DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - VISTA WEST OWNERS' ASSOCIATION, INC. (VISTA WEST NO. 1)

KNOW ALL MEN BY THESE PRESENTS: THAT the following covenant, conditions and restriction, Vista West No. I, was amended by 2/3 of the owners.

Article V - Section 6 currently reads as follows: 6. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate, except as hereinafter provided, for all lots and may be collected on a monthly basis or such other basis as agreed upon by the Board of Directors; provided that the portion of the Association's costs allocable to the irrigation and drainage system shall be prorated among the lots in accordance with the schedule prepared by the Association and attached thereto, it being recognized that the lots will not benefit equally from the irrigation system.

AMENDED TO READ:

Article V - Section 6:
Uniform Rate of Assessment: Annual owners' fees, annual irrigation fees for maintenance, and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis or such basis as agreed upon by the Board of Directors. The assessment for irrigation and drainage systems for lot 1 through 37 of Vista West No. 1 shall be fixed at a uniform rate as described by the Board of Directors. (The area's maintenance assessment for the irrigation and drainage system is in addition to the yearly assessment for the delivery of water assessed by the Casper-Atoka Irrigation District through the County.)

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set his hand and seal this 7th day of July, 1999, for this covenant amendment.

Elizabeth M. Hopp
Secretary

By: Kenneth P. Dabney
President

STATE OF WYOMING
)

COUNTY OF NATRONA

The foregoing instrument was subscribed, sworn to and acknowledged before me by the President, on behalf of Vista West Owners' Association, Inc., this ______ day of May, 1999.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:__________

Vista West Owners Assoc
7402 Fiddler Ch Rd.
Casper, WY 82604

MARY ANN COLLINS
Notary Public

RECORDED 8-7-98

MARLY-CLERK, WY

31.50
AMENDMENT: DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS - VISTA WEST OWNERS' ASSOCIATION, INC. (VISTA WEST I) 1999

Proposed change: Article V - Section 6:
6. Uniform Rate of Assessment. Annual owners’ fees, annual irrigation fees for maintenance, and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis or such basis as agreed upon by the Board of Directors. The assessment for irrigation and drainage systems for lot 1 through 37 of Vista West No. 1 shall be fixed at a uniform rate as described by the Board of Directors. (The area's maintenance assessment for the irrigation and drainage system is in addition to the yearly assessment for the delivery of water assessed by the Casper-Alcova Irrigation District through the County.)

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Proposed amount set per irrigated lot (lots 1 through 37) for 1999 is $30.00.

An amendment takes a 2/3rd quorum of Owners' signatures to pass this issue. (28 positive votes)

SIGNATURES OF OWNERS:

for a positive vote for this amendment

<table>
<thead>
<tr>
<th>Lot Number</th>
<th>Date</th>
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<tbody>
<tr>
<td>23</td>
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<tr>
<td>43</td>
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<td>32 43</td>
<td>4-5-99</td>
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</tbody>
</table>

Page 1 of 5
AMENDMENT: DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS - VISTA WEST OWNERS' ASSOCIATION, INC. (VISTA WEST D), 1999

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An amendment takes a 2/3rd quorum of Owners' signatures to pass this issue. (28 positive votes)

SIGNATURES OF OWNERS: for a positive vote for this amendment change. (Each lot has 1 vote)

<table>
<thead>
<tr>
<th>Lot Number</th>
<th>Date</th>
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<tbody>
<tr>
<td>1</td>
<td>Mary Williams and Stan Williams 19 4-27-99</td>
</tr>
<tr>
<td>2</td>
<td>Mary Lee 13 4-28-99</td>
</tr>
<tr>
<td>3</td>
<td>Debbie Harding and Jerry Harding 13 4-28-99</td>
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<td>4</td>
<td>Paul Donovan and Donna Donovan 21 5-2-99</td>
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<tr>
<td>5</td>
<td>Lagrange and Harry Gohagan 15 5-3-99</td>
</tr>
<tr>
<td>6</td>
<td>Tony Thomas and 17 5-6-99</td>
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<tr>
<td>7</td>
<td>Mary Maloney and 15 5-3-99</td>
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<tr>
<td>8</td>
<td>Sue Rooty 14 5-3-99</td>
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<tr>
<td>9</td>
<td>G. B. Vanfossen and 16 5-3-99</td>
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<td>10</td>
<td>and 16 5-3-99</td>
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<td>11</td>
<td>and 16 5-3-99</td>
</tr>
</tbody>
</table>

Page 7 of 4 pages
Proposed changes: Article V - Section 6:

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<table>
<thead>
<tr>
<th>Lot Number</th>
<th>Date</th>
<th>Owners</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>7/4/99</td>
<td>James Blackburn</td>
</tr>
<tr>
<td>28</td>
<td>3/26/99</td>
<td>Harold D. Cons</td>
</tr>
<tr>
<td>30</td>
<td>4/25/99</td>
<td>Floyd Carter</td>
</tr>
<tr>
<td>35</td>
<td>5/5/99</td>
<td>Annice Long</td>
</tr>
<tr>
<td>29</td>
<td>4/25/99</td>
<td>Richard Baldwin</td>
</tr>
<tr>
<td>51</td>
<td>5/1/99</td>
<td>Michael D. Long</td>
</tr>
<tr>
<td>5</td>
<td>5/1/99</td>
<td></td>
</tr>
</tbody>
</table>

Page 3 of 4 pages.
AMENDMENT: DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS - Vista West Owners' Association, Inc., Vista West, 1999

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Proposed amount set per irrigated lot (lots 1 through 37) for 1999 is $38.00.

An amendment takes a 2/3rd quorum of Owners' signatures to pass this issue. (28 positive votes)

SIGNATURES OF OWNERS: for a positive vote for this amendment change. (Each lot has (1) vote)

<table>
<thead>
<tr>
<th>Lot Number</th>
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<tbody>
<tr>
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<td>4/22</td>
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<td>#9</td>
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<tr>
<td>#10</td>
<td></td>
</tr>
<tr>
<td>#11</td>
<td></td>
</tr>
</tbody>
</table>

Page 4 of 4 pages.
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
VISTA WEST NO. 1

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS Western Land & Development Company,

a Wyoming corporation, is the owner of all that certain real

property situate in Natrona County, State of Wyoming, known and

described as Vista West No. 1, a subdivision of Natrona County,

Wyoming, comprising a portion of the SE\(^{\text{1/4}}\) and a portion of the

SW\(^{\text{1/4}}\) of Section 33, Township 34 North, Range 80 West, 6th P.M.

as described on Exhibit "A" attached hereto (hereinafter referred

to as the "Subdivision") and as shown on the plat and dedication

thereof duly recorded in the office of the County Clerk of Natrona

County, State of Wyoming, in Book 214 of Maps at 29, and

WHEREAS, in order to insure the use and development

of said property for exclusive residential purposes only, to

prevent the impairment of the attractiveness of said property

for such purposes, and to maintain property values therein, the

undersigned desires hereby to make and impose upon said real

property the restrictions and limitations hereafter set forth.

NOW THEREFORE, for and in consideration of the premises,

Western Land & Development Company, a Wyoming corporation ("Western"),

does hereby and by these presents make, publish, declare and impose

upon all of the real property situate and included within the Sub-

division the following restrictions and limitations governing the

use and development of all lots within the Subdivision, and does

hereby specify and declare said restrictions and limitations shall

be and constitute covenants running with all of the land in the

Subdivision, shall be effective upon the sale of the first lot in

the Subdivision and shall be binding upon the undersigned and all
persons claiming under it from and after the first lot sale, and shall be for the benefit of, as well as limiting and restricting, all future owners of lots within the Subdivision, to wit:

ARTICLE I

DEFINITIONS

1. **Residential Lots**: All of the subdivision lots designated on the recorded plat of the subdivision by lot number shall be single family residential tracts.

2. **Vista West**: The words "Vista West" as used in these covenants shall mean all of the lands included within this Subdivision. Any lands added to Vista West No. 1 by Western in accordance with this instrument and expressly made subject to this Declaration by written amendment filed in the office of the Natrona County Clerk shall thereafter be deemed a part of the Subdivision for purposes of the application of this Declaration.

3. **Association**: Shall mean and refer to Vista West Owners' Association, Inc., a non-profit Wyoming corporation, its successors and assigns.

4. **Owner**: Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

5. **Properties**: Shall mean and refer to that certain real property in the Subdivision hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

6. **Common Area**: All property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first
lot and which shall be conveyed by Western to the Association prior

to sale, by contract or otherwise, of the first lot, is described

as follows:

(a) The surface irrigation water system

presently existing on and over the Sub-

division, whereby water is provided

through the Casper Alcova Irrigation

District, including ditches, as reflected

on the subdivision plat, easements there-

for, ditch rights and water rights appur-

tenant to the properties.

(b) Streets, roads and thoroughfares as shown

on the Subdivision plat for the purpose of

maintaining, improving and providing access

to the lots.

7. Western: Shall include Western Land and Development

Company, its successors and assigns if such successors or assigns

should acquire more than one undeveloped lot from Declarant for

the purpose of development.

ARTICLE II

VISTA WEST OWNERS ASSOCIATION

1. Membership in Vista West Owners Association: All

persons, corporations, or associations who own or acquire the

title in fee to any of the land (other than lands dedicated as

public roads), by whatever means acquired, shall automatically

become members of the Association, a Wyoming corporation not for

profit, in accordance with the Articles of Incorporation of said

Association as presently in effect and filed with the Secretary

of State of Wyoming and as the same may be duly amended from time
to time.

ARTICLE III

PROPERTY RIGHTS

1. Owners' Easements of Enjoyment. Every Owner shall have

a right and easement of enjoyment in and to the Common Area, which

shall be appurtenant to and shall pass with the title to every lot,
subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the use and maintenance of the Common Area or any part thereof.

(b) The right of the Association to suspend voting rights of, and the use of any of the Common Area, by an Owner for any period during which any assessment against the Owner's lot is due but unpaid. Utilization of the Common Area and suspension of voting rights may be enforced for a period not to exceed sixty (60) days and for any infraction of the published rules and regulations of the Association.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and upon such conditions as agreed to by the members of the Association. Provided, however, no such dedication or transfer shall be effective unless a resolution has been adopted by two-thirds of each class of members who cast votes in person or in proxy at a meeting duly called for such purpose.

