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DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS, AND
CONDITIONS AFFECTING THE REAL
PROPERTY KNOWN AS RIVERBEND SUBDIVISION

-TO-

WHOM IT MAY CONCERN

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Sweetwater County, State of Wyoming, described as follows:

TO THE CITY OF GREEN RIVER *AKM*
RIVERBEND, AN ADDITION, according to the official plat thereof as recorded in the office of the County Recorder of said County.

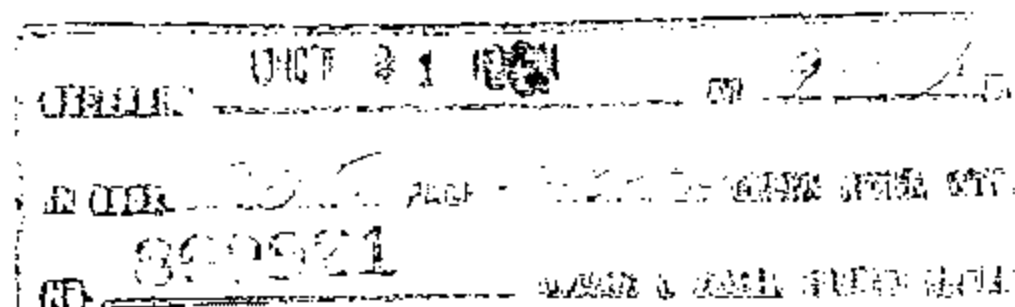
WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between the several purchasers of said property as hereinafter set forth:

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property and between themselves and their heirs, successors and assigns:

1. MUTUAL AND RECIPROCAL BENEFITS, ETC.: All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above-described property and shall be intended to create a mutual and equitable servitude upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said tract.

2. PERSONS BOUND BY THESE RESTRICTIONS AND COVENANTS: All covenants and restrictions herein stated shall run with the land and all fee owners or purchasers thereof shall by acceptance of contracts or deeds be conclusively deemed to have consented and agreed with the present and future owners of said land and with his or their successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from the date hereof to January 1, 2001, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless, by a vote of a majority of the then owners of said lots, it is agreed to amend or release said covenants in whole or in part by an appropriate agreement in writing specifying the restriction(s) amended or released and by filing said agreement with the office of the Sweetwater County Recorder.

3. LAND USE AND BUILDING TYPE: No lot shall be used except for residential and appurtenant purposes. No building shall be



erected, altered, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half (2 1/2) stories or thirty-five (35) feet in height and a private garage for not more than three (3) vehicles. The Architectural and Structural Supervising Committee (the "Committee") shall have additional power to limit the number of stories and the height of structures as to all lots. All construction shall be of new materials. Such accessory buildings and garages as are approved by the Committee may also be permitted.

4. LIMITATIONS UPON SALE OF LOTS: THE CITY OF GREEN RIVER WILL UTILIZE FARMERS HOME ADMINISTRATION (FmHA) '601' FUNDS AS A METHOD OF UNDERWRITING LAND DEVELOPMENT COSTS ON THE ABOVE DESCRIBED TRACT OF LAND. THIS IS BEING DONE TO STIMULATE HOUSING DEVELOPMENT. THE PURCHASER OF ANY LOT SHALL OCCUPY SAID PREMISES FOR A PERIOD OF FIVE (5) YEARS AND SHALL NOT SELL THE PROPERTY OR CHANGE HIS RESIDENCE THEREFROM WITHOUT NOTIFICATION TO THE CITY OF GREEN RIVER. IN ORDER TO PREVENT SPECULATION IN THE EVENT OF A RESALE, IF ANY PURCHASER SELLS HIS PROPERTY WITHIN FIVE (5) YEARS FROM THE DATE OF PURCHASE AT A PRICE THAT EXCEEDS THE APPRAISED VALUE OF THE PROPERTY AS OF THE PURCHASE DATE, THE PURCHASER SHALL PAY TO THE CITY OF GREEN RIVER AN AMOUNT EQUAL HIS PRO-RATA SHARE OF THE FmHA SUBSIDY. A PURCHASER'S PRO-RATA SHARE OF THE FmHA SUBSIDY SHALL BE CALCULATED BY DIVIDING SEVENTY-FIVE PERCENT (75%) OF THE TOTAL ALLOWABLE GRANT SUM OF THE SITE DEVELOPMENT COST BY THE NUMBER OF LIVING UNITS IN THE DEVELOPMENT. DURING EACH OF THE FIRST FIVE (5) YEARS THAT A PURCHASER OCCUPIES HIS PROPERTY TWENTY PERCENT (20%) OF THE AMOUNT OF THE SUBSIDY WILL BE FORGIVEN. AFTER FIVE (5) YEARS OF OCCUPANCY BY THE ORIGINAL PURCHASER, OR UPON THE APPROVED RESALE OF HIS PROPERTY, AND THE PAYMENT OF THE FmHA SUBSIDY THIS LIMITATION SHALL NOT APPLY AND THE CITY OF GREEN RIVER WILL RELEASE INDIVIDUAL LOTS FROM ANY AND ALL OF THE CITY'S ENCUMBRANCES, IF ANY, OF RECORD.

