

FOR THE SPECIAL DISTRICT OF
 FLEMING COUNTY, WYOMING
 JAMES A. FARMING, CLERK

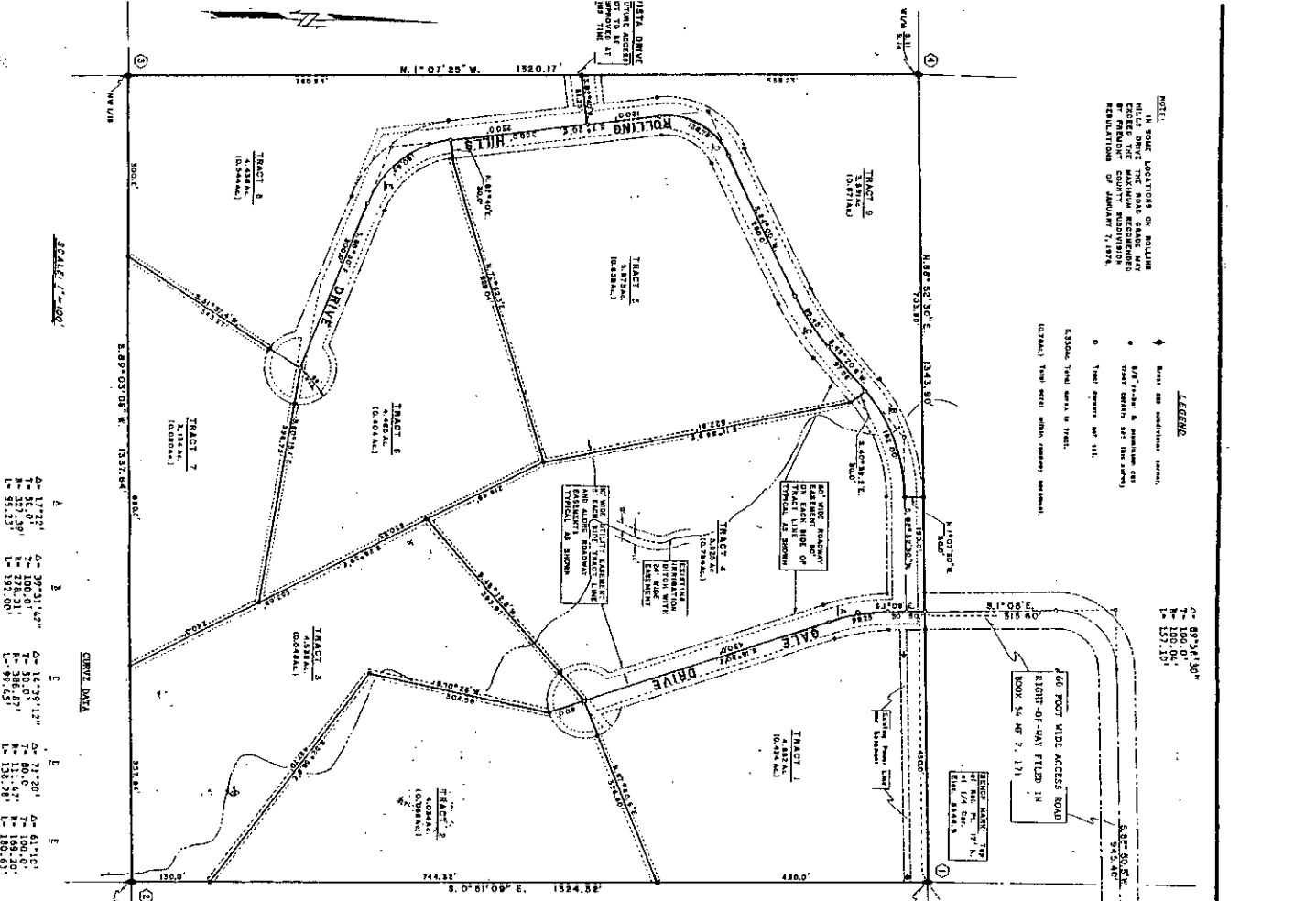
SCALE: 1"=100'

A 1. 17.75' 2. 39.231142" 3. 12.391127" 4. 21.201' 5. 61.710'
 B 1. 17.75' 2. 39.231142" 3. 12.391127" 4. 21.201' 5. 61.710'
 C 1. 17.75' 2. 39.231142" 3. 12.391127" 4. 21.201' 5. 61.710'
 D 1. 17.75' 2. 39.231142" 3. 12.391127" 4. 21.201' 5. 61.710'
 E 1. 17.75' 2. 39.231142" 3. 12.391127" 4. 21.201' 5. 61.710'

STATE OF WYOMING }
 COUNTY OF FREMONT } SS:
 I, JAMES A. FARMING, Clerk of the County of Fremont, do hereby certify that the following plat was approved by the Board of County Commissioners of Fremont County, Wyoming, on this 28th day of August, 1977, by the following vote:
 Ayes 7
 Nays 0
 The foregoing plat was approved by the Board of County Commissioners of Fremont County, Wyoming, on this 28th day of August, 1977, by the following vote:
 Ayes 7
 Nays 0

