

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
WESTRIDGE ESTATES, FIRST PHASE

TO WHOM IT MAY CONCERN:

WHEREAS, WESTRIDGE DEVELOPMENTS, a limited partnership, is the owner of the following described real property, situated in the County of Sweetwater, State of Wyoming, to-wit:

A portion of Block Numbered Ten (10) of the Mountain View Subdivision, City of Rock Springs, Sweetwater County, Wyoming, more particularly described as follows:

Beginning at a point which is South $2^{\circ}01'47''$ East, 55.91 feet and East 1182.14 feet from the West Quarter Corner of Section 33, Township 19 North, Range 105 West, 6th Principal Meridian, and running thence North $69^{\circ}17'33''$ West, 105.00 feet; thence South $20^{\circ}42'27''$ West, 12.97 feet; thence North $69^{\circ}17'33''$ West, 160.00 feet; thence North $3^{\circ}35'16''$ East, 67.32 feet; thence North $35^{\circ}39'42''$ West, 382.22 feet; thence North $50^{\circ}28'$ West, 257.74 feet; thence North $39^{\circ}32'$ East, 20.00 feet; thence North $50^{\circ}28'$ West, 165.00 feet; thence North $39^{\circ}32'$ East, 865.46 feet to the point of a 20.00 foot radius curve to the right; thence Northeasterly 31.42 feet along the arc of said curve to the point of tangency; thence South $50^{\circ}28'$ East, 372.00 feet to the point of a 890.00 foot radius curve to the left; thence Southeasterly 292.43 feet along the arc of said curve to the point of tangency; thence South $69^{\circ}17'33''$ East, 52.78 feet; thence South $20^{\circ}42'27''$ West, 1082.38 feet to the point of beginning. (Contains 20.034 acres)

AND, WHEREAS, as the owner of said real property it desires to place protective covenants, and restrictions on said real property for the benefit of themselves and future purchasers of said real property.

AND, WHEREAS, the Westridge Estates, First Phase, plat of the said real property was duly and regularly filed and recorded on May 22, 1979, in the office of the Clerk of Records of Sweetwater County, in the Plat Book at page 232.

NOW, THEREFORE, in consideration of the premises, it is provided that the following Protective Covenants, and restrictions, are placed upon said real property and becoming part thereof and said Protective Covenants, and restrictions, shall run with said real property, and any and all conveyances of said real property, and every part thereof, shall be subject to the following protective covenants and restrictions hereinafter set forth and shall be binding upon all persons who shall hereafter acquire title to any of the above described real property and all persons claiming under them, until December 31, 2000, at which time these Protective Covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by agreement of the majority of the then owners of the lots within Westridge Estates, First Phase, these protective covenants and restrictions are amended or abolished in whole or in part.



RECORDED	SEP 18 1979	AT 1:30 P.M.
IN BOOK 704	PAGE 847-9	SWEETWATER, WYO.
NO. 002007	ALBERT B. JENSEN, COUNTY CLERK	

1. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, private garage, and out buildings for pets.

2. No building shall be erected on any lots unless the design and location is in harmony with existing structures and locations, and no building shall be erected until the building plans, specifications, and plot plans have been submitted to Westridge Developments or its designated representative for approval as to conformity and harmony of external design with existing structures in the development. In the event Westridge Developments, or its designated representative fails to approve or disapprove such design and location thirty (30) days after said plans and specifications have been submitted to it, or in any event if no suit or other action has been instituted to enjoin the erection of such building have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

3. Every detached single family dwelling, exclusive of garages and open porches, erected on any one of the above described residential lots shall have a minimum area above the ground of 1000 square feet for a single level residence.

4. No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5. No trailer, tent, shack, garage, barn or other out-building erected on a building site covered by these Covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

6. Easements are reserved as shown on the recorded plat for utility installation, pipelines, ditches and maintenance. Nothing in this paragraph contained shall be interpreted as prohibiting construction of walks, driveways, porches, etc. over such easement, subject to the rights of these with easements to make necessary repairs and conduct necessary maintenance along such easements.

7. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

8. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales period.

9. No automotive repair activity shall be carried on in the parking area or street in front of a building site, and A-Frames, winches, etc., shall not be displayed for removal of engines. No vehicle shall be parked in the street in an unused condition for more than twenty-four (24) hours, nor parked within the front yard set back area for more than a seventy-two (72) hour maximum time period.

10. No lot shall be used or maintained as a dumping ground. All rubbish, trash, garbage or other waste shall be kept 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.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2004, at which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the building sites covered by these Covenants, it is agreed to change said Covenants in whole or in part.

12. All structures shall be located on residential lots in accordance with the set back requirements of the zoning ordinances of the City of Rock Springs, Wyoming.

If the present or future owners of any of the lots in Westridge Estates, First Phase, or their grantees, heirs, successors or assigns, shall violate or attempt to violate any of these Protective Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Protective Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these Protective Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these Protective Covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

IN WITNESS WHEREOF, the undersigned being the Managing General Partner of Westridge Developments, a limited partnership, and duly authorized to execute all documents on behalf of said limited partnership, does hereby execute this Declaration of Protective Covenants and Restrictions on this 7th day of September, 1979.

WESTRIDGE DEVELOPMENTS,
a limited partnership,

By *Robert H. Watson*
Robert H. Watson
Managing General Partner

THE STATE OF WYOMING)
: ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me by Robert H. Watson, Managing General Partner of Westridge Developments, this 7th day of September, 1979.

Carl J. Nordstrom
Carl J. Nordstrom
Notary Public

My commission expires: 6/10/81.

