DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
VISTA WEST NO. III

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS Barnard & Lowham Investment 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. III, a subdivision of Natrona County, Wyoming, 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 283 of Maps at 17, 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 hereinafter set forth.

NOW THEREFORE, for and in consideration of the promises, Barnard & Lowham Investment Company, a Wyoming corporation ("Barnard"), does hereby and by these presents make, publish, declare and impose upon all of the real property situate and included within the Subdivision 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 except three lots (numbered 1, 2 and 3) therein which are designated and established as multiple family residential all as shown on the plat.

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. III 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 The Vista III 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 shall be conveyed by Barnard to the Association within 60 days after sale of the first lot to a third party and is described as follows:

(a) The surface underground pressurized 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, drainage easements, ditch rights and water rights appurtenant 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, and for easements for placement, maintenance of and access to all utilities and use by utility companies providing services to the subdivision.

7. **Barnard**: Shall include Barnard & Lowham Investment 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**

**THE VISTA III OWNERS ASSOCIATION**

1. **Membership in The Vista III 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 XV

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 Barnard 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 Barnard and Barnard shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted 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 September, 1982.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Barnard, 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 thereafter, whether or not expressed in such deed or contract; is and 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 herein-after 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 One Hundred Twenty Dollars ($120.00) 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 10% 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 10% 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
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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 construc-
tion, 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 15 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 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 subse-
quent 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 Barnard 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 Barnard 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 fifteen (15) 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.

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 10 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 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, 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 these 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 agrees and covenant that he or it will not bring 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 two (2) 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 except those lots (numbered 1, 2 and 3) designated as multi-family.

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 cove-
nants.

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. 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 wood rail or other suitable open wood construc-
tion 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

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installed to facilitate ingress and egress for the mainte-
nance and cleaning of such ditches or drainage easements.
All fences shall be maintained in a slighty condition by the
owners thereof.

ARTICLE VIII

RESTRICTIONS ON RESIDENTIAL TRACTS

1. Number and Location of Buildings: No build-
ings or structures shall be placed, erected, altered, or
permitted to remain on any single-family 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.

On multi-family lots a four-unit dwelling shall be permis-
sible, with attached garages and not to exceed one service
type barn, stable or shed per unit. No dwelling shall be
placed, erected, altered, or permitted to remain on any lot
or location except as permitted by the Committee.

2. Modular Homes: Modular 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 Environ-
mental Committee) if the modular home is placed on a solid
and slighty concrete or concrete block foundation and all
portions of the running gear are completely removed.

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 for permitted upon any lot, except such elevated storage tanks as may be necessary for the Vista West water system and 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. **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 said period not to exceed 6 months, 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 residential unit. 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 furtherest 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 the road fronting such lot and running through the rear corner of the residence furtherest therefrom and a side boundary which shall be a line parallel to the side road and running through the corner of the residence nearest the side road.
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.

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 furnished 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 (NOT INCLUDING WATERING OF LAWNS AND SHRUBS), household and livestock watering purposes only.

The subdivision will be served by Vista West Water Company and landowners shall be governed by the rules and regulations of such company as they relate to utilization of the water supply, including but not limited to the payment of a dry meter fee prior to construction of improvements on any lot, which fee becomes payable by the purchaser of any lot effective the first month after purchase.

**ARTICLE IX**

**EASEMENTS**

1. **Utility Easements:** Barnard hereby reserves to itself, Vista West Water Company, their 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 Barnard.

This right is a perpetual right and shall not be modified by any future covenant changes.

2. Irrigation and Drainage Easements and Rights of Way: Barnard 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 Barnard adjacent thereto. Barnard 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. Similarly there shall be no access roads installed or constructed into any of the lots unless and until there shall have first been installed a culvert having a diameter of no less than 18 inches in the borrow pit adjacent to the main roads.

3. Easements for Private Roads or Lanes: Barnard 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 or which have been developed by Barnard adjacent to the Subdivision.

4. Dedicated Roads and Maintenance: Barnard, its successors and assigns, shall construct all roads, drives and lanes to be transferred 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 No. III 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) days 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 condi-
tions, 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 prop-
erty 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 bound-
daries of Vista West No. III, 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.

(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 effect 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 23rd day of December, 1977.