2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area to the members of his family, his tenants, invitees, guests or contract purchasers.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of Western and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall
be members; provided, however, there shall
exist only one vote for each lot which
vote shall be exercised as the owners of
the lot determine.

Class B. The Class B member shall be
Western and Western shall be entitled to
three (3) votes for each lot owned. The
Class B membership shall cease and be con-
verted to Class A membership (i.e. one vote
for each lot owned) on the happening of
either of the following events, whichever
occurs earlier:

(a) when the total votes outstanding in the
Class A membership equal the total votes
outstanding in the Class B membership, or

(b) on the 1st day of August, 1980.

In the event of an annexation of lands included in Exhibit "B"
in accordance with Article XI, paragraph 5(a), the lots shall be
entitled to Class B membership subject to conversion in accordance
with subparagraphs (a) and (b), above.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assess-
ments. Western, for each lot owned by it within the Properties,
hereby covenants, and the Owner of each lot, his heirs, successors
and assigns, by acceptance of a deed or execution of a contract to
purchase therefor, whether or not expressed in such deed or contract,
is and shall be deemed to covenant and agree to pay to the Associa-
tion:

(1) annual assessments or charges, and

(2) special assessments for capital improvements, such
assessments to be established and collected as hereinafter pro-
vided. The annual and special assessments, together with interest,
costs and reasonable attorney’s fees, shall constitute a charge
on the land and shall be a continuing lien upon the lot (being
deemed to be each lot shown on the original Subdivision plat).
against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of the lot at the time the assessment was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, though the lien shall, in any event, continue as a charge against the lot despite a transfer of title.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents within the Properties and for the improvement and maintenance of the Common Area.

3. Maximum Annual Assessment. Until January 1 of the year immediately following the date of the conveyance of the first lot to an Owner, the maximum annual assessment shall be Three Hundred Sixty Dollars ($360.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 6% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 6% by a vote of two-thirds (2/3) of each class of members who cast votes in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or
replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment for capital improvements shall have the assent of two-thirds (2/3) of the votes of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Any Action Authorized Under Sections 1(c), 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 1(c), 3 or 4, above, shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the meeting originally called for such purpose.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate, except as hereinafter provided, for all lots and may be collected on a monthly basis or such other basis as agreed upon by the Board of Directors; provided that the portion of the Association costs attributable to the irrigation and drainage system shall be prorated among the lots in accordance with a schedule prepared by Western and attached hereto, it being recognized that the lots will not benefit equally from the irrigation system. It is further provided that the assessment for all lots (including those annexed under Article XI) owned by
Western upon which no improvements have been constructed shall be fixed at no more than one-third (1/3) of the assessment rate for other lots, except that such lots shall be chargeable with the full amount of the pro rata irrigation assessment as provided above.

7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the date of the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period (which unless changed by the Board of Directors shall be the calendar year); provided, however, failure of the Board to fix an assessment within the time provided therefor shall not preclude the Board thereafter fixing an assessment for the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the due date.

The due dates shall be established by the Board of Directors. The Association shall, upon demand of the Owner or a person authorized by the Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.


Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8 percent per annum. The Association may at its option bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided
for herein by non-use of the Common Area or abandonment of his
lot.

9. Subordination of the Lien to Mortgages: The lien of
the assessments provided for herein shall be subordinate to the
lien of any first mortgage. Sale or transfer of any lot shall
not affect the assessment lien. However, the sale or transfer
of any lot pursuant to mortgage foreclosure or any proceeding in
lieu thereof shall extinguish the lien of such assessments as to
payments which become due prior to such sale or transfer. No such
sale or transfer shall relieve such lot from liability for any
assessments thereafter becoming due or from the lien thereof.

ARTICLE VI
ENVIRONMENTAL COMMITTEE

1. Environmental Committee: The Environmental Committee
("Committee") shall mean the Board of Directors of the Association,
as said Board of Directors is presently constituted and shall be
constituted from time to time in the future or a separate Commit-
tee composed of three (3) or more members named by such Board of
Directors. Said Committee shall have and exercise all the powers,
duties, and responsibilities set forth in this instrument.

2. Approval by Environmental Committee: No improvements,
including but not limited to dwelling houses, barns or stables,
swimming pools, tennis courts, ponds, flag poles, antennas, fences,
walls, garages, drives, parking area, curbs, and walks, shall be
constructed or altered nor shall natural vegetation be altered
or destroyed unless plans for such construction or alteration be
approved in writing by the Committee prior to the commencement
of work. If the Committee fails to take action within thirty (30)
days after plans for such work have been submitted, then all of
such submitted plans shall be deemed to be approved, so long as
such improvements comply with the restrictive covenants herein set forth as minimum restrictions. In the event the Committee shall disapprove the plans, the person or association submitting such plans may appeal to the next annual or special Association membership meeting. At such meeting a vote of two-thirds (2/3) of each class of members casting votes in person or proxy shall be required to overturn the decision of the Environmental Committee.

3. Variances: Where circumstances, such as topography, property lines, location of trees, vegetation, or other physical interference requires, the Committee may, by a two-thirds (2/3) vote, allow reasonable variances to the covenants herein contained.

4. General Requirements. The Committee shall exercise its best judgment with respect to all construction, landscape improvement and alterations within the Subdivision in an effort to provide improvements that are complimentary to the natural surroundings and existing structures with the visual design, materials, color, site location, height, topography, driveway, grade, and finished ground elevation. The Committee shall protect the seclusion of each home location from other sites insofar as possible.

5. Preliminary Approvals. Persons or associations who anticipate constructing improvements or causing improvements to be constructed within the Subdivision must own land in Vista West, provided, that persons who contemplate the purchase of land may submit a preliminary design of improvements to the Committee for informal review. The Committee shall not be committed or bound by any informal review until complete design plans are submitted and approved or disapproved but shall endeavor where practical to suggest such changes or alterations as may be required prior to final approval.

6. Plans: The Committee shall disapprove any plans
submitted which are not sufficient for them to exercise the judgment required by those covenants.

7. Committee Not Liable: The Committee shall not be liable in damages to any person or association submitting any plans for approval, or to any owner or owners of lands within the Subdivision by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or association acquiring the title to property in the Subdivision, or any person or association submitting plans to the Committee for approval, by so doing does agree and covenant that he or it will not bring any action or suit to recover damages against the Committee, its members as individuals, advisors, employees, agents, or developer.

8. Written Records: The Committee shall keep for at least three (3) years complete records of applications submitted to it (including one set of all architectural plans so submitted) and actions of approval or disapproval and other actions taken by it under the provisions of this instrument.

ARTICLE VII
GENERAL RESTRICTIONS ON ALL LOTS AND TRACTS

1. Zoning Regulations: No land within the Subdivision shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Natrona County, Wyoming.

2. Uses: Each lot within the Subdivision shall be utilized for one single family residential site only.

3. Prohibited Activities: Except that the dwelling on any lot in the area may be leased by the owner or owners thereof for rental income purposes, no business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature, whether or not conducted for a profit, shall be operated, maintained, or
conducted on any lot in the area or on any improvement erected or placed therein, nor shall any dwelling, or any part thereof, be used as a boarding or rooming house, nor shall any mining or quarrying operations or operations for drilling of any oil or gas well be conducted or permitted in the area, nor shall any signs, billboards or advertising devices, except as hereinafter provided, be erected, placed or permitted to remain on any lot in the area.

4. Signs: One "For Rent" or "For Sale" sign, which shall be no larger than six (6) square feet, shall be permitted. One entrance gate sign identifying the owner or occupant of the property, of a style and design as approved by the Committee, shall be permitted; otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted on any tract or lot.

5. Animals and Livestock: It shall be permissible for the owners of a lot, in addition to household pets, to own and maintain on the lot one horse or one cow per irrigated acre owned by them or one horse or cow for each five acres of dry land. For purposes of this restriction three sheep shall be considered equivalent to a horse or cow. Except as herein specified no other animals, livestock or pets shall be deemed a permissible use. In the event the Committee should determine that animals maintained on a lot, even though permissible within this provision, have become or constitute a nuisance to other owners in the Subdivision the Committee is granted the authority to restrict such use in such manner as it deems appropriate.

6. No Resubdivisions: No lot reflected on the recorded plat shall be resubdivided into smaller tracts or lots nor conveyed or encumbered unless the entire lot is so conveyed or encumbered;
however, conveyances or dedications of easements for utilities or private lanes or roads may be made.

7. Combining Tracts: If two or more contiguous residential tracts are owned by the same owner or owners, they may be combined into one or more larger residential tract by means of a written document executed, acknowledged and approved by the Owner and the Environmental Committee, and recorded in the real property records of Natrona County, Wyoming. Thereafter, the new and larger lot or tracts shall each be considered as one lot for the purpose of these covenants.

8. Service Yards and Trash: Clothes lines, service equipment, trash, woodpiles, or storage areas shall be screened by planting or fencing to conceal them from view of neighboring lots, drives and roads. All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate.

9. Underground Utility Lines: All water, gas and telephone lines within the limits of the Subdivision shall be underground except such necessary above ground facilities as may be incident thereto. It shall be permissible for electric utilities and cable television services to be installed above ground. Utilities shall, where possible, be installed within road right-of-way or easements as indicated.

10. Fences: All fences on road frontage and side fences running back along the property line to a point even with the front of the residential structure on said lot shall be of rail or other suitable open wood construction approved by the Environmental Committee. The remaining side and back fences may be woven or barbed wire. If the fences are not woven wire, a minimum of four (4) strands must be used. Posts for all fences shall be spaced no more than a maximum of one (1) rod apart. Where fences
Article VIII

Restrictions on Residential Tracts

1. Number and Location of Buildings: No buildings or structures shall be placed, erected, altered, or permitted to remain on any residential lot other than:

   (1) one detached single-family dwelling;
   (2) an attached or detached garage; and
   (3) a service type barn, stable or shed.

   No dwelling shall be placed, erected, altered, or permitted to remain on any residential lot or location except as permitted by the Committee.

2. Mobile Homes: Mobile homes of double width (not less than twenty-four (24) feet wide) shall be deemed to be within the definition of a single family dwelling (assuming the square footage requirements of paragraph 4, below, are met and approval is secured from the Environmental Committee) if the mobile home is placed on a solid and sightly concrete or concrete block foundation and all portions of the running gear are completely removed. Modular or component houses are also acceptable provided they are placed on a similar foundation.

