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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SKYVIEW ESTATES FIFTH ADDITION
TO THE CITY OF ROCK SPRINGS, SWEETWATER COUNTY, WYOMING

THIS DECLARATION made and executed this 16th day of December, 2004, by Skyview Development Limited Liability Company, a Wyoming limited liability company, the mailing address of which is P.O. Box 812, Green River, Wyoming 82935, of Sweetwater County, Wyoming, hereinafter referred to as the Declarant, witnesseth as follows:

WHEREAS, Declarant is the record owner of the following described real property and premises, hereinafter referred to as the Property, situate in the City of Rock Springs, County of Sweetwater, State of Wyoming, to wit:

All of the real property and premises located and described in the Final Plat of Skyview Estates Fifth Addition to the City of Rock Springs, Wyoming, located in Section 16, Resurvey Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming, including, but not limited to, Lots One (1) through Fifteen (15), inclusive, of said Skyview Estates Fifth Addition, as all of the same is laid down and described on the official plat thereof, filed of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions, reservations and restrictions of record; and

WHEREAS, Declarant desires to subject the Property to the covenants, conditions, restrictions and easements hereinafter set forth in order to preserve, protect and enhance the use, enjoyment, values and amenities of the Property for residential purposes for the benefit of the Property and each Owner thereof;

NOW, THEREFORE, for the foregoing purposes, and for and in consideration of the premises, Declarant hereby declares that all of the above described property is and shall be held, sold, transferred, conveyed and occupied subject to the following covenants, conditions, restrictions and easements, which shall run with and be binding upon the Property and which shall be binding upon the inure to the benefit of each Owner thereof, their successors and assigns:

1. LAND USE AND BUILDING TYPE. No structures other than one permanent single family dwelling, together with a private garage and permitted accessory structures for use in connection with said dwelling, shall be erected, placed or permitted to remain on the Lots within the Property. No Lot shall be used except for residential purposes.

2. MINIMUM BUILDING SIZE. Every single family dwelling erected on each of the Lots in the Property shall have a minimum of One Thousand Three Hundred (1,300) square feet of finished, habitable floor area on the ground level or on the combination of all above ground levels, as may be duly approved by the Skyview Estates Architectural Review Board, as hereinafter described, exclusive of garages and open porches. In addition, every such dwelling shall have as an appurtenance at least a two-car garage, either attached or detached, which shall be included as part of the original construction upon the Lot and shall be fully completed prior to initial occupancy of the residential structure upon such Lot.

3. BUILDING CONSTRUCTION. All structures erected on the Lots in the Property in accordance with this Declaration shall have their front doors facing the street and shall meet the minimum requirements, specifications and standards of the Uniform Building Code or the HUD Code, or Uniform Building Code or HUD Code equivalents, as the same may be amended from time to time, and as the same may be interpreted and enforced at the applicable time by the City of Rock Springs. All structures erected on the Lots in the Property in accordance with this Declaration, whether intended for residential, accessory or other purposes, shall be new, first-time use structures; shall be permanent and affixed; and shall be of a quality consistent with the other structures located on the Lots in the Property and located on the Lots in the Skyview Estates First, Second, Third and Fourth Additions to the City of Rock Springs and consistent with the general construction standards in the industry in Sweetwater County, Wyoming. The "new, first-time use structure" requirement shall not apply to the initial structure located upon Lot Fourteen (14) if such Lot is titled at that time in the names of David A. Bott and Josette R. Bott, who may elect to locate a used structure upon said Lot. This covenant is personal to David A. Bott and Josette R. Bott. In the event any other party comes into title of the Lot prior to the location of the initial structure on the Lot or in the event the used structure located on the Lot is subsequently removed, the "new, first-time use structure" requirement shall apply and become fully enforceable with respect to Lot Fourteen (14). No structures of a temporary character, including, but not limited to, motor homes, mobile homes, trailers, tents or similar units, shall be used for residential purposes at any time.

4. FENCING AND LANDSCAPING REQUIREMENTS. In connection with the construction of a residential structure upon any Lot within the Property, the Owner thereof shall be required to construct and install a continuous screening fence along and completely enclosing the rear lot lines of each Lot in the Property. All of said fences shall be Six (6) feet in height and constructed of 1" X 6", dog-eared, Grade No. 1, Western Red Cedar, or constructed of vinyl fencing materials comparable thereto in quality and appearance, and shall be constructed in accordance with the plans and specifications provided and approved by the

Skyview Estates Architectural Review Board, as hereinafter described, and the City of Rock Springs. Also in connection with the construction of a residential structure upon any Lot within the Property, the Owner thereof shall be required to landscape the front yard area of each Lot in the Property, in accordance with plans and specifications approved by the Skyview Estates Architectural Review Board, as hereinafter described, and the City of Rock Springs. All of the foregoing fencing and landscaping requirements for the Lots within the Property shall be included as part of the original construction upon the Lot and shall be fully completed prior to initial occupancy of the residential structure upon such Lot. The Owners of the Lots within the Property shall be required to continuously maintain said fences and landscaping in good condition and repair at all times.

5. ARCHITECTURAL CONTROL.

A. No construction shall be commenced on any Lot until the construction plans and specifications for the proposed residential, garage, accessory or other structure and all landscaping, fencing and related appurtenances and amenities, together with a plot plan showing the location of the same, shall have been reviewed and approved by the Skyview Estates Architectural Review Board as to quality of workmanship and materials, harmony of external design with existing structures on the Lot and on the other Lots in the Property, location with respect to topography and finish grade elevation and compliance with the general aesthetics of the Property. No substantial modifications to approved plans and specifications shall be made after commencement of construction until such modifications have been reviewed and approved by the Skyview Estates Architectural Review Board. Approval or disapproval of proposed plans and specifications shall be given by the Skyview Estates Architectural Review Board in writing within Thirty (30) days after such plans and specifications have been submitted to it. No building permit from the City of Rock Springs for any structure shall be applied for until written approval as required in this Declaration has been obtained from the Skyview Estates Architectural Review Board.