5. DILIGENCE IN BUILDING: When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within twelve (12) months. No building shall remain incomplete for any reason for a period in excess of eleven (11) months from the date that site excavation commenced.

6. COMPLIANCE WITH ZONING ORDINANCES OF THE CITY OF GREEN RIVER: All buildings in said subdivision shall be placed and used upon said lots in accordance with the present provisions of Green River Zoning Ordinances relating to Zone R-3 as same may be hereinafter amended, unless otherwise modified or restricted by the covenants herein.

7. TEMPORARY STRUCTURES: No trailer, basement, tent, shack or other out-building shall be placed upon or used at any time within said subdivision as a temporary or permanent residence.

8. NUISANCES:

A. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

B. Pets. No barn, coop, shed, sty or building of any time shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, or any other livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of said subdivision, excepting only a reasonable number of household pets. Pets shall at all time be under proper control and supervision of their owners.

C. Storage. No storage of any articles, materials, equipment or vehicles, including boats, of any nature is permitted

in the front yard portion of any lot, except that regularly used passenger cars and light pick-up trucks may be parked upon driveway areas. Trailers, trucks, campers, boats, and all types of accessory equipment are permitted to be stored or repaired only in garages or sideyards.

D. Signs. Except for signs displayed by the developer during the construction and lot sales period, no signs, other than name plates, shall be displayed to the public view on any lot except one sign not exceeding 200 square inches displaying the name and profession of any professional person, and one sign not exceeding four square feet advertising the sale or lease of a lot.

E. Drilling and Mining. There shall be no oil drilling, mining, quarrying or excavation operations of any kind permitted upon any lot.

F. Rubbish. No rubbish shall be stored or allowed to accumulate anywhere in said subdivision, except in sanitary containers.

G. Transmitting and Receiving Equipment. No external radio, citizen's band, ham radio or any other transmitting and/or receiving antennas shall be placed upon any structure or lot; provided, however, a television antenna may be placed on a structure at a height to be specifically approved by the Committee.

9. EASEMENTS: Such easements and rights of way shall be reserved to the undersigned, its successors and assigns, in and over said real property for the erection, construction and maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone and telegraph services, sewage and other things for convenience to the owners of lot in said tract, as may be shown on the subdivision plat. No structures of any kind shall be erected over any of such easements except upon written permission of the undersigned, its successors or assigns.

10. SET BACKS: No dwelling house or other structure shall be constructed or situated on any of said lots created except in conformity with the "set back" lines as established in each instance by the Committee and in conformity with any additional "set back" lines which may be fixed by the undersigned, its successors and assigns, in the recorded subdivision plat, contracts or deeds to any or all of the lots created on said property. The "set back" of any building, or other structure, as to any line, shall be deemed to be the minimum distance between said building, or other structure, as to any street, shall be deemed to be the minimum distance between said building, or other structure, and the nearest line of said street.

11. MANNER OF VOTING: In voting, pursuant to the provisions of paragraphs two and twelve hereof, each lot owner of record shall be entitled to one vote for each square foot of area owned by him, and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such lot owners and recorded in the County Recorder's Office of the County of Sweetwater, Green River, Wyoming.

12. ARCHITECTURAL AND STRUCTURAL SUPERVISING COMMITTEE: The Committee, consisting of four (4) members is hereby created, and the undersigned may fill vacancies in the Committee and remove members thereof at its pleasure, provided, however, that when 90% of the lots in said tract have been sold, (either deeded or sold under contract of sale) thereafter, upon written designation of 85% of

those who are owners (either upon contract of purchase or in fee) of lots in said tract; of some person or persons whom such owners desire to make a member or members of said Committee, the undersigned will appoint such person or persons on the Committee, and if necessary, will remove from said Committee existing members thereof in order to create vacancies for the new appointments; provided further, however, that one person designated by the undersigned shall always remain a member of the Committee if the undersigned so desires. The functions of the Committee shall be, in addition to the functions elsewhere in the Declaration set forth, to pass upon, approve or reject any plans, or specifications for structures to be erected on lots in said tract, so that all structures shall conform to the restrictions and general plans of the undersigned, and of the Committee, for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in this Declaration except as herein specifically provided. The Committee may act by any two (2) of its members, and any authorization, approval or power made by the Committee must be in writing signed by at least two (2) members.