3. Minimum Setback Requirements: Each building on a lot shall have minimum setback distances measured from the lot lines to the nearest wall of such structure, as follows:

   (a) front and side setbacks - forty (40) feet;
   (b) rear setback - twenty-five (25) feet.
4. **Square Footage:** The ground floor (1st floor) area of the single family dwelling, exclusive of porches, carports or garages, shall not be less than 1,000 square feet for a one-story dwelling. Where a single family dwelling contains more than one level (including split level or tri-level) the first two (split) levels shall equal no less than 1,200 square feet of floor area.

5. **Towers and Antennas:** No towers or radio or television antennas higher than three feet above the highest roof line of the dwelling house shall be erected on any residential tract, and all such towers and antennas must be attached to the dwelling.

6. **Landscape Development:** All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover. Irrigated areas may be cropped or planted to pasture.

7. **Tanks:** Elevated tanks shall not be erected or permitted upon any lot, except such elevated storage tanks as may be necessary for the Vista West water system and one gasoline and one diesel fuel storage tank per lot, such fuel tanks to have a capacity of no greater than 500 gallons each, and provided that such fuel tanks are located in the rear yards and at least thirty (30) feet distant from any building. Any tank used in connection with a dwelling or other structure shall be a part of the structure as approved by the Committee or shall be located in the rear yard behind the dwelling, and shall be fenced.

8. **Used or Temporary Structures:** No temporary house, mobile home, basement, trailer, or other structure of a non-permanent nature shall be allowed on any lot as a place of residence or habitation either permanently or temporarily, except during construction periods, and no new dwelling shall be occupied in any manner prior to its completion. Construction of any new residential structures
or outbuildings shall be completed in no more than one year from
the date construction commences.

9. **Off-Street Parking:** Each dwelling shall be constructed
with adequate off-street parking area for at least two automobiles
per residence. No parking shall be allowed within the boundaries
of any road rights of way. No trailers, campers, motor or mobile
homes, boats, snowmobiles, snowmobile trailers or similar vehicles
of any kind shall be allowed to be parked or stored on any lot
except in the rear portion thereof. For purposes of this para-
graph "rear portion" is defined as that portion of a lot which has
as its front boundary a line parallel with the road fronting said
lot and passing through the corner of the residence furthest
therefrom or in the instance of a corner lot, bordered by two
roads, it shall be that portion having as its front boundary lines
parallel with each road and passing through the corners of the
residence furthest therefrom.

10. **Sanitary Systems:** No sewerage disposal system shall be
constructed, altered, or allowed to remain or used unless fully
approved as to design, capacity, location and construction by all
proper health agencies of Natrona County.

11. **Land Uses:** No improvements nor any noxious activity
shall be permitted on any residential lot which is or might become
a nuisance to adjoining residential tracts.

12. **Domestic Water Systems:** Except upon the written permission
of the company furnishing domestic water service to the Subdivision
it shall not be permissible to utilize the domestic water furnished
to each lot for irrigating lawns or gardens. The use of such water
shall be limited to domestic, household and livestock watering pur-
poses only.
ARTICLE IX

EASEMENTS

1. Utility Easements: Western hereby reserves to itself, its successors, and assigns, perpetual easements within the Subdivision boundary, on and along ten (10) feet on either side of all property lines, and on and along all roadways, for the purpose of constructing, maintaining, operating, replacing, enlarging, and repairing power, telephone, water, irrigation, storm drainage, sewer, gas, and similar lines, pipes, wires, ditches and conduits for the benefit of the Subdivision and for the extension of such facilities into and development of, lands adjacent to the Subdivision owned by Western.

2. Irrigation and Drainage Easements and Rights of Way:
Western hereby reserves to itself, its successors and assigns, perpetual easements across the land in the Subdivision, along all irrigation and drainage swales, ditches and roads presently in existence, or hereinafter constructed for the purpose of constructing, maintaining, and operating the roads and ditches for proper irrigation and drainage of all meadow lands or any lots or tracts in the subdivision and all lands owned by Western adjacent thereto. Western similarly reserves to itself, its successors, and assigns, the right to irrigate and go on all such lands and easements at all reasonable times, for the purpose of preserving and maintaining the natural beauty. There shall be no construction of roads, bridges, driveways, paths or trails across any of such easements unless there shall be first installed thereon a culvert having a diameter of no less than 18 inches or a bridge of equivalent clearance.

3. Easements for Private Roads or Lanes: Western hereby reserves to itself, its successors and assigns, perpetual easements across all roads and roadways in the Subdivision for ingress
and egress to lands owned and proposed to be developed by Western
adjacent to the Subdivision.

4. Dedicated Roads and Maintenance: Western, its successors
and assigns, shall construct all roads, drives and lanes to be trans-
ferred to the Association as shown on the subdivision plat. The
Association shall, after such transfer, assume all responsibilities
and obligations of maintenance and improvement of roads, drives and
lanes until such time as the same may be transferred to and accepted
by Natrona County, Wyoming or such other duly constituted governmental
agency as may take over such roads for public purposes.

ARTICLE X

ENFORCEMENT

1. Enforcement Actions: The Environmental Committee shall
have the right to prosecute any action enforcing the provisions
of all covenants by injunctive relief, on behalf of itself and all
or part of the Vista West owners. In addition, each owner shall
have the right to prosecute for injunctive relief and for damages
by reason of any covenant violation.

2. Limitations on Actions: In the event any construction,
alteration or site landscape work is commenced upon any portion
of the Subdivision in violation of these covenants and no action
is commenced to restrain such violation within thirty (30) days
after the violation is recognizable, then injunctive or equitable
relief shall be denied, but action for damages shall still be
available to any party aggrieved. Said thirty (30) day limitation
shall not apply to injunctive or equitable relief against other
violations of these covenants.

ARTICLE XI

GENERAL PROVISIONS

1. Severability: Should any part or parts of these covenants

- 18 -
be declared invalid or unenforceable by any court of competent
jurisdiction, such decision shall not affect the validity of the
remaining covenants.

2. Effect and Duration of Covenants: The conditions,
restrictions, stipulations, agreements and covenants contained
herein shall be for the benefit of and binding upon each tract in
the Subdivision, and each owner of property therein, his successors,
representatives and assigns and shall continue in force and effect
until January 1, 1992, at which time they shall be automatically
extended for five (5) successive terms of ten (10) years each.

3. 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 eighty percent (80%) of the privately owned land
included within the boundaries of Vista West, as the same may
then be shown by the plat on file in the office of the Clerk and
Recorder of Natrona County, Wyoming. Any such amendment shall be
ineffective until it shall have been placed of record in the office
of the County Clerk, Natrona County, Wyoming.

4. Enforcement: If any person shall violate or threaten
to violate any of the provisions of this instrument, it shall be
lawful for the Association or any person or persons owning real
property in the Subdivision to institute proceedings at law or in
equity to enforce the provisions of this instrument, to restrain
the person violating or threatening to violate them, and to recover
damages actual and punitive for such violations.

5. Annexation:

(a) Additional residential property and Common
Area may be annexed to the Properties and
thereby subjected to the jurisdiction of
the Association with the consent of two-
thirds (2/3) of each class of members;
provided, however, this provision shall not apply to any lands included in the description attached hereto as Exhibit "B" and belonging to Western which may be annexed and added to Western to the Properties and thereby subjected to the jurisdiction of the Association. Any such annexation shall, however, be consummated by recorded Certificate of Annexation executed and acknowledged by the Association or, in the case of the lands described on Exhibit "B" by Western. In the event of annexation by Western a copy of the Certificate shall be furnished the Association prior to its recordation, and Western shall deliver to the Association a Supplementary Declaration of Covenants and Restrictions with respect to such additional property which shall extend the scheme of the covenants and restrictions contained in this Declaration to such annexed property. Such Supplementary Declaration may contain complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties provided that the additions or modifications are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify, or add to the covenants established by this Declaration within the properties covered hereby, and such modifications covering the annexed properties shall in no event be less restrictive than those established by this Declaration, without a vote of two-thirds (2/3) of each class of member of the Association voting in person or proxy at a meeting called for that purpose. Nothing herein contained, however, shall obligate Western, or its successors and assigns to annex the property described on Exhibit A as provided herein and such lands may, at Western's option, be developed independent and free of the covenants and restrictions contained herein.

(b) Upon a merger or consolidation of the Association with another association as provided in the Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association by the surviving corporation pursuant to a merger. The surviving or consolidated Association may administer
the covenants and restrictions established by this Declaration within the properties together with the Covenants and Restrictions established on any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the properties except as may be herein provided.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd day of March, 1973.

WESTERN LAND AND DEVELOPMENT COMPANY

[Signature]
By: [Signature]

STATE OF WYOMING }
COUNTY OF Natrona } ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me by Paul Louham, President, on behalf of WESTERN LAND AND DEVELOPMENT COMPANY, this 3rd day of March, 1973.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: November 17, 1976.
A Parcel being portions of the S\%NE\% and SE\% of Section 33, Township 34 North, Range 60 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the southeast corner of said parcel and also the southeast corner of said Section 33 and the SE\% thereof;

Thence from said point of beginning and along the southerly line of said Parcel and the SE\% and SE\% of Section 33, S.89°37'25"W., 1323.83 feet to a point and the southeast corner of the SW\% of Section 33; thence along the southerly line of said SW\% and SE\% of Section 33, S.89°21'37"W., 266.38 feet to a point, thence leaving the southerly line of said SW\% and SE\% of Section 33, N.1°30'30"W., 99.20 feet to a point in the centerline of a now existing Drain Ditch Easement; thence along the centerline of said Drain Ditch Easement and the arc of a true curve to the right, having a radius of 848.36 feet, 459.65 feet to a point of tangency; thence N.42°37'40"W., 805.50 feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 287.47 feet, 226.87 feet to a point of tangency; thence N.2°35'12"E., 1244.15 feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 100.00 feet, 71.67 feet to a point of tangency; thence N.43°39'21"E., 717.60 feet to a point in the westerly line of a 60 feet wide roadway; thence across said roadway, N.64°27'40"E., 60.00 feet to a point in the northeasterly line thereof; thence along the northerly line of said roadway and the Parcel being described, S.25°32'20"E., 235.08 feet to a point of curve; thence along the arc of a true curve to the left, having a radius of 250.61 feet, 204.06 feet to a point of tangency; thence N.89°31'03"E., 1109.62 feet to a point; thence along the westerly line of said roadway, N.1°30'39"W., 185.12 feet to a point; thence across said roadway, N.89°29'21"W., 60.00 feet to a point; thence continuing N.88°29'21"W., and leaving said roadway, 450.00 feet to a point in the easterly line of said S\%NE\% of Section 33 and being the northeast corner of the Parcel being described; thence along the easterly line of said S\%NE\%, Section 33, S.1°30'39"E., 224.78 feet to the southeast corner thereof; thence continuing S.1°30'39"E., and along the easterly line of the SC\% of Section 33, 7564.82 feet to the southeast corner thereof and the point of beginning and enclosing an area of 152.28 acres, more or less.
EXHIBIT "B"