BARNARD & LOWHAM INVESTMENT COMPANY

By: [Signature]

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STATE OF WYOMING  }  SS.
COUNTY OF NATRONA  

The foregoing instrument was subscribed, sworn to
and acknowledged before me by Paul Lowham, President, on
behalf of BARNARD & LOWHAM INVESTMENT COMPANY, this 2nd day

BARBARA H. WALTER
Notary Public

My Commission Expires:

October 8, 1979
### "VISTA WEST NO. 3"

Proration of Assessment for Irrigation and Drainage System.  
(Total 64.189 Irrigated Acres)

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**TOTAL ACRES IRRIGABLE:** 64.189  100.00%

*(NOTE: Does not include 4.615 acres in Grass Creek & Willow Creek Road.)*
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SUMMARY OF TEST RESULTS
The Vista III Owners Association, Inc.
P.O. Box 1681
Casper, Wyoming 82002

To Whom It May Concern:

In September, 1984 the property owners of Vista West III, by written consent of 80% as dictated in Article XI, Paragraph 3 in the Declaration of Covenants, Conditions and Restrictions Vista West III, voted to amend Article VII, Paragraph 5 to read as follows:

Article VII

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 horses owned by them as specified below:

<table>
<thead>
<tr>
<th>Acres Range</th>
<th>Number of Horses</th>
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<td>Less than one acre</td>
<td>1 horse</td>
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<tr>
<td>1 acre to 1.49 acres</td>
<td>2 horses</td>
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<tr>
<td>1.5 acres to 1.99 acres</td>
<td>3 horses</td>
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<td>2.0 acres to 2.49 acres</td>
<td>4 horses</td>
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<td>2.5 acres to 2.99 acres</td>
<td>5 horses</td>
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<td>3.0 acres to 3.49 acres</td>
<td>6 horses</td>
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<td>3.5 acres to 3.99 acres</td>
<td>7 horses</td>
</tr>
<tr>
<td>4.0 acres and above</td>
<td>2 horses per acre</td>
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a. Safe shelter shall be provided for the horses as a requirement to exercise the right of having horses. All buildings shall be approved by the Environmental Committee prior to construction.

b. Overgrazing of the land shall be prohibited.

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.

Page 1 of 2
This amendment meets requirements of the Natrona County Planning and Zoning Department and in fact was necessitated and approved by said departments.

We hereby submit said amendment to the Clerk and Recorder of Natrona County, Wyoming to be placed of record in the office of the County Clerk, Natrona County, Wyoming at which time said amendment will become effective.

Signed this 15th day of March, 1984.

Bruce A. Burgess, President

STATE OF Wyoming

COUNTY OF Natrona

The foregoing instrument was acknowledged before me by

Bruce A. Burgess

this 15th day of March, 1984.

Witness my hand and official seal.

Shirley Steele
Notary Public

My commission expires March 6, 1988
AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
VISTA WEST NO. III

By the assent of more than eighty percent (80%) of the owners of lots/land
in the Vista West III subdivision, the Declaration of Covenants, Conditions and
Restrictions which previously read:

"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 single-family 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.

On multi-family lots a four-unit dwelling shall be permissible, with attached garages and
not to exceed one service type barn, stable or shed per unit. No dwelling shall be placed,
erected, altered, or permitted to remain on any lot of location except as permitted by the
Committee.

is hereby amended to read:

"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 single-family residential
lot other than:

(1) one detached single-family dwelling
(2) an attached garage; and
(3) no more than a total of two buildings of the following types:
detached garages, service type barns, stables, or sheds.

On multi-family lots a four-unit dwelling shall be permissible, with attached garages and
not to exceed one service type barn, stable or shed per unit. No dwelling shall be placed,
erected, altered, or permitted to remain on any lot or location except as permitted by the Committee."

We hereby submit said amendment to the Clerk and Recorder of Natrona County, Wyoming to be placed of record in the office of the County Clerk, Natrona County, Wyoming at which time said amendment will become effective.

Signed this 28th day of April, 1997.

Bruce A. Burgess, Director

STATE OF WYOMING ss.
COUNTY OF NATRONA ss.

The foregoing instrument was acknowledged before me by Bruce A. Burgess this 28th day of April, 1997.

Witness my hand and official seal.

Notary Public

My commission expires 10-14-06

County of Natrona State of Wyoming
Notary Public

594724