STATE OF WYOMING }
 COUNTY OF FREMONT } SS:
 I, C. E. SPURLOCK, Jr., do hereby certify that I am a professional engineer and land surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of the ALTA VISTA HEIGHTS Subdivision as laid out, platted, dedicated and shown herein, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the tracts, easements, and streets of said subdivision as the same are stated upon the ground in compliance with Fremont County subdivision regulations governing the subdivision of land.
 In witness whereof I have set my hand this 20th day of August, A.D., 1977.
 C. E. SPURLOCK, JR.
 Surveying Licenses No. 376

STATE OF WYOMING }
 COUNTY OF FREMONT } SS:
 The foregoing certificate was acknowledged before me this 28th day of August, 1977, by C. E. SPURLOCK, JR.
 Witness my hand and official seal.
 JAMES A. FARMING
 Notary Public



STATE OF WYOMING }
 COUNTY OF FREMONT } SS:
 This plat approved by the Board of County Commissioners of Fremont County, Wyoming, this 28th day of August, A.D., 1977, for filing with the Clerk and Recorder of Fremont County and for convenience to the public the public dedications shown herein, subject to the provision that approval is no way obligates Fremont County for financing or constructing of improvements on lands, streets or easements dedicated to the public except as specifically agreed to by the Board of County Commissioners and further that said approval shall in no way obligate Fremont County for maintenance of streets which are not dedicated to the public nor until all improvements shall have been completed to the satisfaction of the Board of County Commissioners and accepted by proper resolution.
 Dated this 28th day of August, A.D., 1977.
 JAMES A. FARMING
 County Clerk and Recorder
 A.D., 1977.

STATE OF WYOMING }
 COUNTY OF FREMONT } SS:
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 Dated this 28th day of August, A.D., 1977.
 JAMES A. FARMING
 County Clerk and Recorder
 A.D., 1977.

ALTA VISTA HEIGHTS
 SUBDIVISION
 LOCATED IN THE
 NEW NW/4 SECTION 14
 T.33N. R.100W. S.20E.
 FREMONT COUNTY, WYOMING

PROTECTIVE COVENANTS
FOR ALTA VISTA HEIGHTS

KNOW ALL MEN BY THESE PRESENTS:

E. L. Gale and Alta M. Gale, husband and wife ("Owner") are the owners of the following lands in Fremont County, Wyoming (PURCHASED LAND".)

All that portion of the proposed Alta Vista Heights Sub-division which is a part of Section 14, Township 33 North, Range 100 West, 6th P.M., consisting of 40 acres.

WHEREAS, OWNER intends to sell, dispose of and convey the PURCHASED LAND and to subject it to the protective covenants, conditions, restrictions and reservations, hereinafter set forth and collectively referred to as "Covenants".

NOW, THEREFORE, OWNER does hereby establish a general plan for the protections, maintenance, development and improvements of the PURCHASED LAND by imposing Covenants for the mutual benefit of the future owners thereof and OWNER.

1. Effect of Covenants. The covenants shall be construed as restrictions attached to the sale of PURCHASED LAND as a covenant running with said land; the Covenants shall hereafter be deemed a part of every deed, grant, conveyance or encumbrance of the PURCHASED LAND to the same effect as if they were set forth in full in each such deed, whether or not so expressly stated therein. Each of the Covenants is created for the mutual benefit of OWNER and all subsequent owners of the PURCHASED LAND, or of other lands hereafter sold by OWNER subject to identical covenants; and all such persons shall be entitled to enforce the Covenants in law or equity in accordance with their several terms and provisions, and each such owner may do so individually or several owners may proceed collectively, against violations of any of the Covenants. They shall be specifically enforceable by a restraining order or injunction to prevent continued violation and also by

Fremont County: Wyo. No. **955755**
Recorded **10**
SEP 9 1977 Book **11** of MICROFILM Page **20**
11 o'clock **AM** James A. Farthing
County Clerk

recovery of damages for previous violations or both.

2. Covenants. The Covenants are as follows:

a. Use. Use of the PURCHASED LAND shall be limited to private residential purposes. No commercial or business use of PURCHASED LAND or residential units thereon shall be permitted, nor shall any commercial or business activities be conducted.

b. Buildings. No duplexes, apartments, or any multi-family buildings shall be constructed. No more than one main residential structure shall be permitted on the PURCHASED LAND, and each such structure shall have habitable floor space, exclusive of basement, porches, and garages, of more than one thousand (1,000) square feet in the case of a one story structure, and more than twelve hundred (1200) square feet in the case of a two-story structure. Appropriate ancillary buildings and garage, with no minimum dimensions may be erected in keeping with the architecture of the main residential building. No used, previously erected, or temporary house, or non permanent out-building shall be placed, erected or maintained on PURCHASED LAND except during construction periods. No dwelling house shall be occupied in any manner prior to its completion. No building may be erected on the PURCHASED LAND nearer than fifty (50) feet to any boundary along the adjacent street, if any, or nearer than thirty (30) feet to any other boundary lines of the PURCHASED LAND. For purposes of this covenant, eaves, steps and open porches shall be considered as part of the building.

c. Land Not to be Split. The PURCHASED LAND is not to be resubdivided into tracts or lots, or conveyed or encumbered in any size less than its original dimension.

d. Construction. Once construction shall have been initiated on any residence or structure, including walls, fences, garages, ancillary buildings or other structure, it shall be completed within eighteen (18) months.