TOWNSHIP 34 NORTH, RANGE 80 WEST, 6TH P. M.,

NATROHA COUNTY, WYOMING

Section 28: SE 1/4, SU 1/4 and that portion of the
NW 1/4, SW 1/4 lying south of the Johnson
Lateral

Section 32: NE 1/4, SE 1/4, and NW 1/4

Section 33: ALL

***Containing 900 acres, more or less
SCHEDULE I
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
VISTA WEST NO. 1

Proportion of Assessment for irrigation and drainage system:

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"VISTA WEST NO. 3"

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(Total 4.189 Irrigable Acres)

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TOTAL ACRES IRRIGABLE: 64.189 100.00%

(\textit{Note}: Does not include 4.615 acres in Grass Creek & Willow Creek Road.)
FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
VISTA WEST NO. 1 AND VISTA WEST NO. 2 AS SUCH INSTRUMENTS ARE FILED
FOR RECORD MARCH 7, 1973 IN BOOK 59 OF MISCELLANEOUS AT PAGES 426 THROUGH
449 AS INSTRUMENT NUMBER 137843 AND AS RECORDED OCTOBER 15, 1975 IN
BOOK 64 OF MISCELLANEOUS AT PAGES 349 THROUGH 353, INCLUSIVE AS
INSTRUMENT NUMBER 178599, RESPECTIVELY IN THE OFFICE OF THE COUNTY CLERK
AND EX-OFFICIO REGISTER OF DEEDS IN AND FOR THE COUNTY OF NATRONA, STATE
OF WYOMING.

KNOW ALL MEN BY THESE PRESENTS:

Vista West Owners' Association, Inc. by vote of in excess of eighty
per cent (80%) of all privately owned land included within the boundaries
of said Vista West No. 1 and Vista West No. 2 do hereby revoke all
provisions of the instruments referred to in the title of this First
Amendment which, in any way and in any respect conflict with the provisions
hereof; and

Attached hereto and incorporated herein by reference and made a part
hereof as Exhibit No. 1 consisting of fifteen (15) pages reflecting the
written consent of the owners of in excess of eighty per cent (80%) of
the privately owned land in the aforesaid Vista West subdivisions
numbered 1 and 2, said Amendment to the aforesaid instruments to read
as follows, to wit:

THAT THE VISTA WEST OWNERS' ASSOCIATION, INC. REMAIN AT
ITS PRESENT SIZE OF VISTA WEST I & II AS PLATTED, AND NOT
INCREASE TO INCLUDE ANY FURTHER DEVELOPMENT.

This FIRST AMENDMENT to the above referenced instruments shall be
in full force and effect from and after this 20th day of May, 1977.

The Board of Directors of Vista West Owners' Association, Inc.,
do hereby declare that the above and foregoing First Amendment is
entered pursuant to the authority granted by in excess of eighty
per cent (80%) of the owners of privately owned land within the
boundaries of Vista West subdivision 1 and Vista West subdivision 2.

Attest:

[Signature]

DONALD DEAN WOOLLINT, President

SECRETARY'S CERTIFICATE

STATE OF WYOMING  )  SS.
COUNTY OF NATRONA  )

I, Janet M. Weis, Secretary of Vista West Owners' Association, Inc.,
a non-profit corporation organized under the laws of the State of Wyoming,
hereby certify that the foregoing is a full, true and complete record of
the First Amendment adopted by in excess of eighty per cent (80%) of the
owners of the privately owned land included within the boundaries of
Vista West No. 1 and Vista West No. 2 subdivisions as a description of
said lands are shown on the plat on file in the Office of the County
Clark and Ex-Officio Register of Deeds in and for the County of Natrona,
State of Wyoming as said instruments were filed on March 7, 1973 as
instrument number 137843 and on October 15, 1975 as instrument number
178589 as supported by Exhibit No. 1 consisting of fifteen (15) pages,
which Exhibit No. 1 is hereto annexed and by reference incorporated.
herein and made a part hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the said Corporation to be affixed hereto, this 20th day of May, 1977.

[Signature]
JANET M. WEIS, Secretary

ACKNOWLEDGMENT

STATE OF WYOMING } SS.
COUNTY OF NATRONA

I, Patricia A. Rickett, a Notary Public, do hereby certify that on this 20th day of May, 1977, personally appeared before me Donald Dean Welcott and Janet M. Weis, who being by me first duly sworn, severally declared that they are the President and Secretary respectively who signed the foregoing document as officers of Vista West Owners' Association, Inc.; that said instrument was executed and sealed by and under authority of the Board of Directors of said Corporation and the persons whose signatures appear on Exhibit No. 1 attached to said instrument.

[Signature]
PATRICIA A. RICKETT

My Commission Expires: February 16, 1980
Here the Vista W.I. Owners' Assoc. Inc. remain at its present size of Vista West 1 & 2 as platted, and not increase to include any further developments.

Sat No.  Name
7  VW II  Henry Campbell
40  VW I  Mrs. Herman Weiss
32  VW I  Mrs. Raymond S. Link
3  VW I  A. L. Bell
17  VW I  Donald D. Voigt
11  VW II  Bill Fisch
38  VW I  Dale L. Griffin
37  VW II  John E. Hager
15  VW II  John E. Hager
4  VW I  Joseph F. Stein
34  VW I  John Hagen
36  VW I  Janet Reisler
21  VW I  A. E. Prior
26  VW #2  Francis J. Kane
27 VW #2  Charles Kane
18 VW #2  Elwood Stroop
31 VW #1  Jan Matis
20 VW #1  Dean Higley
16 VW #1  Quila Overman
28 VW #1  Janice Gray
5 30 VW #1  Laoe B. Young
9 VW #2  Bill Cole
88 VW #2  Bill Cole
89 VW #2  Eldon Harmon
30 VW #2  Joseph A. Fruen
33 VW #2  Howard C. Holladay
23 VW #1  Warren Millner
2  VW I  Ernest E. Wales
25 VW I  Ernest E. Wales
21 VW #1  Lorel A. Millner, M.D.
19 VW II  Leroy E. F. Johnson
15 VW II  Charles K. Weir
35 VW II  James B. Weir
THAT THE VISTA WEST OWNERS' ASSOCIATION, INC. REMAIN VISTA WEST I AND VISTA WEST II AS PLATTED, AND NOT INCREASE TO INCLUDE ANY FUTURE DEVELOPMENTS.

Yes ☑️ No ☐

Marilyn A. Devereux

Lot Number 26 V.W. 1

Dated: April 21st, 1977
THAT THE VISTA WEST OWNERS' ASSOCIATION, INC. REMAIN VISTA WEST I AND VISTA WEST II AS PLATTED, AND NOT INCREASE TO INCLUDE ANY FUTURE DEVELOPMENTS.
THAT THE VISTA WEST OWNERS' ASSOCIATION, INC. REMAIN VISTA WEST I AND VISTA WEST II AS PLATTED, AND NOT INCREASE TO INCLUDE ANY FUTURE DEVELOPMENTS.

X

Yes

No

Lot Number 36 VW II

Dated: April 19th, 1977

Signature
THAT THE VISTA WEST OWNERS' ASSOCIATION, INC. REMAIN VISTA WEST I
AND WEST II AS PLATTED, AND NOT INCREASE TO INCLUDE ANY FUTURE
DEVELOPMENTS.

[Signature]

Lot Number 57  WV 5  Dated: April 16, 1977
THAT THE VISTA WEST OWNERS’ ASSOCIATION, INC. REMAIN VISTA WEST I
AND VISTA WEST II AS PLATTED, AND NOT INCREASE TO INCLUDE ANY FUTURE
DEVELOPMENTS.

[Signature]

Lot Number __ 2 VW II  Dated: April 15, 1977
THAT THE VISTA WEST OWNERS' ASSOCIATION, INC. REMAIN VISTA WEST I AND VISTA WEST II AS PLATTED, AND NOT INCREASE TO INCLUDE ANY FUTURE DEVELOPMENTS.

Yes

No

Signature

Lot Number 16 VW

Dated: April 4, 1977, 1977
THAT THE VISTA WEST OWNERS' ASSOCIATION, INC. REMAIN VISTA WEST I AND VISTA WEST II AS PLATTED, AND NOT INCREASE TO INCLUDE ANY FUTURE DEVELOPMENTS.

[Signature]

Lot Number  VW II  Dated: April  29, 1977
We visited and sent a second notice to you and did not receive it. We notified the Vista West Owners' Association, Inc. to remain Vista West I and Vista West II as platted, and not increase to include any future developments.

Yes

No

Lot Number 35  Vw I

Dated: April 29, 1977

Signature
THAT THE VISTA WEST OWNERS' ASSOCIATION, INC. REMAIN VISTA WEST I
AND VISTA WEST II AS PLATTED, AND NOT INCREASE TO INCLUDE ANY FUTURE
DEVELOPMENTS.

[Signature]

Lot Number 43  Vol 1  Dated: April 27, 1977
My name is Gerry, not James.

608

THAT THE VISTA WEST OWNERS' ASSOCIATION, INC. REMAIN VISTA WEST I AND VISTA WEST II AS PLATTED, AND NOT INCREASE TO INCLUDE ANY FUTURE DEVELOPMENTS.

Yes

No

Gerry K. Owen
Signature

Lot Number 33 VW 2

Dated: April 15, 1977
THAT THE VISTA WEST OWNERS' ASSOCIATION, INC. REMAIN VISTA WEST I
AND VISTA WEST II AS PLATTED, AND NOT INCREASE TO INCLUDE ANY FUTURE
DEVELOPMENTS.

