



DECLARATION OF PROTECTIVE COVENANTS

WHERE AS, said Hunter's Ridge Development, of Rock Springs, Sweetwater County is the owner of certain real property, described as follows, to wit:

All real property located within the Hunter's Ridge Subdivision, Phase VI, Lots 1-13, (Lot 5 Phase VI, The house will face to the west. Rear fence no higher than 3 feet.) Phase VII, Lots 1-10, Phase VIII, Lots 1-12, (Lot 6 Phase VIII, The house can face either west or north. With fence facing Applewood Street, and can be no hgher than 3 feet. Lot 7 Phase VIII, The house will face west with a fence no higher than 3 feet.) and Phase IX, Lots 1-6, 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 appurtenance situated thereon pertaining thereto subject, however, to all exceptions, reservations and restrictions of records, and

WHEREAS, Hunter's Ridge Development as the owners 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 purchases 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 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.

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 the 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: Hunter's Ridge Subdivision, in 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 become an annoyance or nuisance to the neighborhood.

9. TEMPORARY STRUCTURES: No structure of a temporary character trailer, basement, tent, shack, garage barn either temporarily or permanently. Temporary structures, including those used for construction purposes, may be erected and used for a period not to 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.



10. PARKING RESTRICTIONS:

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 driveway or any parking area between the on the front building line of a residence and the street shall be of a temporary nature and no such vehicle or conveyances shall be left parked in such 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 the 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 any period of time 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 derricks 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 dogs, cats or other household pets may be kept provided that are not kept, bred, or maintained for any commercial purpose.

13. 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 waste be kept in a clean sanitary condition at all times.



14. PROCEDURE OF ARCHITECTURAL CONTROL COMMITTEE: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the c committee, or its designated representative, fails to approve or disapprove any proposal within 30 days after the plans and specifications therefore have been submitted to it, or in any event, if no suit to enjoin the construction as required and the related covenants shall be deemed to have been fully complied with on any such lot.

15. 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 ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years after each owners of the lots has been filed of record, which agrees to change in whole or in part.

16. ENFORCEMENT: Enforcement of the covenants, conditions, reservations and restrictions set forth herein shall be by enforcement by the 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 such violations.

17. SERVERABILITY: Invalidation of any 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 WHERE OF, said Robert L. Tarufelli, has hereunto set his hand this day 9th day of

June 2004.

Robert L. Tarufelli
By Robert L. Tarufelli

Patricia W. Chubb
(Notary Signature) My Commission Expires

5-11-2008

County of Sweetwater
State of Wyoming





1. LAND USE AND BUILDING TYPE: The ground floor area of the main structure, exclusive of open porches, basements, garages, and other 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.

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 has been approved by the Architectural 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. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than ⁴⁰~~70~~ feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7000 square feet.

4. 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 set back 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 less than 16 feet on any individual lot. Provided, however, that any building structure to be used only for accessory purposed may be located not less than 6 feet from the interior lot line.

c. Corner lots shall have depths of not less than 20 feet on the street side. Provided, however, that the depth on any corner lot from yard not directly adjacent to the primary entrance to 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.