22

e. Certain Vehicles not to be Stored: The following types of vehicles or mobile units shall not be stored or parked on the PURCHASED LAND.

1. any unlicensed or unoperable motor vehicles, trailer, or junked or wrecked vehicle;

11. trailer houses, except for limited purpose of temporarily maintaining a residence during the construction of a building

111. large campers, semi-trailers of any kind, large vans or tractor trucks and other large vehicles.

f. Trash Removed: No part of the PURCHASED LAND shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris, or other wastes, except on temporary basis, and even in the event shall be kept in a sightly and sanitary condition or suitable containers and hauled away at least weekly.

g. No Nuisances: No conditions which constitute or create a nuisance or unreasonable annoyance to OWNER or other owners of lands subject to similar covenants shall be created or permitted to exist; where horses and household pets are maintained, such animals must be so restrained that no interference shall be caused to such other owners and waste water from irrigation or other sources shall be so controlled as to prevent annoyance, damage or injury to adjoining lands.

h. Sewage Facilities: Residential lots shall be modern with respect to plumbing and sewage facilities and open cesspools or outhouses are not permitted. Sealed perimeter evaporation septic fields or their equivalent as approved by the Wyoming Dept. of Environmental Quality, shall be required on each and every lot within the subdivision unless specific on site investigation by one the county septic permit administrators reveals that conditions are favorable to the operation of a normal leach field.

3. Covenants Separately Valid. Invalidation of any of the Covenants by judgment or court order shall in no way effect any of the other Covenants, which shall nevertheless remain in full force and effect.

4. Modification of Covenants. The rights, duties, obligations and restrictions herein created are for the benefit of OWNER and all owners of land acquired from OWNER subject to identical covenants imposed by OWNER, and they are and shall be irrevocable and perpetual unless and until revoked, modified or amended by instruments executed and acknowledged in the form prescribed for the execution of deed by OWNER and the then owner of PURCHASED LAND, who may take such action without the concurrence or agreement of any owners of other land subject to identical covenants.

5. Erosion Control. Erosion control and bank stabilization is a mandatory requirement of each lot owner on all excavation and fill slopes of either more than three (3) feet in vertical height or with a slope ratio exceeding 1:2 (vertical/horizontal). Plans for erosion control and bank stabilization when required by the above criteria, shall be proposed, submitted and approved by the Erosion Control Committee before construction on any lot may begin.

A. General Requirements:

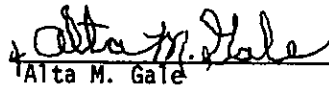
1. All slopes and banks covered by these covenants must be stabilized within 90 days of their creation if mechanical means are to be used or by the end of the next growing season if vegetative means are to be used.
2. Vertical cut and fill slopes with less than a 1:2 ratio (vertical/horizontal) may be stabilized by vegetative means if ample topsoil is or can be made available and stabilized for a sufficient length of time to establish vegetative cover.

3. All cut and fill slopes exceeding ten (10) vertical feet shall be broken with horizontal terraces, a minimum of three (3) feet in width. There shall be one (1) terrace per each ten (10) vertical feet of height.
4. All cut and fill slopes equal to or exceeding a 1:2 ratio (vertical/horizontal) must be stabilized by mechanical means.
5. All cut and fill slopes equal to or exceeding a 1:2 ratio (vertical/horizontal) and ten (10) feet in vertical height must be stabilized by mechanical means and such plans for stabilization must be approved by a licensed civil engineer.

6. Erosion Control Committee. The Erosion Control Committee shall be composed of Dewey Wilkinson, Jerred Nasset and a third person to be selected from the lot purchasers. Plans must be approved by a 2/3 rds majority of the committee.

Executed this 13th day of July, 1977 at Lander,
Wyoming.


E. L. Gale


Alta M. Gale

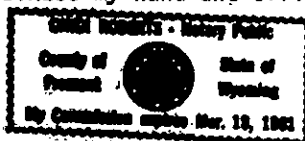
STATE OF WYOMING)

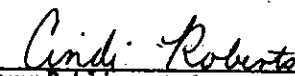
) ss.

COUNTY OF FREMONT)

The foregoing document establishing Protective Covenants was acknowledged before me by E. L. Gale and Alta M. Gale, husband and wife, this 13th day of July, 1977.

WITNESS my hand and official seal.




Cindi Roberts
Notary Public