Yes

No

Lot Number 12, VII, F

Dated: April 30, 1977
SCHEDULE I

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

VISTA WEST NO. 1

Proration of Assessment for irrigation and drainage system:

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<th>Lot No.</th>
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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).
STATE OF WYOMING
COUNTY OF NATRONA

KNOW ALL MEN BY THESE PRESENTS:

Attached hereto and by reference incorporated herein

as Exhibit No. 1 consisting of twenty-eight (28) pages
reflecting the written consent of eighty (80) percent of the
owners of privately owned land within Vista West Subdivisions
Numbered 1 and 2, Natrona County, Wyoming, as received by the
Board of Directors of Vista West Owners' Association is entered
of record as the SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS, VISTA WEST NO. 1 AND VISTA WEST
NO. 2 AS SUCH INSTRUMENTS ARE FILED FOR RECORD MARCH 7, 1973
IN BOOK 59 OF MISCELLANEOUS AT PAGES 426 THROUGH 449 AS
INSTRUMENT NUMBER 137843 AND AS RECORDED OCTOBER 15, 1975 IN
BOOK 64 OF MISCELLANEOUS AT PAGES 349 THROUGH 353, INCLUSIVE
AS INSTRUMENT NO. 178589, RESPECTIVELY IN THE OFFICE OF THE
COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS IN AND FOR THE
COUNTY OF NATRONA, STATE OF WYOMING.

Dated this 12th day of October 1977.

DONALD DEAN WOLCOTT,
President, Vista West Owners' Association, Inc.

ATTEST:

JANET M. WEIS, Secretary

(CORPORATE SEAL)

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by
Donald Dean Wolcott and Janet M. Weis, President and Secretary
of Vista West Owners' Association, respectively this 12th day of
October 1977.

My Commission Expires: January 4, 1979

COUNTY CLERK

NOTARY PUBLIC
SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
VISTA WEST NO. 1 AND VISTA WEST NO. 2 AS SUCH INSTRUMENTS ARE FILED
FOR RECORD MARCH 7, 1973 IN BOOK 59 OF MISCELLANEOUS AT PAGES 426 THROUGH
449 AS INSTRUMENT NUMBER 137813 AND AS RECORDED OCTOBER 15, 1975 IN
BOOK 54 OF MISCELLANEOUS AT PAGES 370 THROUGH 353, INCLUSIVE AS
INSTRUMENT NUMBER 178533, RESPECTIVELY IN THE OFFICE OF THE COUNTY CLERK
AND EX-OFFICIO REGISTER OF DEEDS IN AND FOR THE COUNTY OF NATRONA, STATE
OF WYOMING.

KNOW ALL MEN BY THESE PRESENTS:

Vista West Owners' Association, Inc. by vote of in excess of eighty
percent (80%) of the Owners of all privately owned land included within
the boundaries of said Vista West No. 1 and Vista West No. 2 do hereby revoke
all provisions of the instruments referred to in the title of this Second
Amendment which, in any way, and any respect, conflict with the provisions
hereof; and

The undersigned being in excess of eighty percent (80%) of the Owners
of all privately owned land included within the boundaries of Vista West
No. 1 and Vista West No. 2 do hereby adopt and subscribe to the following
amendment referenced and identified in the heading to this instrument. This
SECOND AMENDMENT to the above referenced instruments shall be in full force
and effect from and after the date upon which this instrument shall be filed
for record in the office of the County Clerk and Ex-Officio Register of Deeds
in and for the County of Natrona, State of Wyoming.

The following amendments refer and apply to that certain DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS, VISTA WEST NO. 1 recorded

EXHIBIT 1 CONSISTING OF 28 PAGES.

Page 1 of 28 Pages
March 7, 1973 at book 59 of Miscellaneous at page 426 as instrument number 178643 in the office of the County Clerk and Ex-Officio Register of Deeds in and for the County of Natrona, State of Wyoming. The article numbers and sub-paragraph numbers of the following refer to like numbers in the aforesaid instrument.

ARTICLE 1, Paragraph 2. **Vista West:** "Vista West" as used in these covenants shall mean all of the lands included in Vista West No. 1 and Vista West No. 2 Subdivisions as reflected in the plat thereof filed in the Office of the County Clerk and Ex-Officio Register of Deeds in and for the County of Natrona, State of Wyoming, on March 7, 1973 in book 246 of Deeds at page 25, instrument number 178642 as to Vista West No. 1 and as the plat of Vista West No. 2 Subdivision was filed for record October 9, 1973 in book 262 of Deeds at page 197 as instrument number 178124.

Paragraph 4. **Owner:** The original paragraph 4 of Article I (Definitions) of the original Declaration of Covenants, Conditions and Restrictions applicable to Vista West No. 1 as hereinabove referenced is hereby adopted verbatim and to which the following sentence is added, to wit:

"The reference to "a record owner" as appearing in said original Paragraph 4 shall be and be deemed to be, the owner or owners of record by an instrument filed in the Office of the County Clerk and Ex-Officio Register of Deeds in and for the County of Natrona, State of Wyoming, whether one or more persons or entities, of a fee simple title in and to any lot or land included within the exterior boundaries of Vista West No. 1 Subdivision and Vista West No. 2 Subdivision, including purchasers as grantees under a 'contract for deed' or other instrument conveying and delivering to such buyers exclusive possession of one or more lots or land, provided, as a condition precedent, that said contract instrument by whatever name or title it may bear, shall have been first recorded in the office of the aforesaid County Clerk and Ex-Officio Register of Deeds. Mortgagors and others having and holding a security interest for the performance of an obligation are expressly excluded and shall have no vote. In the event the title of any
land located within Vista West, by reason of the death of the owners thereof
and said title shall descend to and vest in the heirs of such deceased owner
either by intestate or testate proate proceedings pursuant to the applicable
statutes of the State of Wyoming, the personal representative of the
decased acting either as an Administrator or Executor may cast the vote
representing the lot or parcel of land situated within Vista West. Said authority
to vote as aforesaid shall continue in full force and effect until the date
upon which a Final Decree of Distribution shall have been entered and approved
by an Order of a Court of competent jurisdiction.

ARTICLE IV, Paragraph 2. Voting Membership: Class A members shall be all
Owners and shall be entitled to one vote for each lot owned. When more than
one person holds an interest in any lot, all such persons shall be members;
provided, however, that there shall exist only one vote for each lot which vote
shall be exercised as the owners of the lot determine.

The undersigned Owners have heretofore found and determined that all
former Class B membership as provided for in Article IV, Paragraph 2 of the
original Declaration of Covenants, Conditions and Restrictions, Vista West
No. 1 as filed March 7, 1973 in Book 59 of Miscellaneous at page 426-449
as instrument number 137843 have expired pursuant to the provisions thereof
and prior to the date of this instrument. Accordingly, all references to
Class B membership and further annexation of land which refers to an "Exhibit
B" in accordance with Article IX, Paragraph 5(a), as referenced in the aforesaid
Article IV, Paragraph 2 are hereby declared null and void and of no further
force or effect.

ARTICLE V, Paragraph 6. Uniform Rate of Assessment: References to annexion
of additional lands as referred to in this paragraph 6 and further referenced
therein annexion of additional land under Article XI and the specification
of the one-third (1/3) of the assessment rate for other lots are hereby
declared to null and void and of no further force or effect.

Note: The following additional provisions to Article V hereto shall
be in full force and effect on the date of recrodation of this instrument.
of the County Clerk and Ex-Officio Register of Deeds in and for the County of Natrona, State of Wyoming: Within ninety (90) days after the indebtedness shall have accrued by reason of non-payment of assessments the Board of Directors of Vista West Owners' Association, Inc., shall file in the Office of the County Clerk and Ex-Officio Register of Deeds in and for the County of Natrona, State of Wyoming, a just and true account of the assessment due from any owner or owners of any lot or tract of land situated within Vista West after all just credit shall have been given, which account shall be a lien upon the building or improvements and the lot or tract of land involved upon which any said assessment shall be due. The notice of lien shall give a true description of the property, or so near as to identify the same, upon which said lien is intended to apply with the name of the owner or owners, if known to said Board of Directors. Said lien shall be verified by the person filing the lien as authorized by majority vote of said Board of Directors. Provided, however, notice by certified mail, return receipt requested, addressed to one or more owners of any lot or tract of land within said Vista West shall be mailed not less than ten (10) days prior to the actual filing of any said lien for public record. The Owner of a lot against whom a lien is filed hereby covenants and agrees to pay all costs of collection to include attorney's fees incurred by the Association, such costs and attorney's fees shall be added to and become a part of the debt owed by the owner of any lot involved.

ARTICLE VI, Paragraph 2. Approval by Environmental Committee: No improvements, including but not limited to dwelling houses, barns or stables, swimming pools, tennis courts, ponds, flag poles, antennas, fences, corrals, walls, garages, drives, parking area, curbs, and walks, shall be constructed or altered nor shall natural vegetation be altered or destroyed unless plans for such construction or alteration be approved in writing by the Committee prior to the commencement of work. If the Committee fails to take action within thirty (30) days after plans for such work have been submitted, then all of such submitted plans shall be deemed to be approved, so long as such improvements comply with the restrictive covenants herein set forth as minimum restrictions.
In the event the Committee shall disapprove the plans, the person or association submitting such plans may appeal to the next annual or special Association membership meeting. At such meeting a vote of two-thirds (2/3) of the members casting votes in person or proxy shall be required to overturn the decision of the Environmental Committee. The minimum restrictions referred to in this Paragraph 2 of Article VI shall be, and be deemed to be the restrictions contained in Articles VII and VIII of the original Declaration of Covenants, Conditions and Restrictions, Vista West No. 1 as filed March 7, 1973 and recorded in Book 59 of Miscellaneous at page 426-449 as more particularly referenced in the heading to this Second Amendment.

ARTICLE VII, Paragraph 5. Animals and Livestock: It shall be permissible for the owners of a lot, in addition to household pets, to own and maintain on the lot one horse or one cow per irrigated acre owned by them or one horse or cow for each five acres of dry land. For purposes of this restriction, one sheep shall be considered equivalent to a horse or cow, except as approved by majority vote of the Board of Directors of Vista West Owners' Association, Inc. In the event the Committee should determine that animals maintained on a lot, even though permissible within this provision, have become or constitute a nuisance to other owners in the Subdivision, the Committee is granted the authority to restrict such use in such manner as it deems appropriate.

ARTICLE VIII, Paragraph 12. Domestic Water Systems: The use of such water shall be limited to domestic, household and livestock watering purposes.