B. The Skyview Estates Architectural Review Board shall consist of one or more designated representatives of the Declarant, Skyview Development Limited Liability Company, or its successors or assigns. The composition of the Skyview Estates Architectural Review Board may be hereinafter altered from time to time by the Declarant, or its successors or assign, as may be necessary to carry out the intents and purposes of this Declaration. The Skyview Estates Architectural Review Board may designate a representative to act on its behalf.

C. The Skyview Estates Architectural Review Board shall not arbitrarily or unreasonably withhold its approval of any plans and specifications submitted to it. However, it is expressly provided that neither the Declarant nor the Skyview Estates Architectural Review

Board, nor any of its or their respective representatives, shall be liable in damages to anyone submitting plans and specifications for approval, or to any Owner affected by this Declaration, by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every Owner or other person who submits plans to the Skyview Estates Architectural Review Board for approval agrees, by submission of such plans and specifications, that such Owner or other person will not bring any action or suit against the Declarant, the Skyview Estates Architectural Review Board or any of its or their respective representatives to recover any such damages. Approval by the Skyview Estates Architectural Review Board shall not be deemed to constitute compliance with the requirements of any applicable zoning, building and subdivision ordinances, restrictions, statutes, laws, rules, codes, regulations, policies, procedures, and the like, and it shall be the responsibility of the Owner or other person submitting plans and specifications to the Skyview Estates Architectural Review Board to comply therewith and to obtain appropriate permits therefor.

6. COMPLIANCE WITH CITY ORDINANCES. All construction upon and use of the real property and premises subject to this Declaration shall comply with all applicable zoning, building and subdivision ordinances, restrictions, statutes, laws, rules, regulations, policies and procedures of the City of Rock Springs, the County of Sweetwater, and the State of Wyoming.

7. EASEMENTS. Easements and rights-of-way as shown on the plat for the Property are hereby reserved in the subdivision for poles, wires, pipes, conduits and related fixtures and equipment for heating, lighting, electricity, gas, telephone, television, sewer, water and other public utility services, drainage ditches, channels and facilities, access, or any other public cause or purpose, together with the right of ingress and egress at any time for the purpose of installation, construction, maintenance and repair relating thereto. Within the aforesaid easements and rights-of-way, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with any installation, construction, maintenance and repair work, or which may change the direction of flow of drainage ditches and channels, or which may obstruct or retard the flow of water through drainage ditches and channels, or which may otherwise defeat the purpose or intent of any easement or right-of-way. The easement 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 business or activity of a noxious or offensive nature may be conducted upon the Property, nor shall any activity be permitted which may be

or may become a nuisance or annoyance to the neighborhood. No Owner shall make or permit any noises which will disturb or annoy the occupants of any of the homes in the community or adjacent communities or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Owners of adjacent properties.

9. EXTERIOR MAINTENANCE. All owners shall keep their structures and grounds in a good state of maintenance, repair, preservation and cleanliness. No Owner shall permit any structures or conditions upon the Property which would adversely affect the value or aesthetics of the Property. No recreational vehicles or vehicles other than passenger type motor vehicles shall be parked or stored on the street or in the front yard areas of the Lots within the Property at any time, except on a temporary basis for the purpose of loading or unloading passengers, property or other materials or except on a temporary basis in connection with short-term visitors or guests. No vehicle maintenance or repair work shall be performed on the street or in the front yard areas of the Lots within the Property at any time.

10. 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 (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, unless an instrument signed by a majority of the then record Owners of the Lots has been recorded agreeing to change said covenants in whole or in part.

11. ENFORCEMENT. Enforcement of the covenants, conditions, reservations, easements and restrictions set forth herein shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of the aforesaid covenants, conditions, reservations, easements and restrictions hereof, for the purpose of either restraining any such violations or recovering damages for any such violations.

12. SEVERABILITY. Invalidity of any one of these covenants, conditions, reservations, easements or restrictions by judgment, Court Order, or otherwise, shall in no manner whatsoever affect any of the other remaining covenants, conditions, reservations, easements and restrictions hereof, and the same shall remain in full force, effect and operation.

13. NON-WAIVER. Failure by any interested party to enforce any of the covenants, conditions, restrictions and easements herein contained in any one instance shall in no event be deemed or construed as a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

IN WITNESS WHEREOF, the Declarant, Skyview Development Limited Liability Company, has duly executed this Declaration on this 16th day of December, 2004.

DECLARANT:

Skyview Development Limited Liability Company

By G. Dan Scheer, Jr.
G. Dan Scheer, Jr.
Member

By Ronald W. Fernley
Ronald W. Fernley
Member

The State of Wyoming)
: ss
County of Sweetwater)

The foregoing instrument was acknowledged before me by G. Dan Scheer, Jr. this 16th day of December, 2004.

Witness my hand and official seal.



Karen L. Martz
Notary Public

My Commission Expires: June 23, 2008

State of Washington)
: ss
County of King)



The foregoing instrument was acknowledged before me by Ronald W. Fernley this 16th day of December, 2004.

Witness my hand and official seal.

Joshua M. Putnam
Notary Public

My Commission Expires: 6/15/08

