DECLARATION OF RESTRICTIVE Covenants

FOR

WILLIAM J. VITALI, A REAL ESTATE DEVELOPMENT

Date: April 7, 1975. At 10:00 a.m.

IN COURT. THE HON. JUDGE.

Present: F. O. F. CRUZ.

1. GENERAL PROVISIONS: These covenants are made for the purpose of creating and enforcing such a subdivision, insofar as possible, desirable, attractive, beneficial and permanent, and for the purpose of maintaining and preserving the same, in such a manner as to preserve the beauty and value of the property and for the mutual benefit and protection of the owners of lots in the subdivision.

2. USES: Each lot in the subdivision containing less than one acre shall be used for one single family residence. Garages or carports may be erected.

3. APPRAISAL OF CONSTRUCTION PLANS: No building or other structure shall be constructed, erected, or maintained on any lot, nor shall any additions thereto or change or alteration therein be made until the complete plans and specifications have been submitted to the Grants and by them approved in writing.

The Grants reserve the right to designate the subdivision and improvements Association, through its Board of Governors and/or its architectural Committee, to act for Grantees in the approval of said plans and specifications for enforcing this restriction and the said Wildflower Vista Improvements Association shall have all power and authority as reserved to Grantees for the administration and carrying out of this reservation and restriction.

4. EASEMENTS: Easements and right of ways are hereby reserved as shown on the recorded plat of the subdivision. There are in addition 10 foot easements reserved along lot boundaries for water and all other utilities.

5. LIVESTOCK: No animals, livestock, horses, or poultry (except for dogs, cats, and other household pets for enjoyment and not for commercial purposes) shall be kept, raised, or bred in the subdivision except that Grantees may at their discretion allow horses on lots containing more than one acre.

6. FENCES: Fences may be erected but the location, size, and color must be approved by the Grants or the Architectural Committee.

7. TRAFFIC: Living trees existing upon a lot, except to the extent needed for construction purposes, shall not be cut, trimmed or removed from the property except that the Grantees may approve some thinning or trimming if it seems desirable.

8. REFUSE DISPOSAL: Each lot shall at all times be kept in a clean, neat, and wholesome condition. No trash, litter, junk, boxes, containers, bottles, containers, caskets, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot so that they are visible from any neighboring lot or road, except as necessary during the period of construction.

9. MUNICIPAL AND FIREPROOF: No poisonous or offensive activity shall be carried on within the subdivision, nor shall anything be done or permitted which shall constitute a public nuisance therein; nor shall any firearms be discharged within the subdivision.

10. FLOOD PLAIN: Any fence installed across any natural drainage way must be a swelling nature to prevent restriction of run-off in case of flooding. No structure except that necessary in the development of domestic water utilization shall be allowed in an area of possible flooding.
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11. TEMPORARY STRUCTURES: No temporary structure, excavation, basement, trailer or tent shall be permitted in the subdivision, except as may be determined to be necessary during construction and specifically authorized by Grantors.

12. CONTINUITY OF CONSTRUCTION: All structures commenced in this subdivision shall be completed within twelve months of commencement unless another exception is granted in writing by the Grantors.

13. AMENDMENTS: The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be amended, abandoned, terminated, or amended except by written consent of the owners of 75% of the aforesaid affected lots included in the boundaries of the Wildflower Vista Subdivision.

14. TIME: The restrictions and limitations herein set forth are to be construed as covenants running with the land and shall be binding on all parties and on all persons claiming any part of the above-described real property for a period of twenty-five (25) years from the date these covenants are recorded in the office of the Clerk and Recorder of Natrona County, State of Wyoming, after which time they shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the real property remained in the Wildflower Vista Subdivision has been recorded in the office of the said County Clerk and Recorder, agreeing to continue said covenants in whole or

15. FURTHER: The provisions herein contained are for the benefit of each and all of the said lots and the same shall operate as covenants running with the land and shall inure to the benefit of and be binding upon Grantors and the purchasers and subsequent owners of each of said lots. Violations of said provisions, conditions, restrictions, or covenants shall be deemed to be a breach of the covenants and conditions contained herein, and the same shall be deemed a violation of any manner or trespass for or by reason of such entry, assignment or removal.

16. SEVERABILITY: If any one of the restrictions or limitations herein set forth by judgment or court shall in any wise affect any of the other provisions which shall remain in full force and effect.

Made, dated, and signed the 26th day of Oct. 1974

[Signatures]

STATE OF WYOMING

CITY OF BATON

The foregoing instrument was acknowledged before me this 26th day of Oct. 1974, by X. Brown and Lillian A. Brown

[Signature]