ARTICLE IX, Paragraph 1. Utility Easements: The perpetual easements reserved in the aforesaid Paragraph 1 as originally stated and filed in the Office of the County Clerk, as aforesaid, are hereby expressly continued in full force and effect. Provided, however, wherever the term "Western" appears therein, the same is hereby deleted and the name of "Vista West Owners' Association, Inc." is substituted therefor. Further, all references in that Paragraph 1 and expressly that portion reading, "....and for the extension of such
facilities into and development of lands adjacent to the Subdivision owned by Western, as hereby expressly deleted.

Paragraph 2. Irrigation and Drainage Easements and Rights of Way:

are continued in full force and effect with the exception that all references to "Western" shall be read and interpreted as the "Vista West Owners' Association, Inc." and as much of said Paragraph 2 which refers to "...... all lands owned by Western adjacent thereon" is hereby expressly deleted. The 18" diameter culvert requirement referred to in said Paragraph 2 shall not apply to driveways providing access to platted roads within Vista West unless such driveways shall interfere with the irrigation and drainage of other lots or tracts in said Vista West.

Paragraph 3. Easements for Private Roads or Lanes: is hereby deleted in its entirety.

ARTICLE X, Paragraph 2. Limitations on Actions: All references in said paragraph to "thirty (30)" days is hereby amended to read "ninety (90)" days.

ARTICLE XI, Paragraph 3. 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 sixty-six and two-thirds percent (66-2/3%) of the privately owned land included within the boundaries of Vista West, as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Natrona County, Wyoming. Any such amendment shall be ineffective until it shall have been placed of record in the office of the County Clerk, Natrona County, Wyoming.

Paragraph 5. Annexation: All references to annexation of additional land to Vista West as defined in this Second Amendment and the authority for such annexation of additional land is hereby deleted.

FIRST ADDITIONAL DIVISION: All other provisions of those certain instruments recorded March 7, 1973 in Book 59 of Miscellaneous at pages 426 through 449, inclusive, instrument number 1375243 and as recorded October 15, 1975 in Book 67 of Miscellaneous at pages 593 through 610, inclusive, not herein amended or deleted remain in full force and effect.
SECOND ADDITIONAL PROVISION: All of the undersigned hereby release
and waive any and all rights under and by virtue of the homestead exemption
laws of the State of Wyoming.

THIRD ADDITIONAL PROVISION: This Second Amendment may be executed by
the respective Owners in multiple counterparts. Said multiple counterparts
shall be and constitute a single instrument to be authenticated and signed
for record as hereinabove provided.

IN WITNESS WHEREOF the undersigned being in excess of eighty percent
(80%) of all owners of property and lands located in Vista West No. 1 and
Vista West No. 2 Subdivisions do hereby approve, endorse and adopt the above
and foregoing Second Amendment to the original Declaration of Covenants,
Conditions and Restrictions, Vista West No. 1 and Vista West No. 2 Subdivisions
as more particularly described in the caption to this instrument effective
the 12th day of October, 1977.

VISTA WEST NO. 1 SUBDIVISION

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-Page 7 of 28 pages-
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**VISTA WEST NO. 2 SUBDIVISION**

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16. James A. Banky Edwards 8-1-77
18. Virginia P. Lopez (a single person) 8-1-27
19. Shirley A. Miller John F. Miller 8-1-77
22. Margaret Carpenter Ernie Carpenter 10-9-77
23. Linda P. Ryan 10-27
25. Dennis McCollum (sworn to by present) 8-1-77
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the _____ day of ____________, 1977.

VISTA WEST NO. 1 SUBDIVISION

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Evan Ride  Amy Dor  9-12-77
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VISTA WEST NO. 1 SUBDIVISION

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Page 17 of 28 pages
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VISTA WEST NO. 1 SUBDIVISION

LOT NO. __________________________ DATE SIGNED ________________

1. 35 Robert A. Sletsy  Dorothy M. Sletsy  8/19/77
2. 38 Harold Gray  James A. Gray  8/29/77
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VISTA WEST NO. 2 SUBDIVISION

LOT NO. __________________________ DATE SIGNED ___________

1. __________________________ ___________

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3. Sylvia Couto __________________________ 9-20-77

4. __________________________ ___________

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Page 23 of 28 pages
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27.                                         
28. W. Reibl  to  Linda M. Cole  10/11/77
29. W. Reibl  to  Linda M. Cole  10/11/77
30. J. Reibl                              Kristie C. Reibl  8/24/77
31. Exception to Section 75
32. Douglas Shaver  Ruth Shaver  8/17/77
33.                                         
34.                                         
35. Michael Shaver                        9/1/77
36.                                         
37.                                         
38.                                         
39.                                         

-11-          Page 28 of 28 pages
AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS VISTA WEST NO. I AND VISTA WEST NO. II, AS SUCH
INSTRUMENTS ARE FILED FOR RECORD MARCH 7, 1973 IN BOOK 59 OF MISCEL-
LANEOUS AT PAGES 426 THROUGH 449 AS INSTRUMENT NO 178589, RESPECTIVELY
IN THE OFFICE OF THE COUNTY CLERK AND EX-OFFICIO REGISTER OF DEED IN
AND FOR THE COUNTY OF NATRONA, STATE OF WYOMING. AN AMENDMENT TO
separate Vista West No. I and Vista West No. II as two separate and
distinct subdivisions and Owner Associations.

Vista West Owners' Association, Inc. by vote of in excess of
eighty percent of all privately owned land Vista West No. I and Vista
West No. II do hereby revoke and repeal all provisions of the pro-
visions of the instruments referred to in the title hereof and any
and all amendments thereto, which are in any way in conflict with
the following:

1. Vista West I and Vista West II are hereby severed and all
common areas contained in Vista West II shall and the supervision
thereof shall be transferred to the Homeowners Association of Vista
West II, Inc.

2. That all covenants and conditions as established by that
certain document recorded on page 349 in book 64 of Miscellaneous
documents in the office of the Natrona County Clerk, entitled
Certificate of Amendment and Supplementary Declaration of Covenants,
Conditions and Restrictions shall be amended and modified so that
Vista West II shall be a separate subdivision from Vista West II
subject to covenants and conditions as originally set out in that
certain document located at pages 426 through 449 as Instrument
Number 137843 and recorded October 15, 1975 in Book 664 of Miscel-
naneous and modified so that Vista West II shall be a separate sub-
division from Vista West II subject to covenants and conditions as
originally set out.

3. That Vista West I shall continue as a separate and distinct
subdivision, subject to the original covenants and conditions as
amended by all subsequent document amending the same.

DATED this 7th day of March, 1989.

[Signature]

EARL ALSFACH, PRESIDENT
VISTA WEST OWNERS' ASSOCIATION
STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by EARL
ALSIEAU and MARILYN KERSTING, President and Secretary of Vista
West Owners' Association, Inc. respectively this 27th day of
March, 1989.

Witness my hand and Official Seal.

[Signature]

MY COMMISSION EXPIRES: October 4, 1992

[Seal]

[Notary Public]
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

VISTA WEST NO. 1

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS Western Land & Development Company, a Wyoming corporation, developed certain real property located in Natrona County, Wyoming, known and described as Vista West No. 1, a subdivision located in Natrona County, Wyoming, comprising a portion of the SE 1/4 and a portion of the S 1/2 NE 1/4 of Section 33, Township 34 North, Range 80 W., 6th P.M., as more specifically shown on the plat and dedication thereof duly recorded in the office of the County Clerk, Natrona County, State of Wyoming, in Book 246 of Maps at page 23; a copy of which is attached hereto and marked as Exhibit "A"; and

WHEREAS, covenants, conditions and restrictions were placed of record governing the use and developments of all the lots within the subdivision with such covenants being recorded in Book 59 of Miscellaneous, Page 426, No. 137843, Office of the County Clerk, Natrona County, Wyoming; and

WHEREAS, the covenants, conditions and restrictions have been amended from time to time and the undersigned wish to compile all covenants and amendments of such covenants in one instrument for the ease and convenience of the members of the lot owners located in Vista West No. 1.

THEREFORE, for and in consideration of the premises, the undersigned does hereby and by these presents make, publish, declare and impose upon all of the real property situate and included within Vista West Subdivision No. 1 the following restrictions and limitations governing the use and development for lots 1-43 of the Vista West No. 1 subdivision as platted and dedicated and duly recorded in Book 246 of Maps, page 23, office of the County Clerk, Natrona County, Wyoming, and do hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land in the subdivision, shall supersede all previous covenants, conditions and restrictions adopted for said subdivision, shall be effective upon the approval of the owners of said subdivision consistent with the provisions of their covenants and shall be binding upon the undersigned and all persons claiming under it from and after the first lot sale, and shall be for the benefit of, as well as limiting and restricting, all future owners of lots within the subdivision, to wit:

515540 PAGE 1 OF 19 PAGES
ARTICLE I
DEFINITIONS

1. Residential Lots: All the subdivision lots designated on the recorded plat of the subdivision by lot number shall be single family residential tracts.

2. Vista West: The words "Vista West" as used in these covenants shall mean all the lands included within the Vista West Subdivision No. 1, Lots 1 through 43 inclusive, as reflected in the plat thereof filed in the Office of the County Clerk, and ex officio register of deeds in and for the County of Natrona, State of Wyoming, on March 7, 1973, in Book 246, Book of Deeds, at Page 23, Instrument No. 137842.

3. Association: Shall mean and refer to 'Vista West Owners' Association, Inc., a non-profit Wyoming corporation, its successors and assigns.

4. Owners: Shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is part of the Properties, including contract buyers, but excluding them having such interest merely as security for the performance of an obligation. The record Owner shall be the owner or owners of record by an instrument filed in the Office of the County Clerk, and ex officio register of deeds in and for the County of Natrona, State of Wyoming, whether one or more persons or entities, of a fee simple title in and to any lot or land located within the boundaries of Vista West No. 1 Subdivision, including purchasers as grantees under a contract for deed or other instrument conveying and delivering to such buyers exclusive possession of one or more lots or land provided as a condition precedent that said contract instrument by whatever name or title it may bear shall have been first recorded in the office of the aforesaid County Clerk and ex officio register of deeds. Mortgagees and others having and holding a security interest for the performance of an obligation are expressly excluded and shall have no vote. In the event that the title of any land located within Vista West No. 1 Subdivision, by reason of the death of the owners thereof and said title shall descend to and vest in the heirs of such deceased owner or by intestate or testamentary probate proceedings pursuant to the applicable statutes of the State of Wyoming, the personal representative of the deceased, acting either as an administrator or executor may cast a vote representing the lot or parcel of land situated within Vista West No. 1 Subdivision. Said authority to vote as aforesaid shall be in full force and effect until the date upon which a final decree of distribution shall have been entered and
approved by an order of a court of competent jurisdiction.