13. ARCHITECTURAL PROCEDURE: The Committee's approval or disapproval shall be in writing. All decisions of the Committee shall be final, and neither the Committee nor its designated representative shall be subject to any liability therefor. Any errors or omissions in the design of any building or landscaping, and any violations of city ordinances are the sole responsibility of the lot owners and/or their designers or architect. The Committee's review of plans shall in no way be concerned with the structural or mechanical adequacy of the building or with architectural soundness thereof.

14. ARCHITECTURAL AND STRUCTURAL CONTROL:

A. Approval Required. NO BUILDING, GARAGE OR OTHER STRUCTURE, INCLUDING A TENNIS COURT OR SWIMMING POOL SHALL BE ERECTED, REMODELED OR PLACED ON ANY LOT WITHOUT THE WRITTEN APPROVAL AS TO LOCATION, HEIGHT, DESIGN AND HARMONY WITH EXISTING STRUCTURES FIRST HAVING BEEN OBTAINED FROM THE COMMITTEE. No construction of any kind or nature on any of the lots shall be commenced until either sidewalk or curb grade has been established. No fence or wall shall be erected on any lot nearer to the street than the minimum building setback line unless similarly approved. No existing natural vegetation shall be removed unless similarly approved. Every detached single family dwelling, exclusive of garages and open porches, erected on any one of the above described residential lot shall have a minimum area above the ground of 912 square feet.

B. Structural Guidelines. Footings, foundations, walls, floor diaphragms and other earth retaining structures must be designed to resist all lateral forces.

C. Architectural Guidelines. The following architectural guidelines shall apply to all lots in the Riverbend Subdivision affected hereby:

(i) Harmony in building: The exterior material of all homes shall be either wood, stucco, brick or stone. The roofing materials shall be either wood shingles, composition shingles, tile roofs or gravel roofs in natural colors.

(ii) Color harmony: Exterior colors must be approved by the Committee in order that harmony with the surrounding environment and with existing homes may be assured. The use of natural earth tones shall be encouraged, along with the use of wood and stone as materials. The use of bland, unpainted

concrete or blocks and painted or unpainted metals is prohibited on exterior surfaces.

(iii) Retaining walls: All retaining walls must be approved by the Committee. The Committee will encourage the use of rockfaced walls screened by vegetation. Railroad ties and large rocks may be used for landscaping purposes but not as structural slope retention devices. (See paragraph 14B above.)

(iv) Site plan: The direction which homes on corner lots shall face must be approved by the Committee.

(v) Fences: Fences shall be constructed in coordination with the general architecture and character of the surrounding area. The materials used shall be the same as or similar to those used in the building of homes, and should compliment the architecture of the home. The height of fences shall be in conformity with the Green River City ordinances. UNDER NO CIRCUMSTANCES WILL ANY "CHAIN LINK" FENCING OF ANY TYPE, BRAND OR MAKE BE ALLOWED TO BE CONSTRUCTED ON ANY PROPERTY WITHIN THE DESCRIBED RIVERBEND SUBDISISION.

(vi) Exterior lighting: Lighting of residential house numbers shall be encouraged to insure night time visibility.

(vii) Scale lot layout: No building or structure shall receive approval from the Committee until a 1/4 inch scale lot layout and house plan has been submitted to the Committee for its approval. In addition, all elevations with respect to improvements must be shown in quarter scale.

(viii) Samples: PRIOR TO THE APPROVAL OF ANY GARAGE, BUILDING, OR STRUCTURE APPROPRIATE BUILDING MATERIAL SAMPLES MUST BE PROVIDED TO THE COMMITTEE IN ORDER TO DETERMINE IF SAID MATERIALS COMPLY WITH THE TERMS OF THESE CONDITIONS AND RESTRICTIONS. IN ADDITION, SAMPLES MUST BE PROVIDED ACCURATELY REFLECTING THE COLOR SCHEME TO BE USED ON THE IMPROVEMENTS.

(ix) Construction plans and drawings: Prior to obtaining approval from the Committee, a set of final "to be constructed" plans and drawings must be submitted to the Committee. The Committee will not permit any relining or oral modification of said final "to be constructed" plans and drawings, and all plans and drawings so submitted will be evaluated based solely on the submitted "to be constructed" plans. All such plans and drawings will be deemed to be approved at such time as they have been signed by two members of the Committee or their designated representatives.

(xi) Prohibition against soil erosion and runoff: It shall be the responsibility of the property owner to direct site work relative to the lot in such a manner as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring property or into the storm drainage system.

