materials shall be kept in a clean sanitary condition at all times.

**14. ARCHITECTURAL CONTROL COMMITTEE: MEMBERSHIP AND COMMITTEE ACTION:** The Architectural Control Committee is composed of Robert L. Tarufelli, Ernest Tarufelli and Larry Tarufelli, all of Rock Springs, Sweetwater County, Wyoming. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties.

**15. PROCEDURE OF ARCHITECTURAL CONTROL COMMITTEE**

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove any proposal within 30 days after the plans and specifications therefor have been submitted to it, or in any event, if no suit to enjoin the construction as proposed 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 on any such lot.

**16. TERM:** These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of Twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of Twenty (20) years each owners of the lots has been filed of record, which agrees to change said covenants in whole or in part.

**17. ENFORCEMENT:** Enforcement of the covenants, conditions, reservations and restrictions set forth herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said covenants, either restraining any such violations or recovering damages for any such violations.

**18. SEVERABILITY:** Invalidity of any one of these covenants, conditions, reservations, or restrictions, by judgment, court order or otherwise, shall in no manner whatsoever affect any of the other remaining covenants, conditions, reservations and restrictions hereof, and the same shall remain in full force, effect and operation.

IN WITNESS WHEREOF, said Robert L. Tarufelli, has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_

By Robert L. Tarufelli

(Notary Signature)

State of WYOMING )  
:  
County of SWEETWATER )

The foregoing instrument was acknowledged before me by .....

Robert L. Tarufelli, this 6<sup>th</sup> day of May 1993.

Witness my hand and official seal.

My Commission Expires 4/21/97