5. **Properties:** Shall mean and refer to that certain real property in the subdivision hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the association.

6. **Common Area:** All property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association is described as follows:

   a. The surface irrigation water system presently existing on and over the Subdivision, whereby water is provided through the Casper Alcova Irrigation District, including ditches, as reflected on the subdivision plat, easements therefor, ditch rights and water rights appurtenant to the properties.

   b. Streets, road and thoroughfares as shown on the Subdivision plat for the purpose of maintaining, improving and providing access to the lots.

**ARTICLE II**

**VISTA WEST OWNERS ASSOCIATION**

1. **Membership in Vista West Owners Association:** All persons, corporations, or associations who own or acquire the title in fee to any of the land (other than lands dedicated as public roads), by whatever means acquired, shall automatically become members of the Association, a Wyoming corporation not for profit, in accordance with the Articles of Incorporation of said Association as presently in effect and filed with the Secretary of State of Wyoming and as the same may be duly amended from time to time.

**ARTICLE III**

**PROPERTY RIGHTS**

1. **Owners’ Easements of Enjoyment:** Every Owner shall have a right and easement of enjoyment in and to the Common
Area, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a. The right of the Association to charge reasonable fees for the use and maintenance of the Common Area or any part thereof.

b. The right of the Association to suspend voting rights of, and the use of any of the Common Area, by an Owner for any period during which any assessment against the Owner's lot is due but unpaid. Utilization of the Common Area and suspension of voting rights may be enforced for a period not to exceed sixty (60) days and for any infraction of the published rules and regulations of the Association.

c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and upon such conditions as agreed to by the members of the Association. Provided, however, no such dedication or transfer shall be effective unless a resolution has been adopted by two-thirds of the members who cast votes in person or in proxy at a meeting duly called for such purpose.

2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area to the members of his family, his tenants, invitees, guests or contract purchasers.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2. All Owners shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members; provided, however, there shall exist only one vote for each lot which vote shall be exercised as the owners of the lot determine.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS
1. **Creation of the Lien and Personal Obligation of Assessments.** The Owner of each lot, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase therefor, whether or not expressed in such deed or contract, shall be deemed to covenant and agree to pay to the Association:

   (1) **Annual assessments or charges, and**

   (2) **Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.** The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall constitute a charge on the land and shall be a continuing lien upon the lot (being deemed to be each lot shown on the original Subdivision plat) against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of the lot at the time the assessment was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, though the lien shall, in any event, continue as a charge against the lot despite a transfer of title.

2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents within the Properties and for the improvement and maintenance of the Common Area.

3. **Maximum Annual Assessment.** Until January 1 of the year immediately following the date of the conveyance of the first lot to an Owner, the maximum annual assessment shall be Three Hundred Sixty Dollars ($360.00) per lot.

   a. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 6% above the maximum assessment for the previous year without a vote of the membership.

   b. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 6% by a vote of two-thirds (2/3) of the owners who cast votes in person or by proxy, at a meeting duly called for this purpose.

   c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
4. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment for capital improvements shall have the assent of two-thirds (2/3) of the voting members who cast votes in person or by proxy at a meeting duly called for this purpose.

5. **Notice and Quorum for Any Action Authorized Under Article V.** Written notice of any meeting called for the purpose of taking any action authorized under this article, above, shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the meeting originally called for such purpose.

6. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate, except as hereinafter provided, for all lots and may be collected on a monthly basis or such other basis as agreed upon by the Board of Directors, provided that the portion of the Association costs attributable to the irrigation and drainage system shall be prorated among the lots in accordance with a schedule prepared by the directors of Vista West Owners Association and attached hereto, it being recognized that the lots will not benefit equally from the irrigation system.

7. **Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all lots on the first day of the month following the date of the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period (which unless changed by the Board of Directors shall be the calendar year); provided, however, failure of the Board to fix an assessment within the time provided therefor shall not preclude the Board thereafter from fixing an assessment for the annual assessment period.
Written notice of the annual assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the due date. The due date shall be established by the Board of Directors. The Association shall, upon demand of the Owner or a person authorized by the Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8 percent per annum. The Association may, at its option bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise except liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

9. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. Collection of Delinquent Assessment and Filing of Lien in the Office of the County Clerk and Ex-Officio Register of Deeds in and for the County of Natrona, State of Wyoming: Within ninety (90) days after the indebtedness shall have accrued by reason of non-payment of assessments the Board of Directors of Vista West Owners' Association, Inc., shall file in the Office of the County Clerk and Ex-Officio Register of Deeds in and for the County of Natrona, State of Wyoming, a just and true account of the assessment due from any owner or owners of any lot or tract of land situated within Vista West after all just credit shall have been given, which account shall be a lien upon the building or improvements and the lot or tract of land involved upon which any said assessment shall be due. The notice of lien shall give a true description of the property, or so near as to identify the same, upon which said lien is intended to apply with the name of the owner or owners, if known to said Board of Directors. Said lien shall be verified by the person filing the lien as authorized by majority vote of said Board of Directors. Provided, however, notice by certified mail, return receipt requested, addressed to one or more owners of any lot or
tract of land within said Vista West shall be mailed not less than ten (10) days prior to the actual filing of any said lien for public record. The Owner of a lot against whom a lien is filed hereby covenants and agrees to pay all costs of collection to include attorney's fees incurred by the Association, such costs and attorney's fees shall be added to and become a part of the debt owed by the owner of any lot involved.

ARTICLE VI

ENVIRONMENTAL COMMITTEE

1. Environmental Committee: The Environmental Committee ("Committee") shall mean the Board of Directors of the Association, as said Board of Directors is presently constituted and shall be constituted from time to time in the future or a separate Committee composed of three (3) or more members named by such Board of Directors. Said Committee shall have and exercise all the powers, duties and responsibilities set forth in this instrument.

2. Approval by Environmental Committee: No improvements, including but not limited to dwelling houses, barns or stables, swimming pools, tennis courts, ponds, flagpoles, antennas, fences, walls, garages, drives, parking area, curbs, and walks, shall be constructed or altered nor shall natural vegetation be altered or destroyed unless plans for such construction or alteration be approved in writing by the Committee prior to commencement of work. If the Committee fails to take action within thirty (30) days after plans for such work have been submitted, then all of such submitted plans shall be deemed to be approved, so long as such improvement complies with the restrictive covenants herein set forth in Article VII and Article VIII as minimum restrictions. In the event the Committee shall disapprove the plans, the person or association submitting such plans may appeal to the next annual or special Association membership meeting. At such meeting a vote of two-thirds (2/3) of each class of members casting votes in person or proxy shall be required to overturn the decision of the Environmental Committee.

3. Variance: Where circumstances, such as topography, property lines, location of trees, vegetation, or other physical interference requires, the Committee may, by a two-thirds (2/3) vote, allow reasonable variances to the covenants herein contained.

4. General Requirements. The Committee shall exercise its best judgment with respect to all construction, landscape
improvement and alterations within the Subdivision in an
effort to provide improvements that are complimentary to the
natural surroundings and existing structures with the visual
design, materials, color, site locations, height, topography,
driveway, grade, and finished ground elevation. The Committee
shall protect the seclusion of each home location from other
sites insofar as possible.

5. Preliminary Approvals. Persons or associations who
anticipate constructing improvements or causing improvements
to be constructed within the Subdivision must own land in
Vista West; provided, that persons who contemplate the purchase
of land may submit a preliminary design of improvements to
the Committee for informal review. The Committee shall not
be committed or bound by any informal review until complete
design plans are submitted and approved or disapproved but
shall endeavor where practical to suggest such changes or
alterations as may be required prior to final approval.

6. Plans: The Committee shall disapprove any plans
submitted which are not sufficient for it to exercise the
judgment required by these covenants.

7. Committee Not Liable: The Committee shall not be
liable for damages to any person or association submitting any
plans for approval, or to any owner or owners of lands within
the Subdivision by reason of any action, failure to act,
approval, disapproval, or failure to approve or disapprove,
with regard to such plans. Any person or association acquiring
the title to property in the Subdivision, or any person or
association submitting plans to the Committee for approval,
by so doing does agree and covenant that he or it will not
bring any action or suit to recover damages against the
Committee, its members as individuals, advisors, employees,
agents, or developer.

8. Written Records: The Committee shall keep for at
least three (3) years complete records of applications
submitted to it (including one set of all architectural plans
so submitted) and actions of approval or disapproval and
other actions taken by it under the Provisions of this
instrument.
ARTICLE VII

GENERAL RESTRICTIONS ON ALL LOTS AND TRACTS

1. Zoning Regulations: No land within the Subdivision shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Natrona County, Wyoming.

2. Uses: Each lot within the Subdivision shall be utilized for one single family residential site only.

3. Prohibited Activities: Except that the dwelling on any lot in the area may be leased by the owner or owners thereof for rental income purposes, no business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature, whether or not conducted for a profit, shall be operated, maintained, or conducted on any lot in the area or on any improvement erected or placed therein, nor shall any dwelling, or any part thereof, be used as a boarding or rooming house, nor shall any mining or quarrying operations or operations for drilling of any oil or gas well be conducted or permitted in the area, nor shall any signs, billboards or advertising devices, except as hereinafter provided, be erected, placed or permitted to remain on any lot in the area.

4. Signs: One "For Rent" or "For Sale" sign, which shall not be larger than six (6) square feet, shall be permitted. One entrance gate sign identifying the owner or occupant of the property, of a style and design as approved by the Committee, shall be permitted; otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted on any tract or lot.

5. Animals and Livestock: It shall be permissible for the owners of a lot, in addition to household pets, to own and maintain on the lot the following number of horses:

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For purposes of this restriction 2 sheep or 1 cow shall be considered equivalent to 1 horse. In the event the Committee should determine that animals maintained on a lot, even though permissible within this provision have become or constitute a
nuisance to other owners in the subdivision the Committee is
granted the authority to restrict or terminate such use in
such manner as it deems appropriate.

Definitions: The following definitions shall apply to this
article.

Household Pets: Animals that are tamed or domesticated, such
as dogs, cats, birds, fish and non-poisonous reptiles.

Food Animals: Cattle, sheep, swine, goats, ducks, geese,
rabbits, and any other fowl or animals raised for the purpose
of food consumption.

