DECLARATION OF RESTRICTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MOUNTAIN VIEW PARK II
SECOND ADDITION

356179

ABSTRACTED
INDEXED
RECORDED

Mountain View Development Company, A Partnership, acting by and through its duly authorized agents, Blaine J. Rees and LaVerl Simmons general partners, hereinafter called the "Declarants" WITNESSETH:

WHEREAS, the declarants executing this Declaration of Restrictive Covenants, Conditions and Restrictions, are the owners, of all the lots contained in a certain subdivision located in Uinta County Wyoming, Town of Mountain View, to be filed in the office of the County Clerk.

THE DECLARANTS, hereby make the following declarations as to limitations, restrictions and uses to which the Lots and Tracts included therein may be put, hereby specifying that said land, as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitation upon all future owners thereof, the Declaration of Restrictions being designated for the purpose of keeping amd maintaining the use and development of the real property desirable, uniform and suitable as herein specified, and

NOW, THEREFORE, the declarants hereby declare that said lots, and each of them, shall be held, transferred, sold, conveyed, used, improved, occupied, and held subject to these covenants, restrictions, easements, charges and liens, as hereinafter set forth.

1. PROPERTY SUBJECT TO COVENANTS: All of said restrictions covenants, conditions, provisions, and agreements are made for the mutual reciprocal benefit of each and every lot shown on that certain plat known as Mountain View Park II, Second Addition.

2. ARCHITECTURAL CONTROL: No building shall be erected placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

3. LAND USE AND BUILDING TYPE: All lots in Mountain View Park II, Second Addition shall be used exclusively for residential purpose for mobile home dwellings. Lots 1 through 25, inclusive, of Mountain View Park II, Second Addition shall be used for either double wide or single wide mobile homes shall be in accordance with all of the applicable rules, regulations, ordinances, and laws promulgated by the Town of Mountain View, Wyoming. The County of Uinta, Wyoming, and/or by the State of Wyoming. No other structures other than a double or single wide mobile home and a garage and/or storage building shall be permitted on the lot. The garage may either be attached or detached from the mobile home as the owner of such lot determines. All Building shall be designed in a character in keeping with the landscape and style of the area. Only single family dwellings shall be permitted in Mountain View Park II, Second Addition.

4. MOBILE HOME CONTROL: No mobile home may be placed on any lot until approved in writing by the Association as to size, condition, and appearance. Said mobile home shall have all wheels removed and shall be permanently attached to the foundation. Said mobile home must have complete sanitary facilities, including among others, a lavatory, toilet, wash basin, tub or shower, kitchen sink, and must be connected to water and sewage outlets in conformity with city and state health requirements.

No mobile home having less than two hundred (200) square feet of living area, and not less than eight (8) feet in width for at least forty (40) feet of its length, exclusive of cabanas, ramadas, awnings, porches and carports, shall be permitted on any lot.

Any gap between the ground level and the mobile home must be covered or skirted within two (2) months after installation of the mobile home and the covering material must receive Association approval.

5. RESIDENCE SIZE, HEIGHT AND LOCATION: The maximum and minimum area of enclosed dwelling area, together with the height restrictions of two story maximum above the ground shall be subject to the regulations of the architectural committee. Such determination shall be made depending upon structures on adjoining lots, location of the structure within the subdivision, location of trees, shrubberies and view of the proposed dwelling.

6. COMPLETION OF CONSTRUCTION: The exterior of all houses and other structures must be completed within one (1) year after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

7. PROHIBITED ACTIVITIES: No business or profession of any nature shall be conducted on any lot, and no building or structure intended for or adapted to business or professional purposes, not any apartment house, hotel, duplex house, lodging house, rooming house, church, meeting hall, like uses shall be erected, placed, permitted or maintained upon any lot, said lots being intended for residence purposes only. These restrictions shall not preclude cultural activities in the homes, such as painting, sculpturing, writing, music, and similar cultural activities, even if such activities may bring renumeration to the person or persons participating therein.

8. FENCES: Fences shall be treated as improvements, and shall be of wood construction or chain-link fence, with the understanding that no sharp steel posts or barbed wire shall be used.

