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FO 168152 JOHN T. BOYD COUNTY CLERK

DECLARATION OF RESTRICTIVE COVENANTS
FOR
WILDFLOWER VISTA, A REAL ESTATE SUBDIVISION

Edna M. Bruhn and Lillian A. Bruhn hereinafter referred to as grantors are the owners of the real property described as Wildflower Vista, a subdivision of Lots 1 & 2 and the NE 1/4 and Portions of the SE 1/4 NW 1/4 and the NE 1/4 all in Section 14 Township 32 North, Range 79 West of Sixth Principal Meridian, Natrona County, Wyoming, hereby make and declare the following limitations, restrictions, and uses upon and of such real property as restrictive and protective covenants running with the land, and as binding upon Grantors and upon all future owners of any part of such real property as long as these restrictive and protective covenants shall remain in force.

- 1. GENERAL PURPOSE:** These covenants are made for the purpose of creating and keeping the subdivision, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearance; and guarding against fires and unnecessary interference with the natural beauty of the subdivision; all for the mutual benefit and protection of the owners of lots in the subdivision.
- 2. USES:** Each lot in the subdivision containing less than four acres shall be used for one single family residence. Garages or carports may be erected.
- 3. APPROVAL 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 Grantors and by them approved in writing. The Grantors reserve the right to designate the Wildflower Vista Improvements Association, through its Board of Governors and/or its architectural Committee to act for Grantors in the approval or rejection of said plans and for the enforcement of this restriction and the said Wildflower Vista Improvements Association shall have all power and authority as reserved to Grantors for the administration and carrying out of this reservation and restriction.
- 4. EASEMENTS:** Easements and right of ways are hereby reserved as shown or described 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 Grantors may at their discretion allow horses on lots containing more than four acres.
- 6. FENCES:** Fences may be erected but the location, design, material, and color must be approved by the Grantors or the Architectural Committee.
- 7. TREES:** Living trees existing upon a lot, except to the extent needed for construction purposes, shall not be cut, trimmed or removed from the properties except that the Grantors 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, motor vehicles, cars, 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. NUISANCE AND FIREARMS:** No noxious 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 of a swinging 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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Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

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 some exception is granted in writing by the Grantors.

13. AMENDMENT: The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, 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. TERM: 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 presents 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 contained in the Wildflower Vista Subdivision has been recorded in the office of the said County Clerk and Recorder, agreeing to change said covenants in whole or in part.

15. ENFORCEMENT: The provisions herein contained are for the benefit of each and all of said lots and are and 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. A violation of said provisions, conditions, restrictions or covenants shall warrant the Grantors or any other lot owners to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief, and if such relief be granted, the Court may, at its discretion, award to the plaintiff his court costs and reasonable attorney's fees.

In addition thereto, Grantors shall have the right to enter upon the lot or lots on which, or as to which violations or breach exists, and summarily to abate or remove, at the expense of the owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning hereof, and Grantors shall not be deemed guilty of any manner or trespass for or by reason of such entry, abatement or removal.

16. SEVERABILITY: Invalidation of any one of the restrictions or limitations herein set forth by judgment or court shall in no wise effect any of the other provisions which shall remain in full force and effect.

Made, dated, and signed the 24th day of Oct. 1974

Lillian A. Bruhn
Otto E. Bruhn

STATE OF WYOMING

COUNTY OF NATRONA

ss.

The foregoing instrument was acknowledged before me this 24th day of October 1974 by Otto E. Bruhn and Lillian A. Bruhn

James H. Carpenter, Notary Public
County of Natrona, State of Wyoming
My Commission Expires Jan. 22, 1977

James H. Carpenter

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