Commercial Kennel: Any lot or premises on which more than
three (3) dogs, cats, or other household pets are boarded,
bred, or sold and which may provide outdoor animals pens
and/or runs.

Private Kennel: A lot or premises at, in or adjoining a
private residence where dogs are kept for pets or for guarding
the householder's property. Such kennel shall be accessory
use.

The Board of Directors of the Vista West Owners' Association,
Inc., may conditionally approve, by 2/3 majority vote, written
requests by the property owners to maintain a lot additional
animals and livestock. This conditional use is subject to
the following stipulations:

1. A written request must be submitted by the property
owners not less than thirty (30) days prior to placing the
animals on the lot. This request must include the following
information: (a) the type of animal; (b) the quantity of
animals; (c) the type of enclosure to be used; (d) the location
of the enclosure on the property; (e) and any other information
the Board deems necessary to exercise the judgment required by
these covenants.

2. The animals must not become or constitute a nuisance
to other owners in the area. (i.e. odor, insects, noise, etc.)

3. Proper enclosures and shelter must be provided for
the animals' containment and protection.

4. The lot and the animals must be maintained in a
clean manner with adequate vegetation, food, water, care and

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5. All requests for conditional animal use will be reviewed annually during the regular September Board of Directors' meeting. At that time the Board will exercise its authority to renew, restrict or terminate the conditional use requests. Board decisions will be based upon compliance with or violations of the above stipulations. The results of this review will be published in the regular September minutes and owners will be notified of any changes in the conditional use requests.

In the event the Board of Directors should determine that the animals maintained on a lot, even though permitted within this provision, have become or constitute a nuisance to other owners in the Subdivision the Board of Directors is granted the authority to restrict or terminate such use in such manner as it deems appropriate.

6. No Resubdivisions: No lot reflected on the recorded plat shall be resubdivided into smaller tracts or lots nor conveyed or encumbered unless the entire lot is so conveyed or encumbered; however, conveyances or dedications of easements for utilities or private lanes or roads may be made.

7. Combining Tracts: If two or more contiguous residential tracts are owned by the same owner or owners, they may be combined into one or more larger residential tract by means of a written document executed, acknowledged and approved by the Owner and the Environmental Committee, and recorded in the real property records of Natrona County, Wyoming. Thereafter, the new and larger lot or tracts shall each be considered as one lot for the purpose of these covenants.

8. Service Yards and Trash: Clothes lines, service equipment, trash, woodpiles, or storage areas shall be screened by planting or fencing to conceal them from view of neighboring lots, drives and roads. All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate.

9. Underground Utility Lines: All water, gas and telephone lines within the limits of the Subdivision shall be underground except as necessary for above ground facilities as may be incident thereto. It shall be permissible for electric utilities and cable television services to be installed above ground. Utilities shall, where possible, be installed within road right-of-way or easements as indicated.

10. Fences: All fences on road frontage and side fences running back along the property lines to a point even with
the front of the residential structure on said lot shall be of rail or other suitable open wood construction approved by the Environmental Committee. The remaining side and back fences may be woven or barbed wire. If the fences are not woven wire, a minimum of four (4) strands must be used. Posts for all fences shall be spaced no more than a maximum of one (1) rod apart. Where fences cross irrigation or drainage ditches or easements a usable gate having a width of no less than twelve (12) feet shall be installed to facilitate ingress and egress for the maintenance and cleaning of such ditches or drainage easements. All fences shall be maintained in a slightly condition by the owners thereof.

ARTICLE VIII

RESTRICTIONS ON RESIDENTIAL TRACTS

1. Number and Location of Buildings: No buildings or structures shall be placed, erected, altered, or permitted to remain on any residential lot other than:

(1) one detached single-family dwelling;
(2) an attached or detached garage; and
(3) a service type barn, stable or shed.
(4) one lawn and garden tool storage building, not to exceed 144 square feet (12 ft. x 12 ft.) of floor space or ten (10) feet in exterior height.

No dwelling shall be placed, erected, altered, or permitted to remain on any residential lot or location except as permitted by the Committee.

2. Mobile Homes: Mobile homes of double width (not less than twenty-four [24] feet wide) shall be deemed to be within the definition of a single family dwelling (assuming the square footage requirements of paragraph 4, below, are met and approval is secured from the Environmental Committee) if the mobile home is placed on a solid and slightly concrete or concrete block foundation and all portions of the running gear are completely removed. Modular or component houses are also acceptable provided they are placed on a similar foundation.

3. Minimum Setback Requirements: Each building on a lot shall have minimum setback distances measured from the lot lines to the nearest wall of such structure, as follows:

(a) front and side setbacks - forty (40) feet;
(b) rear setback - twenty-five (25) feet.
4. **Square Footage:** The ground floor (1st floor) area of the single family dwelling, exclusive of porches, carparks or garages, shall not be less than 1,000 square feet for a one-story dwelling. Where a single family dwelling contains more than one level (including split level or tri-level) the first two (split) levels shall equal no less than 1,200 square feet of floor area.

5. **Towers and Antennas:** No towers or radio or television antennas higher than three feet above the highest roof line of the dwelling house shall be erected on any residential tract, and all such towers and antennas must be attached to the dwelling.

6. **Landscape Development:** All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover. Irrigated areas may be cropped or planted to assure.

7. **Tanks:** Elevated tanks shall not be erected or permitted upon any lot, except such elevated storage tanks as may be necessary for the Vista West water system and one gasoline and one diesel fuel storage tank per lot, such fuel tanks to have a capacity of no greater than 500 gallons each, and provided that such fuel tanks are located in the rear yards and at least thirty (30) feet distant from any building. Any tank used in connection with a dwelling or other structure shall be a part of the structure as approved by the Committee or shall be located in the rear yard behind the dwelling, and shall be fenced.

8. **Used or Temporary Structures:** No temporary house, mobile home, basement, trailer, or other structure of a non-permanent nature shall be allowed on any lot as a place of residence or habitation either permanently or temporarily, except during construction periods, and no new dwelling shall be occupied in any manner prior to its completion. Construction of any new residential structures or outbuildings shall be completed in no more than one year from the date construction commences.

9. **Off-Street Parking:** Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residence. No parking shall be allowed within the boundaries of any road rights of way. No trailers, campers, motor or mobile homes, boats, snowmobiles, snowmobile trailers or similar vehicles of any kind shall be allowed to be parked or stored on any lot except in the rear portion thereof. For purposes of this paragraph "rear portion" is defined as that portion of a lot which has as its front boundary a line parallel with the road fronting said lot and passing through the corner of the residence furthest therefrom or in the instance of a corner lot, bordered by two roads, it shall be that portion having as its front boundary that.
shall be that portion having as its front boundary lines parallel with each road and passing through the corners of the residence farthest therefrom.

10. Sanitary Systems: No sewage disposal system shall be constructed, altered, or allowed to remain or used unless fully approved as to design, capacity, location and construction by all proper health agencies of Natrona County.

11. Land Uses: No improvements nor any noxious activity shall be permitted on any residential lot which is or might become a nuisance to adjoining residential tracts.

12. Domestic Water Systems: Use of such water shall be limited to domestic household and livestock watering purposes.

ARTICLE IX

EASEMENTS

1. Utility Easements: The perpetual easements reserved in the previous Covenants, Conditions and Restrictions as originally stated and filed in the Office of the County Clerk, as aforesaid, are hereby expressly continued in full force and effect. Provided, however, wherever the term "Western" appears therein, the same is hereby deleted and the name of "Vista West Owners' Association, Inc." is substituted therefor. Further, all references in that Paragraph 1 and expressly that portion reading, "... and for the extension of such facilities into and development of lands adjacent to the Sub-division owned by Western" are hereby expressly deleted.

2. Irrigation and Drainage Easements and Rights of Way: are continued in full force and effect with the exception that all references to "Western" shall be read and interpreted as the "Vista West Owners' Association, Inc." and so much of said Paragraph 2 which refers to "... all lands owned by Western Adjacent thereto" is hereby expressly deleted. The 18" diameter culvert requirement referred to in said Paragraph 2 shall not apply to driveways providing access to platted roads within Vista West unless such driveways shall interfere with the irrigation and drainage of other lots or tracts in said Vista West.

3. Dedicated Roads and Maintenance: All roads, drives and lanes have been transferred to the Association by Western. The Association assumes all responsibility and obligations of maintenance and improvement of roads, drives and lanes until such time as the same may be transferred to and accepted by Natrona County, Wyoming, or such other duly constituted
governmental agency as may take over such roads for public purposes.

ARTICLE X

ENFORCEMENT

1. Enforcement: The Environmental Committee shall have the right to prosecute any action enforcing the provisions of all covenants by injunctive relief, on behalf of itself and all or part of the Vista West owners. In addition, each owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation.

2. Limitations on Actions: In the event any construction, alteration or site landscape work is commenced upon any portion of the Subdivision in violation of these covenants and no action is commenced to restrain such violation within ninety (90) days after the violation is recognizable, then injunctive or equitable relief shall be denied, but action for damages shall still be available to any party aggrieved. Said ninety (90) day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

ARTICLE XI

GENERAL PROVISIONS

1. Severability: Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

2. Effect and Duration of Covenants: The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the Subdivision, and each owner of property therein, his successors, representatives and assigns and shall continue in force and effect until January 1, 1992, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each.

3. 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 sixty-six and two-thirds percent (66 2/3%) of the privately owned land included within the boundaries of Vista West No. 1, as the same may then be shown by the plat on file in
the office of the Clerk and Recorder of Natrona County, Wyoming. Any such amendment shall be ineffective until it shall have been placed of record in the office of the County Clerk, Natrona County, Wyoming.

4. Enforcement: If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for the Association or any person or persons owning real property in the Subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages actual and punitive for such violations.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 15th day of May, 1992.

VISTA WEST OWNER'S ASSOCIATION, INC.

By: [Signature]

President

STATE OF WYOMING)

COUNTY OF NATRONA)

The foregoing instrument was subscribed, sworn to and acknowledged before me by [Signature], President, on behalf of Vista West Owner's Association, Inc., this 15th day of May, 1992.

WITNESS my hand and official seal.

[Signature]

Rotary Public

My Commission Expires:

4-10-93
### Schedule I

**Declaration of Covenants, Conditions and Restrictions**

**Vista West No. 1**

Proration of Assessment for irrigation and drainage system:

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