9. LANDSCAPING STRUCTURES: In the construction of authorixed improvements on any property, care shall be exercised not to unduly disturb the natural landscaping thereof, and within one (1) year after construction of such improvements, the landscaping disturbed or destroyed during construction shall be restored by the planting of grasses, trees or shrubbery of appropriate character and type. No excavation or fill which would be visible from neighboring property shall be created or made upon any lot.

10. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or

permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances or such sight lines.

11. LIVESTOCK AND PETS: No cattle, sheep, goats, pigs, rabbits, poultry or horses, or livestock of any other description shall be kept or maintained on any part of said property, with the exception of dogs, cats or other animals which are bona fide house pets. Horses shall be allowed on the property, but shall neither be stabled or pastured thereon.

12. DIVISION OF LOTS: No lot shall be subdivided in any manner.

13. UTILITIES: Insofar as is practicable, all electric, telephone, sewer, water and all other utility installations and connections from the property line of each lot to the structures located on the lot shall be placed beneath the ground.

14. COMBINATION OF LOTS: Two or more contiguous lots, if owned by the same owner, may be combined as one lot for the purposes of applying the covenants and restrictions herein contained, provided that such record owner makes such election in writing and the same is duly recorded in Uinta County, Wyoming.

15. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot with a ten foot easement on all outside lots. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of power and telephone utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for these improvements for which a public authority or utility company is responsible.

16. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas built and designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used.

17. WATER AND SEWERAGE SERVICE: All individual lots must have at least one hook-up to the Mountain View Town water and sewer system. All fees required by said Town must be paid by lot owners. If two or more lots are owned by the same owner, a separate water hook-up shall be required for each lot owned.

PART B. ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP: The Architectural Control Committee is composed of Ralph Darley, Grant Beagley and LaVerl Simmons. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority

to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

2. PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. TERM: All of the provisions, restrictions, covenants and conditions set forth in this declaration shall affect each and all of the lots contained in the subdivision and shall run with the land, and shall exist and be binding for a period of ten (10) years from the date hereof; provided, however, that these covenants shall be automatically extended for successive ten (10) year periods following the original ten year period, unless a notice of termination is executed by the owners of seventy-five per cent (75%) of the lots subject to these restrictions and filed with the office of the County Clerk for Uinta County, Wyoming.

PART C. GENERAL PROVISIONS

1. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any persons or person violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

3. ADDITIONAL FILINGS: The right is hereby reserved by the declarants to include, from time to time, additional land within the Mountain View Park I, First Addition, as additional filings by filing with the County Clerk for Uinta County, Wyoming, a plat describing such additional land with a declaration referring to the above recited restrictive covenants subjecting such additional land to the covenants and conditions hereof.

4. HOMEOWNERS ASSOCIATION: A nonprofit Homeowners Association will be created by the declarants, and every person or entity who is a record owner of a fee interest in any lot which is subject by covenants of record to assessment by the association shall be a member of the association provided, that for any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The rights, duties, assessments and other obligations of the Homeowners Association shall be governed by these restrictive covenants and by the certificate of incorporation and bylaws adopted by such association.

PART D. SUBDIVISION UNIT AGREEMENT

1. The Subdivider covenants and agrees that these restrictions limitations and uses to which the lots and tracts included

therein may be put, hereby specifies that said land as provided by law shall be binding upon all parties for the benefit of and limitation upon all future owners.

EXECUTED this 1st day of August 1980.

MOUNTAIN VIEW DEVELOPMENT COMPANY
Partnership

By _____
Blaine J. Rees, General Partner

By _____
LaVerl Simmons, General Partner

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF UINTA)

The foregoing instrument was acknowledged before me by Blaine J. Rees and LaVerl Simmons on this 1st day of August, 1980.

_____
Notary Public

My Commission Expires.

June 3, 1984

THE STATE OF WYOMING
COUNTY OF UINTA } SS
FILED FOR RECORD IN MY OFFICE 11/24/80
AT 4:05 O'CLOCK P.M. AND RECORDED IN
BOOK 323 OF Mortgages PAGE 492
JOYCE HOLMES
County Clerk Ex-Officio Register of Deeds
_____