15. ARCHITECTURAL AND STRUCTURAL SUPERVISORY COMMITTEE MEMBERS:

Prooper Knowlton, III
428 South State
Salt Lake City, Utah 84111

0413

Lee M. Kimball
1420 Uinta Drive
Green River, Wyoming 82935

Jolene Winters
1420 Uintah Drive
Green River, Wyoming 82935

Gaylen Harmon
1420 Uinta Drive
Green River, Wyoming 82935

16. ADDITIONAL COVENANTS:

A. Trees. At the time sixty (60) of the seventy-nine (79) lots in Riverbend Subdivision are built upon and occupied, all of the lot owners hereby agree to purchase, plant and maintain trees which shall line the roads in said subdivision. The trees to be used for this purpose shall be similar to those used in other subdivisions in Green River, and shall be a kind and size specified by the Committee. The trees shall be located according to a plan to be prepared by the Committee. All lot owners hereby agree not to plant any other trees or bushes in the publicly owned portion or strip of land in front of their lot, and they further agree to remove any existing trees or bushes in said publicly owned parcel if requested to do so by the Committee. Each lot owner hereby agrees to pay one seventy-ninth (1/79) of the total cost of purchasing and planting said trees.

B. Grass. Each lot owner shall plant and maintain grass in the public portion of property between the curb and gutter and sidewalk in front or to the side of his or her lot.

C. Concrete Maintenance. Each lot owner shall at all times keep the curb and gutter and sidewalk in front of his or her lot or lots in good condition, and shall repair any cracks or breaks in such concrete within a reasonable time after receiving notification to do so from the Committee.

D. Sprinkling systems. Each lot owner shall install and maintain an underground sprinkling system to water all areas of his property, as well as that portion of public property between the curb and gutter and sidewalk in front or to the side of his or her lot which is planted in grass pursuant to Section 16B above.

E. Enforcement. The lot owners hereby agree that the Committee may institute in its own name any suit or suits necessary in order to obtain a decree for specific performance under these agreements. In addition, the Committee may file a lien on any lot within the subdivision to cover any money paid by the Committee to cover obligations of lot owners described herein that remain unpaid after five (5) days notice to the lot owner of the obligation to pay same. Said lien may be foreclosed at any time after thirty (30) days of filing. Should any suit be instituted, the affected lot owner or owners agree that if the court finds in the Committee's favor such lot owner or owners shall pay reasonable attorney's fees for the Committee's attorney.

17. VIOLATIONS OF RESTRICTIONS, PENALTIES: Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the Committee, the undersigned, their successors and assigns, the right to enter upon the property upon or as to which said violation or breach exists, or to summarily abate and remove at the expense of the owner, any erection, thing or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of

every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

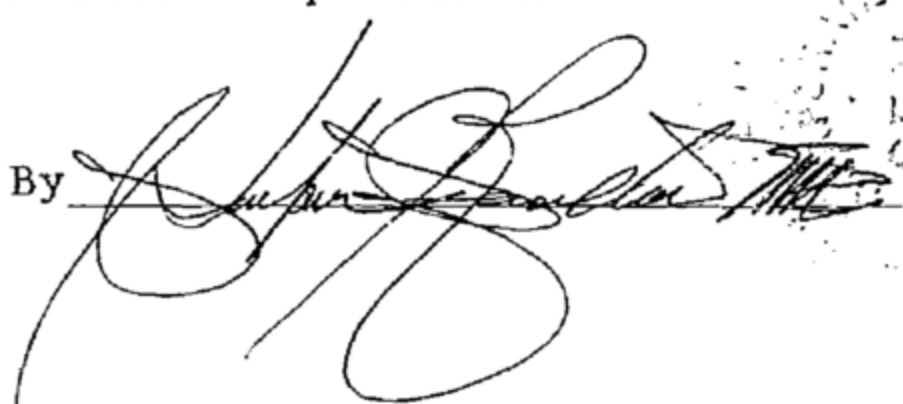
18. ACCEPTANCE OF RESTRICTIONS: All purchasers of property described above shall by acceptance of contracts or deeds for every lot or lots shown therein, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth.

19. EFFECT OF WAIVER OR BREACH OR FAILURE TO ENFORCE: Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

20. SEVERABILITY: Invalidation of any one or any portion of any one of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this document this 20th day of OCTOBER, 1981.

THE KNOWLTON GROUP,
A Utah Corporation

By 

STATE OF WYOMING)
COUNTY OF Carbonate) ss.

On the 20 day of October, 1981, personally appeared before me Harold Knowlton, who being by me duly sworn did say that he, the said Harold Knowlton is the President of THE KNOWLTON GROUP 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 Harold Knowlton duly acknowledged to me that Corporation executed the same.

My Commission Expires:
12 - 20 - 82.

Harold Knowlton
NOTARY PUBLIC
Residing at:

